

CITY COUNCIL AGENDA

May 20, 2024



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_rp1FJqKZRESbIHZylsX6w

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COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UCv2v2v2v2v2v2v2v2v2v2v2). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. **Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early,** as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments, virtually, on any listed agenda items except under Item 7 for Non-Agenda Issues (see below). **Public comment on Item 7 for Non-Agenda items will only be accepted from persons attending Council meetings in-person,** i.e., Zoom comments are not accepted for **Non-Agenda Issues.**
6. If you wish to speak on an agenda item, you must:
 - a) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
 - b) **Raise your “virtual hand”** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
7. **Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, May 20, 2024
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A Jewish American Heritage Month 6

2.B National Public Works Week 7

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A Approve Minutes of May 6, 2024 Regular Meeting 8

5.B Approve Minutes of May 6, 2024 Study Session 12

5.C Acknowledge Minutes of Boards and Commissions 13

5.D Board and Commission Resignations 32

5.E Notification of CenterFuse Action to Reduce Board to Seven Members 34

5.F Project Acceptance - Department of Natural Resources 2023 Community Forestry Assistance Grant 35

5.G Amendment 1 to the 2023 Electrical System Plan Consultant Services Agreement 37

5.H Amendment No. 1 to the Natural Gas Asset Management Services & Purchasing Base Agreement 41

5.I	Professional Services Consultant Agreement for Phase 1 of the Engineering and Design of the Helena Ave Improvements Project	46
5.J	Approve May 20, 2024 Voucher Listing	105
6.	Petitions, Protests, and Communications	
6.A	Reappointment of Tylene Carnell to the Diversity, Equity & Inclusion Commission (Public Comment Opportunity)	106
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Public Hearing (Quasi-Judicial) on Rainier Taxi & Courier Application for Taxicab Certificate (Public Comment Opportunity)	110
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Second Reading of Ordinance 4942, Repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and Amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204" (Public Comment Opportunity)	122
9.B	Resolution 2024-13 Amending the City Council Rules of Procedure (Public Comment Opportunity)	144
9.C	Resolution 2024-14 Ellensburg City Council Strategic Vision for 2024-2029 (Public Comment Opportunity)	177
10.	Unfinished Business	
11.	New Business	
12.	Miscellaneous (No Public Comment)	
12.A	Manager's Report	183
12.B	Councilmembers' Reports	
13.	Executive Session	
14.	Adjournment	

PROCLAMATION

Jewish American Heritage Month 2024

Whereas, fleeing oppression from other areas of the world and looking for a place where they could practice their faith and lead their lives freely, the first Jewish Immigrants arrived on American soil in 1654 in New Amsterdam; and

Whereas, President George W. Bush issued the first Presidential Proclamation in 2006 designating May as Jewish American Heritage Month; and

Whereas, bias acts committed toward our Jewish neighbors in this country are becoming the norm, we remember the lessons of the Holocaust and recognize the need to root out prejudice and combat anti-Semitism in this Nation; and

Whereas, we recognize Jewish Americans who, in the face of discrimination, sexism, and hard times, made, and continue to make, significant contributions to our society; and

Whereas, the City of Ellensburg recognizes and honors the many Jewish Americans in our community who strengthen our medical, educational, business, and religious systems, and our civic organizations;

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim May 2024 as Jewish American Heritage Month in Ellensburg and encourages all residents to join in this observance by building bridges of understanding and friendship with our Jewish American neighbors.

Signed this 20th day of May 2024.



Rich Elliott, Mayor

Attest:



City Clerk



City of Ellensburg

PROCLAMATION

National Public Works Week

WHEREAS, public works and utilities professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Washington; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works and utilities professionals, who are engineers, managers, crew members, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children of the state of Washington to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, the City Council and the City of Ellensburg do hereby designate the week of May 19-25, 2024 as "**National Public Works Week**"; we urge all our citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, maintenance and operations personnel, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Signed this 20th day of May, 2024

A blue ink signature of Rich Elliott, Mayor, written over a horizontal line.

Rich Elliott, Mayor

Attest:

A blue ink signature of Bettie Leach, City Clerk, written over a horizontal line.

City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

May 6, 2024

Time of Meeting

7:00 PM

Place of Meeting

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

Pledge of Allegiance

Councilmember Miller led the Pledge of Allegiance.

1. Call to Order and Roll Call

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

Absent: Delano Palmer (excused)

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Planning Manager Johnston, Assistant City Attorney Reiman, Senior Electrical Engineer Meyer, and approximately 35 members of the public

Others present remotely via Zoom: one member of the public

2. Proclamations (No Public Comment)

- 2.A Asian American/Native Hawaiian and Pacific Islander Heritage Month
Robin Ota was present to read the proclamation.

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

- 5.A Approve Minutes of April 15, 2024 Regular Meeting
- 5.B Approve Minutes of April 27, 2024 City Council Special Meeting
- 5.C Acknowledge Minutes of Boards and Commissions
- 5.D Accept the resignation of Aaron Peterson from the Environmental Commission.
- 5.E Accept the resignation of Courtney Blackstock from the Arts Commission

- 5.F Approve University Way Banner Request for CWU Commencement - June 4-10, 2024
- 5.G Interlocal Agreement between Kittitas County Flood Control Zone District and the City of Ellensburg
- 5.H Award Bid Call 2024-10 – Brick Road Improvements Project
- 5.I Award Bid Call No. 2024-03 - 2024 Residential Sidewalk Repair Program
- 5.J Award Bid Call 2024-13 - City Wide Crosswalk Striping
- 5.K Resolution 2024-12 Mallard Meadows Final Plat Phase II Approval - P24-028
- 5.L Brookhouse Professional Services (BPS) - Change Order #5
- 5.M Taxicab Service Rate Approval for Ellensburg Taxi Service and Rodeo Town Taxi
- 5.N Approve Quote for NTIA Fiber Construction Project
- 5.O Approve Voucher Listing for May 6, 2024

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

6. Petitions, Protests, and Communications

- 6.A Reappointment of Andrienna Delgado to the Library Board
Heidi Behrends Cerniwey introduced the item.

Councilmember Lillquist moved to approve reappointment of Andrienna Delgado to the Library Board. **Motion Approved 6-0**

7. Citizen Comment on Non-agenda Issues

- Sherrie Kaufman, City resident, spoke regarding parking in front of her home
- Angie Lang, Ellensburg resident, speaking for herself, spoke regarding the sleep center open house
- Al Archer, Ellensburg resident, spoke regarding a proclamation demanding a ceasefire in Gaza
- Landis Hanson, Ellensburg resident, commented regarding the speaker for the proclamation at the April 15th meeting
- Eve, Ellensburg resident and CWU student, commented regarding the speaker for the proclamation at the April 15th meeting
- Erin Sinclair, Ellensburg resident, speaking for herself, spoke regarding the sleep center location
- Jaden Thacker, Ellensburg resident, spoke regarding the city calling for a cease fire
- Howard Jones, City resident, spoke regarding oversight in City agenda items, State seal and CWU
- Pat Kelleher, County resident, spoke regarding Craig Avenue and parking

8. Business Requiring Public Hearings

8.A Public Hearing to Consider Annexation of Ten Parcels and Second Reading of Ordinance 4941 Approving the Annexation

The Mayor opened the public hearing. Jeremy Johnston, Planning Manager, presented information in the staff report.

With no questions or comments from the public or city council, the Mayor closed the public hearing.

Councilmember Goodloe moved to approve second reading and adoption of Ordinance 4941 annexing parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 with a Light Industrial zoning designation and parcels 939333 and 639333 with a Commercial Highway zoning designation.

Motion Approved 6-0

9. Introduction and Adoption of Ordinances and Resolutions

9.A First Reading of Ordinance 4942, Repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and Amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204"

Paul Meyer, Senior Electrical Engineer, presented information in the staff report.

Councilmember Miller approve first reading of Ordinance No. 4942, repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204". **Motion Approved 6-0**

9.B Resolution 2024-10 to Accept Bequests from Estate of Nancy Allen fka Nancy Jurenka

Terry Weiner, City Attorney, presented information in the staff report.

Councilmember Lillquist moved to approve Resolution 2024-10 and accept bequests to the Ellensburg Library and the Ellensburg Animal Shelter from the Estate of Nancy Allen, formerly known as ("fka") Nancy Jurenka. **Motion Approved 6-0**

9.C Resolution 2024-11 Amending the City Council Rules of Procedure

Terry Weiner, City Attorney, presented information in the staff report.

Councilmember Goodloe commented regarding the DEI memorandum.

- Sherrie Kaufman, commended Council on how they've handled people speaking out
- Angie Lang, Ellensburg resident, spoke regarding moving public comment to the end of the agenda
- Jennifer Patteson, County resident, spoke regarding the number of Zoom participants
- Penney Whitman, Ellensburg resident, spoke regarding online commenting being from local residents or not

Councilmember Miller moved to approve Resolution 2024-11 - version 1 in the Agenda. **Motion Approved 6-0**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report

The City Manager reviewed the report. She reported the City received notice of award for a Home Electrification and Appliance Rebates (HEAR) Grant of over \$4 million and requested formal Council acceptance of funding.

Councilmember Goodloe moved to accept the HEAR Grant funding. **Motion Approved 6-0**

Two councilmembers were requested to participate in Coffee with Council at the Farmer's Market on May 18th.
She relayed information regarding her discussion with the citizen who proposed alleyway naming in Ellensburg.

12.B Councilmembers' Reports

- Councilmember Thompson enjoyed the Council retreat
- Councilmember Lillquist reported Thursday the 9th will be four bicyclist speakers at Hal Holmes, the May 18th Farmer's market bike events, and spoke regarding proclamations presented by the City
- Councilmember Goodloe reported on AWC committees, an EDA event for the Juneteenth holiday, and spoke regarding the AWC annual conference in June
- Councilmember Beauchamp attended the EDA Possibilities Tour
- Mayor Elliott reported on June 24th, Washington Recreation & Conservation representatives will tour city parks and requested a Parks & Recreation council liaison attend, and discussed the Vantage bridge project and delays

13. Executive Session

14. Adjournment

Meeting adjourned at 8:46 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Study Session

Date of Meeting

May 6, 2024

Time of Meeting

6:00 PM

Place of Meeting

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

Study Session (No Public Comment)

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

Absent: Delano Palmer (excused)

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Crime & Intelligence Analyst Carr, Community Development Director Carlson, Public Information Officer Klauss, Planning Manager Johnston, Assistant City Attorney Reiman, and five members of the public

- A Communications/Engagement Tools - Part 2
Heidi Behrends Cerniwey, City Manager, introduced the item and reviewed information with Council. Dr. Eliann Carr, EPD Crime & Intelligence Analyst, presented information concerning surveys. Dan Carlson, Community Development Director, presented information concerning public notices and public hearings.

Council asked questions of staff.

Adjournment

Meeting adjourned at 6:48 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Special Meeting

Time of Meeting

Place of Meeting

Speaker Ron Holifield

May 8, 2024

12:00 PM

City of Ellensburg

Council Chambers

Ellensburg WA 98926

And remote via Zoom

1. Open – 12:00 p.m.

2. Attendance – Ron Holifield, Heidi Behrends Cerniwey, Mayor Rich Elliott, Mayor Pro Tem Nancy Lillquist, Councilmember Goodloe, Councilmember Beauchamp, Councilmember Thompson, Terry Weiner, Ryan Lyyski, Kelle Vandenberg, Dave Alenbaugh, Jr., Cyndi LaChappelle-Mathis and 3 members of the public.

3. Adjournment – 1:05 p.m.

Mayor Rich Elliott

Attest



Ellensburg Business Development Authority dba CenterFuse

BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually

Wednesday, January 10, 2024

4:00-6:00 PM

Members in Attendance: Garrett Poshusta, Chair; Dawn Alford, Vice Chair; Grant Clark, Treasurer; Del Bankston, Secretary; John Perrie, Board Member; Bob Rapp, Board Member; Jennifer Lubanski, Board Member; James Jankowski, Board Member; and Jared Vallejo, Board Member.

Others present: Rich Elliot, Ellensburg City Council Member and Liaison; Heidi Behrends Cerniway, Kelle Vandenberg, Derek Mayo, Jeremy Johnston, and Jon Morrow city of Ellensburg; Kristine Miller, Executive Director, and Margaret Reich, consultant.

I-90 Workgroup members in attendance: Mark Cook, Patti Stacey and Arden Thomas, Kittitas County and Kittitas County Flood Control District; Nancy Lillquist and Dan Carlson, city of Ellensburg; Brandon Rossi, Yakama Nation; Jennifer Nelson, Washington State Department of Fish and Wildlife; Laine Young, Washington State Department of Ecology; Fabion Kuchen; Jim Ritter; Gary Jones; and James Rivard.

1. Meeting Called to Order

The Chair called the meeting to order at 4:04 PM

2. Approval of Agenda

Motion to approve the agenda for the January 2024 regular board meeting by Grant Clark, second by Bob Rapp. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the December 13, 2023, regular meeting minutes by Grant Clark, second by Bob Rapp. Motion approved by unanimous vote.

4. Public Comment

None

5. Special Presentation: I-90 West Study Findings

The EBDA board and the I-90 West Environmental and Economic Development Workgroup met collaboratively to listen to a presentation from consultant Matt Hoffman of Maul Foster Alongi. Matt discussed the scope of the work, funding from the Community Economic Revitalization Board with match from EBDA, and the study's findings and recommendations.

This study's focus was on about 1,000 acres of vacant land at Exit 106 off I-90. Acreage is located in unincorporated Kittitas County (northern portion of the study area), with the balance (mid and east sections) mostly in the Ellensburg Urban Growth Area.

The study identified the mid portion acreage as having the greatest potential for ecological and economic benefit.



Findings include that by improving habitat along Currier and Reecer Creeks with inset floodplain benches and updating the University Way culvert to 12 feet, 65 acres of land can be removed from the floodplain.

Recommended actions include docketing a subarea plan and updating of the Ellensburg/Yakima Comprehensive Economic Development Strategy (which is in progress). Board asked staff to keep them informed of the progress to implement the study's recommendations.

Motion to accept Maul Foster Alongi's study of the I-90 West Interchange Bob Rapp, second by Jennifer Lubanski. Motion approved by unanimous vote.

6. **Board Business**

a. Organizational Advancement

Grant Clark, Treasurer presented the financial reports. Motion to approve the December, 2023 voucher in the amount of \$57,503.57 by Garrett Poshusta, second by Grant Clark. Motion approved by unanimous vote.

Executive Director Miller provided updates on prospective business activity, the development of the 2024 strategy and workplan, and presented the 2024 budget. Board discussed their lead in the review of the vision, mission, priorities, and principles and directed staff to develop tactics and metrics. Motion to approve Resolution 2024-01 for the 2024 budget by James Jankowski, second by Grant Clark. Motion approved by unanimous vote.

Board members discussed the proposed slate of officers for 2024 presented at their December 2023 meeting. Dawn Alford offered to serve as Vice Chair. Motion to approve the slate of officers for 2024 including Chair Garrett Poshusta, Vice Chair Dawn Alford, Treasurer Grant Clark, and Secretary Del Bankston by James Jankowski, second by Grant Clark. Motion approved by unanimous vote.

b. Build Local Capacity

Executive Director Miller informed the Board that she is now a member of the Ellensburg's Arts & Culture Alliance board, the emerging aerospace partnership with Central Washington University, the Airport Building tenant update and the successful award of the EV charging grant for the city of Kittitas. Chair Poshusta shared an update on the task force.

c. Business Recruiting & Expansion

The Executive Director provided a progress report on the recent meeting of the I-90 Workgroup, the value-added wood products, and ICAP Cybersecurity projects, and the pre-application to the Floodplain by Designs Grant Program.

7. **For the good of the order**

Board member Lubanski announced she is making application to fill the vacant Ellensburg City Council seat.

8. **Adjournment** – time 5:44 Motion to adjourn by Del Bankston.

Drafted: 1/10/2024

Approved: *Del Bankston*

Submitted by: Kristine Miller



CenterFuse
Ellensburg Business Development Authority
BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually

Wednesday, February 14, 2024

4:00-5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Dawn Alford, Vice-Chair; Grant Clark, Treasurer; John Perrie, Board Member; Bob Rapp, Board Member; Jennifer Lubanski, Board Member; James Jankowski, Board Member; and Jared Vallejo, Board Member.

Absent: Del Bankston, Secretary

Others present: Kelle Vandenberg, City of Ellensburg; Kristine Miller, Executive Director

1. Meeting Called to Order

The Chair called the meeting to order at 4:03 PM

2. Approval of Agenda

Motion to approve the agenda made by James Jankowski, second by Dawn Alford. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the January 10, 2023 regular meeting minutes by Grant Clark, second by James Jankowski. Motion approved by unanimous vote.

4. Public Comment

None.

Board Business

5. Organizational Advancement

Grant Clark, Treasurer, presented the financial reports. Motion to approve the January 2024 voucher in the amount of \$25,564.66 by Grant Clark, second by John Perrie. Motion approved by unanimous vote.

Vice-Chair Dawn Alford asked for clarification on ACH vs check numbers. Executive Miller provided this information. The board discussed expenses for January as well as late tenant payments. Executive Director Miller noted that Executive Director Onboarding is complete, and consultant Reich will be solely focused on grant writing now so consultant expenses will decrease.

Executive Director Miller updated the board on monthly metrics. James Jankowski noted that Executive Director Miller should consider updating the metrics reporting structure as needed to maximize her time and to focus on what she feels is key to report to the board.



The board discussed potential KPIs and metrics to consider. Executive Director Miller reviewed city data for Q2 2023, noting strong median income in Ellensburg, Moses, Lake and Quincy and that median income was up across all cities.

Executive Director Miller reviewed the marketing and digital analytics report with the board. Executive Director Miller noted the rough draft of the marketing plan had been presented to, and discussed with, Manastash Media. Executive Director Miller mentioned the importance of reaching site selectors and potential businesses and LinkedIn would be leveraged to do this. Executive Director Miller also discussed some of the promotion mix ideas generated from the marketing report.

The board discussed paring down some of the information and level of detail presented during board meetings as much of the info is in the board packet and can be read ahead of time. This would allow for more discussion as opposed to reporting.

Executive Director Miller mentioned meeting procedures and asked the board to consider allowing for a short break between study presentations and board business to ensure time to thank attendees, etc. 10 minutes was agreed to be sufficient.

Executive Director Miller noted continued efforts to improve organizational efficiency such as automatic billing of tenants, QuickBooks and bank account pairing, and working with task force to identify redundancies and duplicated efforts/resources in the local economic development space.

CenterFuse typically presents to the Ellensburg City Council in March, Executive Director Miller noted this presentation is on hold pending task force outcomes.

Executive Director Miller noted Bowers Field building units #1 & #2 leases are prepared, board discussed a tenant request, unit #2 move out/in timing was discussed.

A brief IEDC Leadership Summit review was given with Executive Director Miller sharing that the summit went very well. She attended many events, networking opportunities, and workshops. The event was productive and beneficial as much was learned and important contacts were made.

6. **Build Local Capacity**

Executive Director Miller updated the board on the KEEN Winter Fair. The fair went very well and the CenterFuse table was a hit with old and young alike. The table featured wildflower seed bombs, a train set, and a fishing game. Write up in Yakima paper and social media posts on CenterFuse sites about the event.

President Poshusta provided an update to the board on meetings with the task force team members and the options being considered. Key considerations for the various options were discussed by the board.

Executive Director Miller noted the importance of working toward close collaboration with partners and stakeholders and prioritizing relationships. The board discussed balancing organization effectiveness/achieving outcomes with collaboration with others.

Executive Director Miller shared that she is working with Ms. Panattoni from the CTE program at EHS. Executive Director Miller is now on the CTE business and marketing advisory board. Executive Director Miller interviewed students as part of their end of semester class requirements and met with Ms. Panattoni to discuss CTE, CenterFuse and ideas around increasing HS graduate skills and workforce development. Executive Director Miller is working with Jeanette at Impact Washington to put together a field trip for Kittias County high school leaders to visit East Valley High School in Spokane to learn more about the East Valley High School Manufacturing Training Center.

7. **Business Recruiting & Expansion**

Executive Director Miller shared that based on the review of the marketing plan and discussion with Manastash Media some key elements of promotional mix aimed at site selectors and key industry included:

- Conducting LinkedIn paid ads/posts as this digital space is most likely to be used by site selectors and business.
- Identifying site selector magazines and considering ads.
- Working to put together a site book for site selectors.
- Industry mixers/events for our 5 key industries.

Executive Director Miller updated the board on the USDA Rural Business Development grant. A grant application will be made to pursue phase two of the value-added wood products project.

Executive Director Miller updated the board on additional projects, noting that the Floodplains by Design Grant pre-application was not approved, progress is being made on the value-added wood products study with MFA, next meeting board may want to discuss ICAP.

Executive Director Miller shared that she is currently working with two prospective businesses.

Executive Director Miller conveyed that she is continuing to work with Impact WA and that CenterFuse and Impact WA will be hosting a Lean 101 class for local manufacturers on April 23 at the Foundry in Ellensburg. 50% of the class costs to manufacturers will be covered by an Impact WA grant. On April 24th Impact WA will conduct manufacturer site visits with CenterFuse.

8. **For the good of the order**

None.

9. **Adjournment** – time 5:36 pm Motion to adjourn by Garrett Poshusta.

Drafted: 2/16/2024

Approved: *Garrett Poshusta*

Submitted by: Kristine Miller

Ellensburg Business Development Authority dba CenterFuse**BOARD OF DIRECTORS MEETING MINUTES**

Regular meeting held synchronously in-person and virtually.

Wednesday, March 13, 2024

4:00-5:30 PM

Members in Attendance: Dawn Alford, Vice Chair; Grant Clark, Treasurer; Del Bankston, Secretary; John Perrie, Board Member; Bob Rapp, Board Member; Jennifer Lubanski, Board Member; and Jared Vallejo, Board Member.

Members not in Attendance: Garrett Poshusta, Chair and James Jankowski, Board Member

Others present: Rich Elliot, Ellensburg City Mayor and Liaison; Kelle Vandenberg, City of Ellensburg; Charlie Smith, Board Chair of the Kittitas County Chamber of Commerce; and Kristine Miller, CenterFuse Executive Director.

1. Opening (5 minutes)

The Vice Chair called the meeting to order at 3:58 PM

2. Approval of Agenda

Motion to amend the agenda to include voucher approval under executive update made by Del Bankston, second by Grant Clark. Motion approved by unanimous vote.

Motion to approve the agenda made by Del Bankston, second by Grant Clark. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the February 14, 2024, regular meeting minutes made by Grant Clark, second by Jennifer Lubanski. Motion approved by unanimous vote.

4. Public Comment

None

2. Executive Update

2.1 February 2024 Voucher Approval (Added to Agenda by Amendment)

Grant Clark reviewed financials. Motion to approve the February 2024 voucher by Grant Clark, second by Jared Vallejo. Motion approved by unanimous vote.

Brief discussion of some larger expenses in February. Brief discussion regarding rent issues with a tenant making efforts to catch up.

2.2 Highlights Since Last Meeting

Executive Director Miller briefly mentioned her recent attendance at WEDA Winter Conference in Olympia and provided an update on clients with whom she is currently working to find sites for business to start/grow and to connect with resources.

2.3 Board Questions/Feedback

Jennifer Lubanski noted that she appreciated the detailed and helpful update on current clients.

3. Review of Task Force Meeting

3.1 Presentation on Outcomes of Meeting on March 12

Executive Director Kristine Miller provided insights into the decision matrices and documents utilized in evaluating potential new structures for CenterFuse. She highlighted that the options of becoming a 501c3/501c6 and seeking a Public Development Authority (PDA) role were not currently viable options, leading to the consideration of a partnership or merger with the Kittitas County Chamber of Commerce as the most feasible option.

Miller also shared an update on the collaboration with the City of Ellensburg Economic Development task force, emphasizing the strategic focus on how economic development organizations in Kittitas County can best work together for future structuring of CenterFuse. The impacts of the TIPS Kittitas County Strategic Plan were discussed, noting the changing macroeconomic environment and how Central Washington University, following a resolution signed by the Conference of Governments, would assist in implementing and defining roles within the Kittitas County Economic Development Strategic Plan.

3.2 Discussion of Implications for CenterFuse

The discussion explored the potential impact of these developments on CenterFuse. John Perrie raised concerns about moving forward before the county makes a definitive decision regarding county-wide economic development as informed by CWU. Del Bankston emphasized the current phase of data collection and shared goals driving CenterFuse's direction.

Charlie Smith elaborated on the benefits of partnering with the Chamber, suggesting that such a partnership would allow each organization to capitalize on its strengths, with CenterFuse focusing on attracting businesses. The challenges of finding suitable sites and spaces for businesses were discussed, with Del Bankston questioning the main hurdles and Jennifer Lubanski asking about strategies to address building vacancies. Charlie Smith provided examples of policies from other areas like Chelan to combat empty buildings and noted the Chamber's need for support in business recruitment. The conversation also touched on the potential for shared resources among organizations. The necessity for clear metrics of success and accountability to city and county authorities was underlined.

4. Strategic Discussion: The Future of Our Organization (40 minutes)

4.1 Review of Decision Matrix for Strategic Direction

Executive Director Kristine Miller shared an overview of the decision matrices that were used to evaluate strategic options for CenterFuse. This approach helped quantify the evaluation of different strategic directions that CenterFuse could consider.

4.2 Board Input on Adjusting Strategies Based on Task Force Outcomes

The board deliberated on the next steps for a potential partnership with the Kittitas County Chamber of Commerce. Charlie Smith expressed his approval for Chamber CEO Amy and CenterFuse Executive Director Kristine Miller to collaborate. Jared Vallejo highlighted the importance of CenterFuse maintaining its autonomy while still engaging in a meaningful partnership. Del Bankston emphasized the necessity for collaborative meetings to align goals and work towards common objectives. John Perrie pointed out the critical need to avoid competition between the directors of CenterFuse and the Chamber when forming connections. The conversation stressed clarity in communication as essential, as summarized by Charlie Smith who noted that everything must be clear as "clear is kind." Jennifer underscored the importance of ongoing communication. process, not just at the end.

4.3 Determination of Next Steps

Kelle Vanderbilt noted the importance of the city receiving feedback. Executive Director Miller mentioned that a communication matrix, like those used in project management, could be beneficial in organizing the partnership discussions. Amy and Kristine will discuss further to define what the partnership will entail. Dawn Alford emphasized the importance of managing communications effectively and consistently throughout the process, not just at the end.

5. New Initiatives and Projects (15 minutes)

5.1 Introduction of Potential New CenterFuse Initiatives Related to Macro-Economic Changes, WEDA Winter Conference Insights, and Recent Discussions with Community Stakeholders

Executive Director Miller shared some key points from the conference related to Artificial Intelligence, healthcare in the state and the "Start Trek Economy". Asked board members to consider what changes we might need to make to strategy and initiatives in light of macroeconomic changes.

5.2 Board Feedback on Potential Initiatives

Nothing to report.

5.3 Determination of Next Steps

Nothing to report.

7. Closing (5 minutes)

7.1 Summary of Decisions and Action Items

Nothing to report.

7.2 For the Good of the Order

Del Bankston resigned from the CenterFuse board due to moving out of the area.

Adjournment – time 5:32 PM Motion to adjourn by Del Bankston.

Drafted: 3/14/2024

Approved: *Dawn Alford*

Submitted by: Kristine Miller



CITY OF ELLENSBURG

Minutes of Environmental Commission, Regular Meeting

Date of Meeting

February 21, 2024

Time of Meeting

5:15 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Christina Wollman called the meeting to order at 5:15 p.m.

Present: Christina Wollman, Jean Marie Linhart, Jess Black, Raven Harlin, Brenda Devore

Absent: Kristine Steinkoenig, Aaron Peterson

Also Present: Jeremy Johnston-Planning Manager; Laura Wilson-Planner; Kathy Boots-Planning Technician; Nichole Baker-Sustainability & Energy Coordinator; Lily Frey-Housing & Grant Administrator; Chuck Doan-Building Official; Derek Mayo-City Engineer; Heidi Behrends Cerniwey-City Manager; Josh Mattson-Assistant City Engineer; Ryan Lyyski-Public Works Director; Nancy Lillquist-City Council liaison

2. Chair & Vice Chair Election

Laura Wilson opened the floor for nominations.

Christina Wollman nominated herself for Chair. No discussion. Motion passed 5-0.

Jean Marie Linhart nominated herself for Vice Chair. No discussion. Motion passed 5-0.

3. Approval of Agenda

No change in the agenda. The agenda was approved.

4. Approval of Minutes

4.A Regular Meeting Minutes December 20, 2023

Commissioner Linhart motioned to approve the December 20, 2023, regular meeting minutes. Motion passed 5-0.

4.B January 17, 2024, Meeting Cancelled, No Quorum

5. Citizen Comment

None

6. Staff Update/Discussion Items

City staff that were present introduced themselves. Brenda DeVore introduced herself as a new member of the Commission.

6.A Comprehensive Plan Update

Jeremy Johnston discussed the City Comprehensive Plan update that is due in 2026. There will either be a new chapter or section under the Environment chapter to address climate resiliency. Johnston will send out the current chapter to the Commission members for review of goals and policies with a 20-year vision. Public participation will start in June. He would like to come back in March to get feedback.

6.B Washington State Energy Code Update

Chuck Doan, the Building Official, discussed the upcoming 2021 building code adoption. He reviewed possible changes to multifamily units, electric space heating, thermal envelope, and the location of water heaters. The state will have a 40-50% reduction in carbon usage, but it has to be at 70% by 2030. The amount of energy credits required will increase, so more solar and extra insulation may be a route owners use to achieve the credits needed.

6.C Sustainability & Energy Plan Update

Nichole Baker and Heidi Behrends-Cerniwey discussed the Sustainability & Energy Plan. The plan was adopted through a resolution by the City Council in January 2024. A Commission member had suggested adding a Regional Transportation section to the plan, which was successful. This Commission will have oversight over the plan, but there is uncertainty about how the plan will be implemented. This will be a new role for the Commission that will be developed with the help of the City Manager. Members would like to be informed about how other communities are implementing their energy plans. Proposals will be brought back to the Commission so that strategies can be prioritized. A work plan will be developed.

7. New Business

7.A Set 2024 Meeting Dates

The 2024 meeting dates for the third Wednesday of the month does not conflict with any holidays and will remain the same.

8. Bicycle Advisory

8.A Wayfinding/Guide Signs

Josh Mattson discussed the way finding signs on the shared use pathways. The look of the signs and spacing were contemplated. The members would like to see signs at the intersections to the pathway. The trails have been added to the great American rail trail website and google.

8.B Downtown On-Street Bicycle/Motorcycle Parking

Josh Mattson asked for the Commission's opinions on removing bicycle parking in seven identified parking spots in the downtown. The spots are narrow and not used. Four of the parking spots will be opened up for vehicle parking. The signs for the three parking spots will be changed from motorcycle/biking to motorcycle/atv.

8.C Bicycle Friendly Community Status

Nancy Lillquist stated she would like to work regularly on implementing

changes so that when the next application is due in three years, the City can achieve gold status as previously discussed. A plan will be developed at a future meeting.

9. Adjournment

Christina Wollman will be unable to attend the March meeting.

The meeting was adjourned at 6:37 p.m.



CITY OF ELLENSBURG

Minutes of Environmental Commission, Regular Meeting

Date of Meeting

March 20, 2024

Time of Meeting

5:15 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Jean Marie Linhart called the meeting to order at 5:16 p.m.

Present: Jean Marie Linhart, Jess Black, Raven Harlin, Brenda Devore, Kristine Steinkoenig

Absent: Aaron Peterson

Excused: Christina Wollman

Also Present: Jeremy Johnston-Planning Manager, Kathy Boots-Planning Technician, Dan Carlson-Community Development Director, Nancy Lillquist-City Council Liaison, Heidi Behrends Cerniwey- City Manager, Nichole Baker-Sustainability & Energy Coordinator, Buddy Stanavich- Power & Gas Manager, Dave Dunbar, Meghan

Commissioner Black motioned to excuse the absence of Christina Wollman. Motion passed 5-0.

2. Approval of Agenda

No change in agenda

3. Approval of Minutes

- 3.A February 21, 2024 Environmental Commission Regular Meeting Minutes
Commissioner Devore motioned to approve the February 21, 2024, regular meeting minutes. Motion passed 5-0.

4. New Business

- 4.A Arbor Day Tree Giveaway Program Expansion Proposal
Nichole Baker reviewed the current Arbor Day Tree Giveaway program. The current program will remain in place. New funding has been secured. The new proposal would give away around 30 more trees, and they don't have to be planted in the right of way. This will start next month and addresses L-1.5 of the new sustainability plan regarding green space and tree canopy cover. Commissioner Black motioned to approve the Arbor Day Tree Giveaway Program Expansion Proposal and forward it to City Council for approval. Motion passed 5-0.

5. Unfinished Business

5.A Comprehensive Plan Update

Jeremy Johnston asked members of the Commission if they had any suggestions for the Comprehensive Plan update. Since the new sustainability plan will become part of the update, the members did not have additional information to add. Johnston will come back to the Commission in the future.

5.B Sustainability Energy Plan Strategies

Staff members Behrends Cerniwey and Baker discussed the Sustainability Energy Plan. Grants have been applied for and will likely dictate the priority of actions. The City Council will prioritize policies. Once those are established, the Commission can decide how to take action in a cost-effective manner. Changing the Commission's name was contemplated, but the consensus was to keep the name the same or keep "Environmental" in the title. For the next meeting, the roles and responsibilities of the Commission will be reviewed. Does the Commission want a larger group, including a voting liaison, add a CWU member, etc.?

6. Bicycle Advisory

6.A Bike Month Event Discussion

Nancy Lillquist stated there will be an event at the Farmer's market on May 18, 2024, from 9:00 a.m.- 12:00 p.m. with educational materials, helmet fitting, safety checks, possible bike lights, bike bells, tube recycling, and bike exchanges. A couple of bike rides will be scheduled for varying experience levels. For bike month, there are many event days, such as "ride bike to market day", in addition to bike rentals available in Roslyn. Bike safety, bike adventure riders will do presentations, and theft protection will be included during the month. There are possible grants from Cascade bicycle club for two grade school age programs.

6.B Bicycle Friendly Community Report Card

The Commission members will need to prioritize actions. Devore will look into the definition of "bicycle friendly business" in the report card. How to evaluate ridership was discussed. Other areas of the report card that received low numbers will be clarified and looked at to increase the score possibly.

6.C Correspondance from Devorah Greenspan

Public Works had submitted comments in response to the correspondence from Devorah Greenspan. It is agreed that biking on Water Street presents challenges due to all the traffic and reduced space. The bike lane has an uneven lip and chip seal which creates issues. More education involving the public turning and looking for riders before opening the car door is needed. The four-way signs at Dry Creek and Reecer Creek are in the Kittitas County Jurisdiction. Dan Carlson will create a letter of response.

7. Citizen Comment

None

8. Staff Update/Discussion Items

None

9. Adjournment

The meeting was adjourned at 6:35 p.m.



CITY OF ELLENSBURG

Minutes of Environmental Commission, Regular Meeting

Date of Meeting

April 17, 2024

Time of Meeting

5:15 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

The meeting was called to order at 5:15 p.m.

Present: Christina Wollman, Jean Marie Linhart, Jess Black, Ravin Harlin, Brenda Devore, Kristine Steinkownig

Also Present: Laura Wilson-Planner; Kathy Boots-Planning Technician; Nichole Baker-Sustainability & Energy Coordinator; Nancy Lillquist-City Council Liaison

Aaron Peterson is no longer a commissioner.

2. Approval of Agenda

No changes

3. Approval of Minutes

3.A March 20, 2024 Environmental Commission Regular Meeting Minutes

Linhart motioned to approve the meeting minutes from March 20, 2024. Motion approved 6-0.

4. Citizen Comment

None

5. New Business

5.A June 19, 2024 Holiday Closure

The June 19, 2024, meeting has been rescheduled to June 12, 2024, due to the holiday. Linhart motioned to move the June 19, 2024, meeting to June 12, 2024. Motion approved 6-0.

6. Unfinished Business

None

7. Bicycle Advisory

7.A Bike Month Planning

The list of activities was discussed. Flyers and handouts were available. There will be a press release and fliers will be distributed to the schools. Lillquist will

contact the DEI and see if there is a way to collaborate and improve equity. Thank you cards for the sponsors will be kept at the Community Development office for members to drop by and sign.

8. Staff Update/Discussion Items

8.A Arbor Day Tree Giveaway Program Expansion

The expansion program was approved by the City Council and has started. The number and type of trees will be tracked. A flyer was made. Baker will bring back numbers to the group at a future meeting.

9. Adjournment

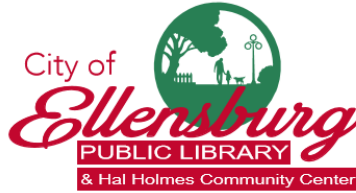
The meeting was adjourned at 5:48 p.m.

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

April 9, 2024

4:30 p.m.

Council Conference Room

Marty Blackson, Chair, term expires December 31, 2027

Vikki Carpenter, term expires December 31, 2026

Andreina Delgado, term expires December 31, 2028

Loretta Gray, Secretary, term expires December 31, 2027

Mary James, term expires December 31, 2027

Melina Meador, term expires December 31, 2024

Richard Moreno, term expires December 31, 2026

I. CALL TO ORDER

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

II. ATTENDANCE

PRESENT: Vikki Carpenter, Andreina Delgado, Mary James, Melina Meador, Richard Moreno

COUNCIL LIASON: Sarah Beauchamp

ABSENT: Marty Blackson, Loretta Gray

VISITORS: None

STAFF: Josephine Camarillo, Aaron Reiman

III. APPROVAL OF AGENDA

Motion made by James to approve the agenda with amendment to begin with Robert's Rules of Order training , seconded, **motion approved**. Motion passed 5-0.

IV. GUEST PRESENTER

A. Robert's Rules of Order training with Aaron Reiman

V. APPROVAL OF MINUTES

Motion made by Meador to approve the February 16, 2024 minutes, motion seconded, **motion approved**. Motion passed 5-0.

VI. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

None.

VII. REPORTS

A. Director's Report for January: (1) Eclipse program with Cassandra Fallscheer offered free viewing glasses to attendees (2) Library Spring cleaning day went well. Nearly 70% of public areas were completed. (3) Sue's is back from leave. (4) Jigsaw puzzle competition was held with 70s disco theme. Event was super groovy!

B. Budget Report: No report.

C. Friends of the Library Report: Upcoming Big Upstairs Book Sale scheduled for May 4th.

VIII. UNFINISHED BUSINESS

A. None

IX. NEW BUSINESS

A. Mary Holmgren submitted her resignation from the Board due to medical reasons. There is now one seat open. Board members asked to help recruit potential candidates.

X. UPCOMING PROGRAMS/EVENTS

For April the following have been scheduled: (1) Children's storytime resumes April 2, (2) WA Humanities Speaker Elise Hooper on April 15, (3) Cultural Conversations on April 23, (4) OBOC author Roy Scranton on April 26.

XI. UNSCHEDULED BUSINESS

None.

XII. NEXT MEETING

Tuesday, April 9, at City Hall

XIII. ADJOURNMENT

With no further discussion, meeting adjourned by Blackson at 5:02.

Respectfully submitted,
Josephine Camarillo, staff

Re: [External] Board Member Recruitment Process Feedback

From: Bob Rapp <[REDACTED]>
Sent: Wednesday, March 27, 2024 1:01 AM
To: Kristine Miller <director@ellensburgcenterfuse.com>
Cc: [REDACTED]
Subject: Re: [External] Board Member Recruitment Process Feedback

Kristine - it has been a pleasure serving on the CenterFuse board for these last few years. As I am now in a new role as CTO/CDO for a global payment processing company, I am finding it a challenge to give the sort of partnership, support and insights that make my contribution valuable to the team and the community we serve. It is with reluctance that I need to resign effective immediately so that you may use the above process to fill each board vacancy in the most efficient and effective way possible. Thanks to each board member and to CenterFuse for being a key part of the community seeking to help attract high-quality, family wage jobs to the valley. Best - Bob Rapp - CTO/CDO P97 Networks LLC

Bob Rapp
CTO/CDO
P97 Networks, LLC
[REDACTED]

www.p97.com

[Book time with Bob Rapp](#) (6am to 6pm PST M-F)

This message is for the designated recipient only and may contain privileged (or proprietary) or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

4.2 Board Input on Adjusting Strategies Based on Task Force Outcomes

The board deliberated on the next steps for a potential partnership with the Kittitas County Chamber of Commerce. Charlie Smith expressed his approval for Chamber CEO Amy and CenterFuse Executive Director Kristine Miller to collaborate. Jared Vallejo highlighted the importance of CenterFuse maintaining its autonomy while still engaging in a meaningful partnership. Del Bankston emphasized the necessity for collaborative meetings to align goals and work towards common objectives. John Perrie pointed out the critical need to avoid competition between the directors of CenterFuse and the Chamber when forming connections. The conversation stressed clarity in communication as essential, as summarized by Charlie Smith who noted that everything must be clear as "clear is kind." Jennifer underscored the importance of ongoing communication. process, not just at the end.

4.3 Determination of Next Steps

Kelle Vanderbilt noted the importance of the city receiving feedback. Executive Director Miller mentioned that a communication matrix, like those used in project management, could be beneficial in organizing the partnership discussions. Amy and Kristine will discuss further to define what the partnership will entail. Dawn Alford emphasized the importance of managing communications effectively and consistently throughout the process, not just at the end.

5. New Initiatives and Projects (15 minutes)

5.1 Introduction of Potential New CenterFuse Initiatives Related to Macro-Economic Changes, WEDA Winter Conference Insights, and Recent Discussions with Community Stakeholders

Executive Director Miller shared some key points from the conference related to Artificial Intelligence, healthcare in the state and the "Start Trek Economy". Asked board members to consider what changes we might need to make to strategy and initiatives in light of macroeconomic changes.

5.2 Board Feedback on Potential Initiatives

Nothing to report.

5.3 Determination of Next Steps

Nothing to report.

7. Closing (5 minutes)

7.1 Summary of Decisions and Action Items

Nothing to report.

7.2 For the Good of the Order

Del Bankston resigned from the CenterFuse board due to moving out of the area.

Adjournment – time 5:32 PM Motion to adjourn by Del Bankston.

Drafted: 3/14/2024

Approved: *Dawn Alford*

Submitted by: Kristine Miller

From: Kristine Miller <director@ellensburgcenterfuse.com>

Sent: Thursday, May 2, 2024 1:09 PM

To: Heidi Behrends Cerniwey <cerniweyh@ci.ellensburg.wa.us>

Subject: [Ext] Notification of Board Decision: Reduction of CenterFuse Board Seats from Nine to Seven

Dear Heidi,

I hope this email finds you well. I am writing to formally notify you of a recent decision made by the CenterFuse board during the April 10 meeting.

At the April 10 meeting, the board conducted a vote to reduce the number of board seats from nine to seven. This motion was initiated by John Perrie and seconded by Dawn Alford. The motion passed unanimously.

Thank you and please feel free to reach out if you require any further information.

Respectfully,

Kristine



Kristine Miller, MBA
CenterFuse Executive Director
E. director@ellensburgcenterfuse.com
O. (509) 955-3880
C. (509) 306-5023



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance - Department of Natural Resources 2023 Community Forestry Assistance Grant
Submitted by: Erin McGowan, Stormwater/Horticulturist
Department: Public Works & Utilities

Suggested Motion/Action:

Move to accept the Department of Natural Resources (DNR) 2023 Community Forestry Assistance Grant as complete.

Background/Summary:

The projects funded by the DNR 2023 Community Forestry Assistance Grant are complete. The grant funded two projects, a Street Tree Re-Inventory and an Urban Tree Canopy Assessment.

- The Street Tree Re-Inventory Project completed a comprehensive update of the City's existing street tree inventory, assessed the condition of the trees within the right-of-way, and summarized the data in an inventory report. The tree inventory data was delivered in a shape file compatible with the City's ArcGIS system, and outlined in a Street Tree Analysis & Summary Report.
- The Urban Tree Canopy (UTC) Assessment Project completed a full assessment of the UTC within the City Limits and acquired a three-year web-based software subscription to TreePlotter Canopy. The UTC assessment analyzed land classification, mapping, planting prioritization for green equity, and ecosystem benefits, which were then summarized in the final Urban Tree Canopy Assessment report.

Previous Council Action:

Council authorized the City Manager to sign the 2023 Community Forestry Assistance Grant Agreement and approved the necessary budget expenditures.

Analysis:

The budgeted costs for Street Tree Re-Inventory and Urban Tree Canopy Assessment Projects were \$80,000. The 2023 Community Forestry Assistance Grant funded \$40,000 and \$40,000 was paid from the General Fund. The final cost was \$85,584.37. The extra cost was a result of the Street Tree Inventory Analysis & Assessment Report, which was not part of the original scope of work.

Financial Impact:

The additional \$5,584.37 was paid for out of the Council adopted Stormwater Budget.

Budget Adjustment: No

Attachments:

None



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment 1 to the 2023 Electrical System Plan Consultant Services Agreement
Submitted by: Paul Meyer, Electrical Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to execute Amendment 1 to the 2023 Electrical System Plan Consultant Services Agreement, and approve the necessary budget adjustments.

Background/Summary:

Every six years, the City of Ellensburg hires a consultant to perform an electric system study to analyze our distribution system and infrastructure needs based on load requirements. The last study was completed in 2017. This study includes reviewing and updating our current distribution system's model, determining the City's load growth requirements based on population increases and development of a six-year capital facilities plan.

Previous system models were based off of AutoCAD maps, Excel spreadsheets and Access databases, updating the existing system model proved to be inefficient and resulted in a model that did not have the desired accuracy. Staff have made improvements to the Light Departments GIS database that will allow its use in the creation of a completely new system model. Using the GIS model as a basis for the system model increases accuracy and makes future updates simpler and easier. This requires the consultant to create a model from scratch and includes the creation of automation scripts and data validation tools that were not included in the initial scope of work.

Previous Council Action:

12-04-2023 - original contract approval.

Analysis:

The attached contract Amendment 1 revises the contract to include the additional scope of work and the increase in the contract amount.

Financial Impact:

The Public Works and Utilities Dept. budgeted for this project in the 2023/2024 Electric Utility Budget. The current fee from the consultant is \$211,375.66 including tax. The 2023/2024 Electric Utility Fund has an adequate ending fund balance to cover the additional costs for these additional services. A supplemental budget adjustment of \$24,194.88 in the Electric Utility Fund is needed.

Budget Adjustment: Yes

Attachments:

1. RFQ R23-02 2023 Electrical System Plan - Amendment #1

**AMENDMENT 1 TO THE
2023 ELECTRICAL SYSTEM PLAN
BETWEEN THE
CITY OF ELLENSBURG
AND
POWER ENGINEERS INC.**

RELATING TO: MAXIMUM COMPENSATION AND SCOPE OF WORK

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between THE CITY OF ELLENSBURG (hereinafter called the "CITY") and POWER ENGINEERS INC., (hereinafter called the "CONSULTANT").

WHEREAS, the CITY entered into a CONTRACT with the CONSULTANT on December 4, 2023, (the CONTRACT); and

WHEREAS, the CITY desires to amend the CONTRACT to revise the scope of work; and

WHEREAS, the CITY desires to amend the CONTRACT to revise the maximum compensation required to incorporate the additional scope of work; and

WHEREAS, Section 12, 13 and 22 of the CONTRACT provides that the contract terms may be changed by execution of an amendment signed by the parties;

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

I MAXIMUM COMPENSATION

Section 5.1 of the original Contract is amended to read as follows:

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 ~~\$241,375.66~~ \$235,570.54 including tax. 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.

II SCOPE OF WORK

"Exhibit A – Scope of Work" of the original Contract is amended to add the following scope of work:

Create a new Synergi system analysis model based off the City's GIS system and incorporate load and customer consumption information from the City's customer information system.

Generation of the new model will require the addition of the following project tasks:

- Merge 3 feature classes of meter data into one and clean the data for duplicates, foreign utility meters and fix null fields. Incorporate sub addresses (apartments and suites etc.) where necessary.
- Match and update consumption data by address and equipment ID.
- Utilize feeder and primary GIS fields to identify system nodes and create model sections geographically marked.
- Generate access and excel datasets from the GIS and consumption data. Create scripts to process read and write from those files and create the Synergi dataset.
- Allocate customer consumption to sections.
- Validate system model to AutoCAD map data.

Except as modified herein, the original CONTRACT shall remain in effect.

In WITNESS WHEREOF, the parties hereto have executed Amendment 1 to the Contract as of the date and year first written above.

CITY OF ELLENSBURG

APPROVED AS TO FORM:

HEIDI BEHREND S CERNIWEY, CITY MANAGER

TERRY WEINER, CITY ATTORNEY

CONSULTANT

ATTEST:

DAVID LESLIE, VICE PRESIDENT

BETH LEADER, CITY CLERK



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment No. 1 to the Natural Gas Asset Management Services & Purchasing Base Agreement
Submitted by: Buddy Stanavich , Energy Resources Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to sign Amendment No. 1 to the Natural Gas Asset Management Services Agreement and Base Agreement with Shell Energy North America (or in substantially similar form).

Background/Summary:

The City's natural gas utility utilizes two types of agreements to procure and deliver natural gas to our 'City Gate' station in Ellensburg. 1) The Asset Management Services Agreement (AMSA) is for a vendor to use the City's gas transportation and storage contracts to nominate and deliver our natural gas and 2) a Base Agreement to define financial responsibilities of the natural gas purchase transaction.

Previous Council Action:

The council approved the current Natural Gas Asset Management Services Agreement and Base Agreement with Shell Energy North America in 2019.

Analysis:

The current Natural Gas Asset Management Services Agreement expires June 30, 2024. This amendment extends the term of the contract with Shell Energy North America for an additional two (2) years from July 1, 2024, through June 30, 2026. The "Projected Month-Ahead Contract Quantities" and both monthly and daily Index premiums in Table 2.2 were updated to reflect the additional term and current Index premiums. This term extension achieves the City's goal of providing the lowest cost natural gas (rates) along with continuing reliable service through a quality asset management services provider at a low cost.

Financial Impact:

Asset management service expenses for 2023 were roughly \$23,000, with wholesale natural gas purchases totaling just over \$4,500,000 for the same period. These expenses are projected to stay relatively flat through 2024 and 2025. Anticipated expenditures through these agreements are included in the adopted natural gas utility budget.

Budget Adjustment: No

Attachments:

1. EBURG Amendment to AMSA May 2024

AMENDMENT NO. 1 TO ASSET MANAGEMENT SERVICES AGREEMENT

This AMENDMENT NO. 1 To the ASSET MANAGEMENT SERVICES AGREEMENT (this “Amendment”) is entered into as of May 21, 2024, but shall be effective as of July 1, 2024 (the “Effective Date”), by and between **Shell Energy North America (US), L.P.** (including its successors and permitted assigns, “Shell Energy”) and the **City of Ellensburg**, (“Ellensburg”) (including its successors and permitted assigns, “Owner”) (each individually a “Party” and collectively the “Parties”).

This Amendment is being provided pursuant to and in accordance with (i) the **Base Contract for Sale and Purchase of Natural Gas Agreement** between the Parties dated July 1, 2019 (the “**Base Contract**”), (ii) the **Asset Management Services Agreement (“AMSA”)** dated July 1, 2019, (iii) the previously agreed upon **ATTACHMENT 1** to the Base Contract dated July 1, 2019, “**Additional Term Governing Transactions**” between Parties, (iv) and **Exhibit A** proposed amendment to “**Section 4.2 Transportation Management**” dated July 1, 2019. This Amendment, the Base Contract and the Asset Management Services Agreement, including any appendices, attachments, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

RECITALS

WHEREAS, the Parties have previously entered into that certain Asset Management Services Agreement dated July 1, 2019, whereby Shell Energy provides asset management services for Ellensburg’s natural gas transportation, gas storage and gas supply.

WHEREAS, the Parties have now agreed to amend certain provisions of the Agreement; and

WHEREAS, in accordance with the Agreement, any amendment, modification or supplement to the Agreement shall be entered only upon a writing signed by both Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Amendment of the Agreement.** Effective as of the Effective Date (as defined herein), the following provisions set forth in the Agreement shall be and are hereby amended as follows:

a. **Article II - Term**, shall be amended by adding clause:

2.3 Parties may mutually agree to extend the Term of the AMSA for an additional two (2) years from July 1, 2024, through June 30, 2026, effective July 1, 2024 no later than May 31, 2024.

b. **Article IV – Scope of Services**, shall be amended by changing the date shown in the third sentence of clause “**4.3 Storage Management (Clay Basin Storage)**”, subsection “**(ii) Optimization Services for Clay Basin Storage**” from June 30, 2021, to June 30, 2026.

c. **ATTACHMENT 1** shall be amended by adding the following “Projected Month-Ahead Contract Quantities” and both monthly and daily Index premiums” listed in clause:

2. Contract Quantity - Section 2.2 Table 2.2

Month of delivery during Delivery Period (Month/Year)	Projected Month-Ahead Contract Quantity (MMBtu/D ay)	Inside FERC Rockies Index, Index Premium (US\$ per MMBtu)	Inside FERC Sumas Index, Index Premium (US\$ per MMBtu)	GDD Rockies Index, Index Premium (US\$ per MMBtu)	GDD Sumas Index, Index Premium (US\$ per MMBtu)	Fixed Quantities Gas Price, as agreed to by the Parties plus Index Premium (US\$ per MMBtu)
July 2024	705	\$ 0.095	\$ 0.035	\$0.025	\$0.025	\$0.00
August 2024	660	\$ 0.110	\$ 0.035	\$0.025	\$0.025	\$0.00
September 2024	1,033	\$ 0.095	\$ 0.035	\$0.025	\$0.025	\$0.00
October 2024	2,249	\$ 0.075	\$ 0.030	\$0.03	\$0.025	\$0.00
November 2024	3,051	\$ 0.175	\$ 0.170	\$0.07	\$0.10	\$0.00
December 2024	3,770	\$ 0.425	\$ 0.270	\$0.10	\$0.13	\$0.00
January 2025	3,886	\$ 0.475	\$ 0.270	\$0.10	\$0.13	\$0.00
February 2025	3,830	\$ 0.375	\$ 0.270	\$0.10	\$0.13	\$0.00
March 2025	2,818	\$ 0.175	\$ 0.145	\$0.05	\$0.07	\$0.00
April 2025	1,821	\$ 0.075	\$ 0.040	\$0.025	\$0.025	\$0.00
May 2025	1,055	\$ 0.075	\$ 0.040	\$0.025	\$0.025	\$0.00
June 2025	861	\$ 0.085	\$ 0.040	\$0.025	\$0.025	\$0.00
July 2025	705	\$ 0.145	\$ 0.040	\$0.025	\$0.025	\$0.00
August 2025	660	\$ 0.155	\$ 0.040	\$0.025	\$0.025	\$0.00
September 2025	1,033	\$ 0.135	\$ 0.040	\$0.025	\$0.025	\$0.00
October 2025	2,249	\$ 0.080	\$ 0.040	\$0.025	\$0.025	\$0.00
November 2025	3,051	\$ 0.125	\$ 0.120	\$0.07	\$0.10	\$0.00
December 2025	3,770	\$ 0.425	\$ 0.215	\$0.10	\$0.13	\$0.00
January 2026	3,886	\$ 0.425	\$ 0.275	\$0.10	\$0.13	\$0.00
February 2026	3,830	\$ 0.375	\$ 0.275	\$0.10	\$0.13	\$0.00
March 2026	2,818	\$ 0.125	\$ 0.255	\$0.05	\$0.07	\$0.00
April 2026	1,821	\$ 0.075	\$ 0.040	\$0.025	\$0.025	\$0.00
May 2026	1,055	\$ 0.075	\$ 0.040	\$0.025	\$0.025	\$0.00
June 2026	861	\$ 0.085	\$ 0.040	\$0.025	\$0.025	\$0.00

2. Representations. Each Party hereby represents and warrants to the other Party that:

- a. it has the full power and authority to execute and deliver this Amendment and to perform all of its obligations hereunder;
- b. its obligations under the Agreement, as amended hereby, constitute its legal, valid and binding obligations, enforceable in accordance with its respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
- c. all representations contained in the Agreement, as amended, are true and accurate as of the date of this Amendment and that such representations are deemed to be given or repeated by each Party, as the case may be, on the date of this Amendment.

3. Miscellaneous.

- a. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings specified in the Agreement.
- b. Entire Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto. Except as expressly set forth in this Amendment, all other provisions of the Agreement remain unchanged, in full force and effect, and shall be binding upon the Parties, their representatives, successors and assigns. From and after the date hereof, references to the Agreement will be understood to mean the Agreement as amended by this Amendment.
- c. Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures. Delivery of an executed signature page of this amendment by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
- d. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the Effective Date.

[Separate Signature Page(s) Attached]

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first above written.

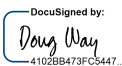
CITY OF ELLENSBURG

By: _____

Name: _____
(Print/Type)

Title: _____

SHELL ENERGY NORTH AMERICA (US), L.P.

By:  _____

Name: Doug Way
(Print/Type)

Title: Vice President Trading



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Professional Services Consultant Agreement for Phase 1 of the Engineering and Design of the Helena Ave Improvements Project

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Move to authorize the City Manager to execute the 'Cost Plus Fixed Fee' contract with Ardurra in the amount of \$149,953.39 and authorize the Public Works & Utilities Director to access the \$14,995.34 Management Reserve portion of the contract if necessary.

Background/Summary:

Staff has performed a consultant selection for the engineering and design of the Helena Ave Improvements project. Staff is requesting Council authorize the City Manager to execute the 'Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement' with Ardurra for these services and authorize the Public Works & Utilities Director to access the Management Reserve portion of the contract if necessary.

The City of Ellensburg was successful in securing funding for the design of the Helena Ave Improvements early in 2022 through a 2022 Supplemental Transportation Budget State Funding allocation. The proposed project will provide the design to widen and extend Helena Ave from Water St west to the Palouse to Cascades (PTC) Trail and includes installation of sidewalks, bike lanes, and illumination.

The completed project design estimate is \$450,000, with the state budget funding 100% of the design work. Phase 1 is for survey, conceptual design, environmental kickoff and preliminary right-of-way assessment. Phase 2 will complete the design with final scope to be determined after completion of Phase 1. No construction funds have been secured at this time. The anticipated project timeline has Phase 1 design completed in late 2024 with Phase 2 final design completed in the summer of 2025.

Previous Council Action:

None

Analysis:

Staff went through a qualifications-based consultant selection process based on requirements associated with federal funding in case federal funds are secured in the future for construction. Two consultant teams were interviewed for the project and Ardurra was selected.

Staff then negotiated a 'Cost Plus Fixed Fee' contract in the amount of \$149,953.39 to perform Phase 1 of the design work. The contract includes a topographic survey, conceptual design, environmental kickoff and preliminary right-of-way assessment. The contract also includes a 'Management Reserve' of \$14,995.34. Phase 2 scoping to complete the design will be performed after completion of Phase 1.

WSDOT has authorized the full \$450,000 of funding for preliminary engineering design and right of way acquisition as needed for the project. The full funds will also be utilized for Phase 2 of the project after completion of Phase 1.

Financial Impact:

The \$450,000 for preliminary engineering and design is budgeted within the 2024 Arterial Street Fund and will be reimbursed through the state's budget allocation.

Budget Adjustment: No

Attachments:

1. Ardurra Professional Services Agreement

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Ardurra Group, Inc.		
Address 5 N. Chelan Ave, Wenatchee, WA 98801	Federal Aid Number	
UBI Number 605-014-501	Federal TIN or SSN Number	
Execution Date	Completion Date December 31, 2026	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title Helena Avenue Improvements		
Description of Work Design of street improvements and extension of Helena Avenue from Water Street to about 700 feet west of Cora Street.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$149,953.39 Management Reserve Fund: \$14,995.34 Maximum Amount Payable: \$164,948.73

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Ellensburg hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Derek Mayo, P.E.		Name: Josh Fedora	
Agency: City of Ellensburg		Agency: Ardurra Group, Inc.	
Address: 501 North Anderson Street		Address: 5 N Chelan Ave	
City: Ellensburg	State: WA	City: Wenatchee	State: WA
Zip: 98926		Zip: 98801	
Email: mayod@ci.ellensburg.wa.us		Email: jfedora@ardurra.com	
Phone: 509 926-7230		Phone: 509 860 2426	
Facsimile: N/A		Facsimile: N/A	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT 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 \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number:

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Derek Mayo, P.E.
Agency: City of Ellensburg
Address: 501 N Anderson Street
City: Ellensburg State: WA Zip: 98926
Email: mayod@ci.ellensburg.wa.us
Phone: 509 962-7230
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Project No.

Please See Attached Exhibit A, Scope of Work

Agreement Number:



Ardurra, Inc.
15. N Chelan Avenue
Wenatchee, WA 98801

Exhibit A
Scope of Work
City of Ellensburg
Helena Avenue Improvements Phase 1
Ardurra Project No. 240165
April 29, 2024

Background and Introduction

Ardurra Group Inc. is pleased to have been selected as the prime consultant for the Helena Avenue Improvements Phase 1 project for the City of Ellensburg. The Helena Avenue project will provide connectivity to the existing termination at N Cora Street as well as the pending Foster North development. The project will include roadway extension and widening; pavement rehabilitation; installation of curb, gutter, sidewalk, driveway entrances and curb ramps; lighting; a new bridge canal crossing; and stormwater infrastructure. The first portion of Phase 1 of this project will include high-level concept design for the Helena Ave Improvements Project. Below is a detailed scope of work for the current list of services requested by the city for Phase 1:

Scope of Services

Task 1.0 Project Management

Ardurra will manage internal resources, invoicing, project delivery schedule, and project related coordination. Specific tasks include:

Consultant Responsibilities:

- **Task 1.1: General Project Coordination and Management:** General coordination, communication, scheduling of work, and meetings. Management of internal resources, project delivery schedule, and budget trajectory tracking.
- **Task 1.2: General Subconsultant Coordination:** Assume 1 hours/month for 12 months. General coordination, communication, scheduling of work, and meetings related specifically to subconsultants.

- **Task 1.3: Project Management Meetings:** Assume 2 hours every other month for 12 months. Prepare for, attend, and perform follow up tasks for monthly project management meetings with the city.
- **Task 1.4: Invoicing, Progress Reports, and Contract Administration:** Prepare, review, and finalize monthly invoices, progress reports, and perform general contract administration and labor tracking tasks.

Assumptions:

- None

Deliverables:

- Meeting agendas/notes
- Monthly invoices and progress reports

Task 2.0 Topographic Survey and Boundary Survey

Ardurra will perform a topographic and boundary survey to collect all survey data necessary to complete a base map for civil design team use. The length of the survey area is approximately 2800 feet along Helena Ave extending from the switch yard to the west to about 200 feet east of the Water Street. To provide for project connections and other project activities, the survey area will also extend up to 200 feet along the north and south legs of the Water Street intersection, up to 200 feet north and south along the canal, and up to 200 feet south along Cora Street. The topographic survey area will encompass approximately 8.5 acres. Supplemental survey may be needed when the Towne Ditch canal is dry and can be provided under a subsequent scope of work as necessary. The survey effort will be performed as follows:

- **Task 2.1 Coordination:** Coordinate with the client to schedule and complete field work and survey deliverables as needed.
- **Task 2.2 Preparation, Research, and Locates:** Ardurra will prepare coordinate search points for field crew assistance in boundary reconnaissance. Ardurra will gather existing roadway plans, plats, records of survey, and deeds to assist in Right of Way and Boundary determination. Ardurra will make the 811 utility locate service calls along the project area and coordinate with the locators as needed. We will then field survey the marked utilities and incorporate them into the base map.
- **Task 2.3 Right of Entry Support:** Right of entry form letters will be prepared and sent out by the City of Ellensburg. Ardurra will review the letters and help the city as needed. We will track conditions and terms received as the city supplies them to us. It is estimated there will be no more than 28 parcels that will require right of entry.

- **Task 2.4 Right of Way and Parcel Boundary Reconnaissance:** Ardurra will locate existing survey corner monuments and occupational features as necessary to determine the right of way lines and boundary lines of parcels.
- **Task 2.5 Boundary Analysis:** All field information and observations will be reduced, analyzed, and adjusted. The resultant information will be analyzed to determine existing roadway ROW lines and applicable property boundaries.
- **Task 2.6 Control Setup:** All horizontal control will be based on the North American Datum of 1983 (NAD 83) Washington Plane Coordinate System, North Zone and projected to the ground. All vertical control will be on the North American Vertical Datum of 1988 (NAVD 88). The horizontal coordinates and elevations will be primarily derived using static GPS. At least three (3) primary control points will be set using a 3/8-inch diameter rebar with a red plastic. Secondary control will be set where necessary. All primary control set will be a 3/8-inch diameter rebar and red plastic cap unless conditions or permissions do not allow. Every attempt will be made to set primary control points in an area that can be utilized during the construction phase of this project.
- **Task 2.7 Field Topographic Survey:** Ardurra will complete a topographic and site feature survey within the corridor described above. The topographic survey will be surveyed in a manner capable of creating 1-foot contours with spot elevations to 0.05-foot accuracy on hard surfaces and 0.20 accuracy on ground surfaces. Key features will be picked up to include, utility features, pavement, trees, sidewalks, structures, etc. The channel of the “Towne Ditch” will be surveyed when the channel is dried up in the fall.
- **Task 2.8 Base Mapping:** A model survey base map in civil 3d will be drafted to include all right of way and applicable property boundaries. The base map will also include all necessary topographic data.

Assumptions:

- This task is limited to developing a topographic basemap and identifying existing right of way and parcel boundaries. Survey work to support the acquisition process will be done under a subsequent scope of work.
- This task is limited to a single mobilization for survey effort. If subsequent survey for the canal during the dry season or other survey not described here is needed it can be completed under a subsequent scope of work.

Deliverables:

- Topographic Survey and Existing Right-of-Way in CAD format.

Task 3.0 Preliminary Concept Design and Cost Estimate

Using the survey and traffic study as a basis, Ardurra will develop a preliminary CAD based design concept, including coordination with various stakeholders. The goal of this task is to define the preliminary project geometry and establish preliminary concurrence with project decision makers, stakeholders, and coordinating agencies and provide a preliminary opinion of probable cost. Specific tasks include the following:

Consultant Responsibilities:

- **Task 3.1 Preliminary Concept Design - Draft:** Once the survey basemap is complete, Ardurra will develop a CAD drawing that defines the project as it is currently understood. The preliminary concept will be used as the basis of discussion for subsequent coordination and identification of coordination items.
- **Task 3.2 Canal Coordination:** Ardurra will engage in coordination with the irrigation district/owners of the Towne Ditch with regard to hydraulic parameters, demolition and reconstruction of existing structure, ditch access road requirements, and any other parameters that will inform the overall design.
- **Task 3.3 Utility Coordination:** Ardurra will engage in coordination with city and franchise utilities with regard to existing utility locations, requests for as-built information, verification of surveyed utility data, feasibility of relocations (if any) and any other parameters that will inform the overall design.
- **Task 3.4 Developer Coordination:** Ardurra will engage in coordination with adjacent residential developers with regard to adjacent project geometry, project timing, intersection expectations, utility routing needs, sharing of CAD files, sharing of data collection and studies, and any other parameters that will inform the overall design.
- **Task 3.5 School Coordination:** Ardurra will engage in coordination with the school district with regard to coordination needs that influence project geometry, coordination with planned expansion or other school projects, intersection expectations, bus routing needs, sharing of CAD files, sharing of data collection and studies, etc.
- **Task 3.6 Preliminary Property Owner Coordination Support:** Ardurra will support the city as they engage adjacent residents to inform them about the project and solicit preliminary input from them and insights that might effect the project.
- **Task 3.7 Preliminary Bridge Geometry and Roadway Profile:** Ardurra will develop preliminary bridge geometry and roadway profile based on coordination with DCI as they develop the TS&L alternatives, coordination with the canal owners, with input from the geotechnical investigation, and with input from the hydraulic modeling. This task will identify the geometric parameters of the bridge including a preliminary vertical profile of the corridor and intersections.

- **Task 3.8 Coordination/Incorporation of Preliminary Storm Design:** Ardurra will coordinate with Osborne as they develop a preliminary storm design that is well-coordinated with the other project elements and preliminary road geometry. Ardurra will incorporate the preliminary storm design into the overall design.
- **Task 3.9 Preliminary Concept Plan - Final:** Ardurra will incorporate information derived from each of the coordination efforts as well as work completed on other scope tasks to finalize a preliminary concept design.
- **Task 3.10 Preliminary Concept Cost Estimate - Final:** Ardurra will estimate quantities for the final concept design and provide an updated project cost estimate.

Assumptions:

- The City of Ellensburg will help to introduce and facilitate coordination with various entities listed as necessary to maximize the productivity of the coordination efforts.

Deliverables:

- Preliminary Concept Design – Draft. Scroll plot or figure sheets in pdf format.
- Preliminary Concept Design – Final. Scroll plot or figure sheets in pdf format.
- Preliminary Cost Estimate – Final. Excel spreadsheet and/or pdf format.
- Preliminary Coordination Memo – Brief (2-page max.) memo summarizing coordination efforts and preliminary decision making made in this task.

Task 4.0 Traffic Study

A design traffic study will be performed to affirm the controls and geometrics that should be deployed to optimize multimodal mobility for the corridor. The analysis will be developed based on review of 20-year traffic forecasts, per industry practice, accounting for expected area development and predicting the cut-through traffic likely to divert from north Ellensburg to I-90 Interchange 106. The analysis will be performed in compliance with the methodologies and guidance provided by the Highway Capacity Manual (TRB, 2016), A Policy on the Geometric Design of Highways and Streets (AASHTO, 7th Edition, 2018), the Manual on Uniform Traffic Control Devices (FHWA, 11th Edition, 2023), the WSDOT Design Manual, and City of Ellensburg Street Standards. The outcome will be a design report that recommends intersection traffic controls, roadway and intersection geometrics, and bicycle and pedestrian accommodations, including crossings, and traffic demands forecasts for the purpose of geotechnical evaluation, including truck forecast.

Consultant Responsibilities:

- **Task 4.1: Background Data:** Data will be collected to support the design report, including but not limited to, plats/site plans, historical traffic data, collision data, the City Transportation Plan, development traffic studies, etc.
- **Task 4.2: Traffic Counts:** Intersection and roadway traffic and classification counts that are provided by the city will be evaluated and analyzed for up to eight locations (four intersections and four roads) to support the demand and capacity analysis.
- **Task 4.3: Travel Demands:** Using land use data and historical traffic conditions, travel demands will be predicted for Helena Avenue, Water Street, Cora Street, 15th Avenue, Dry Creek Road, and Reeser Creek Road, including intersections.
- **Task 4.4: Control and Geometric Analysis:** Using Synchro (Trafficware, 2024) and warrants sourced from the documents noted above, controls and geometrics will be reviewed for the study area. Controls will include stop sign application, signalization, and roundabouts, working to maintain a forecast LOS C standard per City code. Turn lane warrants will be reviewed for intersections, capacity thresholds will be reviewed for roadway segments, and crossing warrants will be reviewed for pedestrian crossings.
- **Task 4.5: Documentation:** A design report will be developed to support design recommendations and provide justification for grant applications. Illustrations may be used to present technical information in addition to the design concept. The design report will be used the basis for completion of the preliminary concept design task.

Assumptions:

- No traffic counts will be performed as part of this scope of work. Traffic counts and other input data will be provided to Ardurra by the city.

Deliverables:

- Draft Design Report
- Final Design Report

Task 5.0 Environmental

Ardurra will facilitate initial dialog and information gathering activities for the project that can be used to support a full scope of environmental tasks that will be provided under a subsequent scope of work. Specific tasks for this scope of work include:

- **Task 5.1: Preliminary Agency Coordination:** Ardurra will kick-off initial coordination of the federal NEPA process between Bonneville Power Administration (BPA) and WSDOT personnel. Coordination for this scope of work will be limited to informational exchanges between the agencies regarding future development of the WSDOT Categorical Exclusion (CE) for the project, which will be developed by Ardurra, and BPA's

preparation of their Categorical Exclusion (CX) associated with the portion of the project located on BPA managed land. Additionally, preapplication coordination with the BPA Real Property Field Services Division will be conducted regarding the portion of the project within Parcel No. 872833, owned by BPA, to ascertain any information requirements associated with the right of use application process.

Assumptions:

- It is anticipated that active information sharing and coordination between the agencies and Ardurra will be required throughout the NEPA process to ensure timely review and completion of both the WSDOT CE and the BPA CX documents and facilitate the BPA real estate process. This ongoing coordination will be performed under a subsequent scope of work. Only the initial dialog will be facilitated under this scope of work.
- BPA Right of Use Permit, WSDOT CE documentation, SEPA, Environmental Due diligence audit, Habitat Management Plan, Cultural Resources Study, and any other environmental permitting or documentation task not specifically identified are not included in this scope of work.

Deliverables:

- No specific deliverables for this task.

Task S1 – Stormwater Design (Osborn Consulting)

The initial phase of the project is limited to development of a preliminary concept. Osborn Consulting (Osborn) will support Ardurra (Prime) by developing the project's concept stormwater design including water quality treatment, conveyance, and flow control, as well as a stormwater summary memorandum.

Consultant Responsibilities:

Task S1.1: Concept Design and Stormwater Report:

Osborn will complete the following tasks:

- Complete project management tasks including contract setup, monthly status reports, and internal scheduling and staff coordination.
- Attend two (2) virtual meetings to coordinate with City of Ellensburg stormwater staff and/or the maintenance department regarding proposed drainage systems planned for the project.
- Attend three (3) virtual coordination meetings with Prime and/or other subconsultants

- Complete one site visit to observe conditions at the site and collect visual observations to support storm drainage design.
- Complete preliminary sizing calculations for the proposed water quality treatment and flow control facilities.
- Develop a conceptual design sketch showing size, type, and location for storm drainage improvements (GIS or Bluebeam).
- Develop a draft drainage memo documenting the concept design.
- Attend one comment review meeting with the City.

Task S1.1 Assumptions:

- Conceptual designs will be developed in GIS or Bluebeam based on the Prime's preferred design alternative. AutoCAD will not be used. Prime to provide CAD and PDF of Concept Design plans for GIS or Bluebeam markup.
- Conceptual designs will be plan view only, no profiles or pipe sizes will be developed.
- Preliminary sizing for water quality and detention facilities will be completed using simplified sizing equations (e.g. Bioinfiltration Swale Volume Method 1 from the Ecology Manual, which provides a recommended swale volume based on total contributing area). Detailed modeling will be completed during future tasks.
- Conveyance analysis will be conducted based on the topographic survey elevations at expected storm drain connection points. Conveyance sizing will be completed during future tasks.
- Drainage memo will be up to two (2) pages and will be formatted in bullet points to convey overall drainage concepts. The memo may be used as the starting point to develop a full drainage report during future tasks.
- One (1) round of comments from the Prime and City are anticipated prior to the final Task S1.1 deliverables.

Task S1.1 General Assumptions:

- Osborn will rely upon the accuracy and completeness of information, data and materials generated or produced by the City of Ellensburg (City), the Prime, and the Prime's surveyor for topographic survey and utility locating and/or others in relation to this Scope

of Work. If additional verification is required, an amendment to this contract may be necessary.

- Prime will provide CADD base files and templates that have been set up according to City of Ellensburg CADD standards.
- Osborn will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the Prime and Osborn.
- The Prime will be responsible for managing the project schedule, scheduling team and client meetings, and coordinating with the City to collect information.
- The Prime will be responsible for coordination with any other subconsultants (survey, geotechnical, etc.).
- No work will be required by Osborn to investigate streams, wetlands, or other critical environmental features within the project limits.
- No work will be required by Osborn to perform a gutter flow analysis and inlet spacing calculations.
- Based on the on the preliminary geotechnical information provided by the City, shallow groundwater is present adjacent to the project site and there have been some areas of flooding when the irrigation canal is charged in the springtime. Special consideration for stormwater and subsurface management is included in this scope.
- Connection to existing stormwater infrastructure is assumed to be within the project limits. If additional stormwater main extension is required outside of the project limits, an amendment to this contract may be necessary.
- Based on Osborn's current understanding there is no known cultural resources located within the project site.
- Prime will provide proposed grading information. Osborn to provide markup for grade information within stormwater facility footprint and drainage conveyance ditches. Prime to incorporate grade information provide by Osborn into their overall grading plans.
- The City will coordinate with property owners for rights-of-entry and notices in advance to private properties if required for site investigation and data gathering.
- Stormwater design will be completed according to the Department of Ecology (Ecology) 2019 Stormwater Management Manual for Eastern Washington (SWMMEW) as adopted by the City of Ellensburg and City of Ellensburg design standards.

- Osborn will have 3 months of active project work during this scope of work.

Task S1.1 Deliverables:

- Up to one (1) draft and one (1) final conceptual storm drainage design plan (PDF)
- Draft Stormwater Memo (PDF)

General Assumptions and Exclusions

The following are a list of assumptions that apply to this scope of work and services that are specifically excluded from this agreement, but may be added by written authorization of the Client:

Ardurra Design:

- **Exclusions and/or Additional Services**
 - Master Planning and/or Capital Improvement Planning.
 - Ordinance preparation.
 - Special Provisions or Contract Documents
 - 30%,60%/90%/100%/Bid Document Review Packages or any other review submittals not specifically identified in the list of deliverables.
 - Funding Applications
 - Assistance during bidding.
 - Construction management.
 - Environmental permitting and documentation, this may be added by supplement.
 - Cultural Resources work, this may be added by supplement.
 - Environmental mitigation or cleanup.
 - Traffic control
 - Legal services.
 - Agency submittal fees, review fees or permit fees.
 - Client inspired changes or unforeseen changes arising due to regulatory decisions.
 - Any services, product or professional responsibility not specifically described above.

Ardurra Survey:

- **Assumptions:**
 - All boundary corner monuments of record are still existing.
 - Owners of neighboring parcels will be cooperative for entry onto their property.
 - Access to the property is readily available. No locked gates are present.
 - There are not ambiguities within the existing parcel description or overlaps or gaps in the boundary lines of adjoining parcels.

- Indirect traffic control will not be needed.
- Title Reports are not required for right of way determination. If it is found a title report is required, it will be listed as a direct expense.

- **Exclusions and/or Additional Services:**

- Fees for per diem and hotels
- Additional surveying due to missing or disturbed corner monuments of record.
- Record of Survey and setting monuments for right of way or property corners.
- Monument preservation.
- Additional work required from denied access to adjacent properties.
- Costs to resolve boundary disputes, multiple corner monuments purporting to be the same property corner or ambiguities in documents of record.
- Court or deposition expert witness, testimony, or representation.
- Costs to assist in adjudication of boundary lines where required.
- Providing copies of research documents or project information gathered.
- Acquiring title reports.
- Marking and posting of the property lines between corner monuments.
- Anything not specifically described above.

N/A

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Please see Scope of Work

B. Roadway Design Files

Please see Scope of Work

C. Computer Aided Drafting Files

Please see Scope of Work

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Please see Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

Please see Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

Please see Scope of Work

Agreement Number:

II. Any Other Electronic Files to Be Provided

Please see Scope of Work

III. Methods to Electronically Exchange Data

Please see Scope of Work

A. Agency Software Suite

Please see Scope of Work

B. Electronic Messaging System

Please see Scope of Work

C. File Transfers Format

Please see Scope of Work

Exhibit D

Prime Consultant Cost Computations

Please See Exhibit D, Attached

-Ardurra Fee Estimate

-Ardurra Billing Rate Sheet

-Ardurra WSDOT Overhead Rate Letter

Agreement Number:

[illegible]



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 7, 2023

Ardurra Group, Inc.
2471 S. Titanium Place
Meridian, Idaho 83642

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Edward Savre:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 168.28% of direct labor (rate includes 0.30% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by GEMRT. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Sep 10, 2023 08:14 MDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Acceptance FYE 2022 Ardurra Group - ICR

Final Audit Report

2023-09-10

Created:	2023-09-08
By:	Hasan Karya (KaryaH@WSDOT.WA.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAstHEDpRhdpADQXyb4JRDyAEytlUkekdh

"Acceptance FYE 2022 Ardurra Group - ICR" History

-  Document created by Hasan Karya (KaryaH@WSDOT.WA.GOV)
2023-09-08 - 8:29:54 PM GMT
-  Document emailed to csosig@wsdot.wa.gov for signature
2023-09-08 - 8:30:17 PM GMT
-  Email viewed by csosig@wsdot.wa.gov
2023-09-10 - 2:14:06 PM GMT
-  Signer csosig@wsdot.wa.gov entered name at signing as Schatzie Harvey
2023-09-10 - 2:14:20 PM GMT
-  Document e-signed by Schatzie Harvey (csosig@wsdot.wa.gov)
Signature Date: 2023-09-10 - 2:14:22 PM GMT - Time Source: server
-  Agreement completed.
2023-09-10 - 2:14:22 PM GMT

2024 Certified Payroll Rates

Monday, March 4, 2024

1:19:02 PM

Northwest (TOE)

Last Name	First Name	Title	Certified Rate
Acevedo	Sarah	LANDSCAPE ARCHITECT	33.05
Adams	Frisco	STAFF ENGINEER	32.69
Allahham	Jafar	PROJECT MANAGER	52.88
Allyson	Douglas	AVIATION ELECTRICAL ENGINEER II	38.46
Anderson	Leif	SURVEY MANAGER	64.90
Aparicio	Christian	STAFF SURVEYOR	32.64
Apelu	Dylan	STAFF ENGINEER	32.20
Armstrong	Roben	AVIATION SERVICES DIRECTOR, SOUTHWEST	101.51
Bailen	Moriah	INTERN	19.00
Bailey	Falicia	AVIATION MARKETING LEAD	42.75
Barnes	Terri	PROJECT COORDINATOR	41.39
Barthels	Vince	CLIENT SERVICES MANAGER	74.34
Bash	Joshua	STAFF ENGINEER	33.75
Baxter	Kelton	STAFF ENGINEER	30.00
Baxter	Kendrick	STAFF ENGINEER	33.65
Baxter	Owen	STAFF ENGINEER	34.30
Beauvais	William	SURVEY TECHNICIAN	34.22
Beckwith	Asahel	SURVEY TECHNICIAN	42.62
Bell	Steven	CADD DESIGNER	35.24
Bilbrey	Doy	PROJECT ENGINEER	46.08
Bissell	Kevin	CLIENT SERVICES MANAGER	68.11
Blakney	Doug	CONSTRUCTION MANAGER	49.62
Blue	Tyler	STAFF ENGINEER	44.07
Bolton	Scott	PROJECT MANAGER	71.45
Bond	Laura	PROJECT ENGINEER	55.32
Boyd	John	CLIENT SERVICES MANAGER	65.50
Bunn	Colton	STAFF ENGINEER	35.18
Buob	Aaron	CLIENT SERVICES MANAGER	76.92
Callahan	Elizabeth	ADMINISTRATIVE ASSISTANT	22.00
Carpenter	John	REGIONAL CLIENT MANAGER	81.82
Casanas	Brandon	STAFF ENGINEER	33.44
Clarkson	Brian	GEOSPATIAL MANAGER	58.97
Clawson	Brittany	GIS ANALYST II	37.92
Colwell	Patrick	OPERATIONS DIRECTOR, NORTHWEST	97.42
Cradic	Zane	CLIENT SERVICES MANAGER	59.67
Criswell	Patrick	STAFF ENGINEER	48.06
Cuvala	Nathan	CLIENT SERVICES MANAGER	78.33
Dail III	Alton	CLIENT SERVICES MANAGER	69.70
Daniels	Brendon	CLIENT SERVICES MANAGER	74.77
Davis	Derek	SURVEY TECHNICIAN	26.30
DeChambeau	Katherine	STAFF ENGINEER	36.85
Dekker	Griffin	SURVEY TECHNICIAN	41.24
Deyo	Brent	PROJECT ENGINEER	55.01
Dieziger	Creg	CADD MANAGER	56.95
Driever	Morgan	PROJECT ENGINEER	55.54
Duerschner	Jon	PROCESS ENGINEER	47.65
Eoff	Taylor	STAFF ENGINEER	35.63
Esvelt-Siegford	Corrina	PROJECT MANAGER	62.97

v6.5.5.0 (Bill White)

Page 1 of 5

The undersigned hereby certifies the above labor rates are the true and correct as of the date below.

Signature

Date

Name

Title

Last Name	First Name	Title	Certified Rate
Farmer	Brett	PROF. LAND SURVEYOR	56.95
Farrell	Brandon	PROJECT ENGINEER	47.35
Fedora	Josh	WENATCHEE OFFICE MANAGER	74.52
Fisch	Timothy	CADD TECH VI	37.50
Fithen	Eva	MARKETING MANAGER	61.55
Fouts	ReBecca	PROJECT MANAGER	47.44
Frisbie	Steven	REGIONAL CLIENT MANAGER	73.21
Frostad	Lawrence	PROJECT MANAGER	60.77
Geibel	Joseph	STAFF ENGINEER	34.83
Greenhalgh (Deck)	Cristan	PROJECT ACCOUNTANT	29.28
Grego	Sydney	STAFF ENGINEER	34.54
Grichuhin	Grant	STAFF ENGINEER	33.52
Haakenson	Eric	STAFF ENGINEER	36.03
Haas	Kirk	STAFF ENGINEER	43.42
Hammond	Samantha	LAND USE PLANNER	27.76
Hansen	Conner	CONSTRUCTION MANAGER	31.88
Hargrave	Jace	PROJECT BILLER	25.75
Harral	Bruce	CLIENT SERVICES MANAGER	66.97
Hebert	Todd	PROJECT COORDINATOR	28.41
Helmken	Ronald	INSPECTOR II	40.00
Hester	Jon	PLANNER	37.01
Higgins	Jared	SURVEY TECHNICIAN	22.40
Higgins	John	STAFF ENGINEER	32.96
Howell	Levi	CLIENT SERVICES MANAGER	61.55
Huffman	Mason	STAFF ENGINEER	42.50
Hug	Nicholas	SURVEY TECHNICIAN	32.97
Hurd	Jordon	SURVEY TECHNICIAN	32.60
Hutchinson	Steven	ENVIRONMENTAL PLANNER	32.56
Ireland	Toby	CADD MANAGER	40.23
Jondal	Alexander	PROJECT ENGINEER	48.31
Jones	Kylee	PROJECT MANAGER	52.00
Jones	Margaret	AIRPORT PLANNER	55.51
Josifek	Isaac	CLIENT SERVICES MANAGER	49.65
Kauppi	Chad	PROJECT MANAGER	43.27
Kehres	Jessica	STAFF ENGINEER	39.14
Kenison	Kyran	STAFF ENGINEER	32.81
Ketterling	Kasey	REGIONAL CLIENT MANAGER	79.05
Kezerle	Richard	CADD DESIGNER	43.06
Kim	Courtney	STAFF ENGINEER	34.51
Kime	Catherine	STAFF ENGINEER	33.44
Kolb	Meghann	STAFF ENGINEER	42.54
Krabbe	Stephanie	PROJECT MANAGER	48.84
Krueger	Jessica	AVIATION PLANNER	44.30
Langan	Riley	STAFF ENGINEER	35.84
Laws	Anthony	SR. AVIATION ELECTRICAL ENGINEER	84.14
Leenders	Cory	STAFF ENGINEER	38.39
Lindquist	Caleb	STAFF ENGINEER	44.03
Litalien	Joanna	STAFF ENGINEER	39.40
Loos	Anthony	PROJECT ENGINEER	49.72
Lucas	Michael	STAFF ENGINEER	38.99
Lucia	Paul	PROJECT ENGINEER	46.56

v6.5.5.0 (Bill White)

Page 2 of 5

The undersigned hereby certifies the above labor rates are the true and correct as of the date below.

Signature

Date

Name

Title

Last Name	First Name	Title	Certified Rate
Lyle	Jerry	STAFF ENGINEER	38.27
Magee	Zachary	STAFF ENGINEER	32.57
Maiman	Peter	AVIATION PLANNING MANAGER	77.50
Mair	Tabatha	PROJECT ACCOUNTANT	30.29
Malin	Matthew	PROJECT ENGINEER	43.32
Mansfield	Christopher	PROJECT MANAGER	64.00
Martin	Bryan	REGIONAL CLIENT MANAGER	74.40
Martin	Lisa	ACCOUNTING SUPERVISOR	39.44
Martinez	Nicolas	GIS ANALYST I	32.05
Mattmiller	Carrie	MARKETING COORDINATOR	30.83
McAlister	Jeremy	CLIENT SERVICES MANAGER	71.41
McCluer	Brian	SURVEY MANAGER	51.46
McDonald	Matt	PROJECT ENGINEER	50.49
McDonald	Michelle	PROJECT ENGINEER	49.82
McMullin	Joseph	STAFF ENGINEER	34.18
McNee	Scott	CLIENT SERVICES MANAGER	67.76
Meurlott	Eric	PROJECT SURVEYOR	52.34
Miller	Loren	STAFF ENGINEER	37.64
Mitchell	David	AVIATION SERVICES MANAGER, NORTHWEST	94.09
Mizer	Macjames	STAFF ENGINEER	34.14
Morris	Joshua	CLIENT SERVICES MANAGER	56.31
Murphy	Conor	PROJECT ENGINEER	47.45
Muscio	Justin	SURVEY PARTY CHIEF	32.00
Nelson	Zach	AVIATION PLANNING DIRECTOR, SOUTHERN REGION	107.88
Neubauer	Dillon	SURVEY TECHNICIAN	39.32
Norton	Jared	CLIENT SERVICES MANAGER	66.26
Norvell	James	AVIATION SERVICES DIRECTOR	102.88
Novak	Jesse	STAFF ENGINEER	36.91
Nuttman	Alex	PE/PROJECT ENGINEER	43.76
Obermayer	Dusty	SURVEY MANAGER	66.82
Obermayer	Nicholas	SURVEY TECHNICIAN	31.65
Olivares	Luis	FLORIDA AVIATION SERVICES DIRECTOR	110.34
OMalley	Robert	SURVEY MANAGER	66.72
Orr	Sally	OPERATIONS ADMINISTRATOR	27.79
Orvis	Cody	INTERN	19.00
Ostler	Dustin	PROJECT ENGINEER	46.96
Parks	Mason	PROJECT ENGINEER	46.16
Patton	Richard	AVIATION PLANNER	155.00
Pays	Amelia	PROJECT COORDINATOR	31.37
Penner	Jason	SURVEY TECHNICIAN	28.62
Peri	Ryan	STAFF ENGINEER	34.03
Pitcher	Justin	STAFF ENGINEER	34.70
Poe	Andrew	PROJECT MANAGER	61.68
Poor	Erin	PROJECT ENGINEER	43.00
Primeau	Joseph	STAFF ENGINEER	34.86
Provart	Luke	STAFF ENGINEER	41.01
Rankin	William	STAFF ENGINEER	37.78
Reagle	Samuel	PROJECT ENGINEER	47.45
Rees	Benjamin	DRAFTSMAN	37.25
Reiter	Wayne	AVIATION PLANNER	55.03
Reyes	Justin	STAFF ENGINEER	43.93

v6.5.5.0 (Bill White)

Page 3 of 5

The undersigned hereby certifies the above labor rates are the true and correct as of the date below.

Signature

Date

Name

Title

Last Name	First Name	Title	Certified Rate
Reymann	Michael	PROF. LAND SURVEYOR	50.48
Rice	Marilyn	PROJECT ENGINEER	45.67
Richter	William	STAFF ENGINEER	40.20
Ritter	Christopher	HUMAN RESOURCES MANAGER	50.31
Robar	Kevin	PROJECT SURVEYOR	52.78
Ronhaar	Colin	PROJECT ENGINEER	42.90
Rood	Wesley	PROJECT ENGINEER	53.91
Rosenthal	Shane	INTERN	20.00
Ross	Maddie	GIS ANALYST II	35.25
Rowley	Carson	PROJECT MANAGER	48.84
Ruiz	Nicholas	SURVEY TECHNICIAN	32.78
Rupe-Youngblood	Shelly	ADMINISTRATIVE ASSISTANT	18.36
Russell	William	REGIONAL DIRECTOR, NORTHWEST	120.61
Saavedra	Robin	PROJECT ACCOUNTANT	33.65
Savre	Edward	FINANCE MANAGER	65.27
Schroeder	Allyson	OFFICE ADMINISTRATOR	20.00
Schuebel	Kent	CADD DESIGNER	28.62
Seiler	Haley	PROJECT ENGINEER	43.27
Sherrer	Jacob	STAFF ENGINEER	34.38
Sieben	Julie	OFFICE ADMINISTRATOR	23.57
Slate	Shane	PROJECT MANAGER	59.12
Smiley	Ryan	CONSTRUCTION MANAGER	44.73
Smith	Charles	CLIENT SERVICES MANAGER	59.81
Smith	Martin	STAFF ENGINEER	44.86
Snyder	Jaime	PROJECT MANAGER	57.96
Sonderegger	Blake	STAFF ENGINEER	37.78
Spiers	Michael	STAFF ENGINEER	40.61
Spomer	Dustin	AVIATION SERVICES DEPUTY DIRECTOR	94.09
St. Claire	Cory	CADD DESIGNER	22.93
Stadtlander	Jonathan	TECHNICAL WRITER	40.00
Sterling	David	CLIENT SERVICES MANAGER	74.30
Stowe	Logan	STAFF ENGINEER	41.51
Strough	Carlton	ENVIRONMENTAL PLANNER	33.01
Super	Joshua	SURVEY TECHNICIAN	32.43
Szobonya	Pete	PROJECT MANAGER	72.30
Taylor	Amanda	LANDSCAPE ARCHITECT	38.98
Taylor	Geoffrey	CLIENT SERVICES MANAGER	72.47
Thacker	David	BUILDING OFFICIAL	36.77
Thompson	Zachary	CLIENT SERVICES MANAGER	70.05
Thurgood	Rhen	PROJECT ENGINEER	52.49
Timmons	Hannah	MARKETING COORDINATOR	26.25
Traina	Curt	PROF. LAND SURVEYOR	56.95
Trimble	Caitlin	PLANNER	32.56
Trovillion	Emma	OPERATIONS ADMINISTRATOR	24.72
Vanmetre	Susan	PROJECT BILLER	27.81
Vemuri	Bhuvan	STAFF ENGINEER	41.68
Villanueva	Melanie	STAFF ENGINEER	40.84
Waite	Patrick	ENVIRONMENTAL PLANNER	37.74
Walker	William	STAFF ENGINEER	34.27
Ward	Hanna	STAFF ENGINEER	32.97
Washington	Tayvon	STAFF ENGINEER	30.45

v6.5.5.0 (Bill White)

Page 4 of 5

The undersigned hereby certifies the above labor rates are the true and correct as of the date below.

Signature

Date

Name

Title

2024 Certified Payroll Rates			Monday, March 4, 2024 1:19:02 PM
Last Name	First Name	Title	Certified Rate
Weber	Shelby	PROJECT ACCOUNTANT III	39.42
Werbelow	Wesley	CLIENT SERVICES MANAGER	62.21
White	Bill	CLIENT SERVICES MANAGER	67.45
Wickett	Taylor	ADMINISTRATIVE ASSISTANT	20.00
Williams	Brandon	IT TECHNICIAN	34.41
Winslow	Kristie	TECHNICAL WRITER	39.83
Wise	Beverly	HR BUSINESS PARTNER	39.42
Yzaguirre	Rebecca	LAND USE PLANNER	37.37
Zacarias	Jonathan	PROJECT MANAGER	50.46
Zeller	Elizabeth	STAFF ENGINEER	38.53
Zobott	Hattie	CLIENT SERVICES MANAGER	62.07

v6.5.5.0 (Bill White)

The undersigned hereby certifies the above labor rates are the true and correct as of the date below.

Page 5 of 5

Signature

Date

Name

Title

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Subconsultant - Osborn Consulting

- Fee Estimate
- WSDOT Overhead Rate Letter
- Cost Computations

Agreement Number:

Osborn Consulting													
Project Tasks	PIC	Sr QC	Sr Project Manager	Engineer III	Engineer II	Sr Civil Tech	Jr Civil Tech	Tech Editing	Sr Admin	Hours	Expenses ¹	Mileage ¹	Fee
	Hours Estimate												
Task x - Storm Drainage Design x.1 Concept Design and Stormwater Report Contract Setup, Monthly Status Reporting, and Internal Coordination Prepare for and Attend Two Virtual Meetings with City Attend Three Virtual Coordination Meetings One Site Visit Preliminary Sizing Calculations for WQ and Flow Control Facilities Develop Draft & Final Concept Sketch Develop Draft Stormwater Memo Attend One Comment Review Meeting										-			
			10	3					7	20			
			2	1						3			
			3	3						6			
			8							8		350	
		1	2	8	16					27			
	1	1	2	8	4	2	8			26			
		1	4	8	16			4		33			
			1	1	1					2			
	Total Hours	1	3	32	32	36	2	8	4	7	123	\$ -	\$ 218.75
												DIRECT LABOR COST	\$ 6,479
												OVERHEAD (169.09%)	\$ 10,955
												FEE (29.85%)	\$ 1,934
												EXPENSES	\$ 230
												ESCALATION FEE (5%)	\$ 968
												TOTAL FEE ESTIMATE	\$ 20,566



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 31, 2023

Osborn Consulting Inc.
1800 112th Ave NE Ste 220-E
Bellevue, WA 98004

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Afsoun Mehrabkhani:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 162.76% of direct labor (rate includes 0.07% Facilities Capital Cost of Money), based on the “Independent CPA Report,” prepared by DL Purvine CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jun 1, 2023 05:57 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

Jun 1, 2023

SH:BJO

Helena Rd Extension

Firm Name: **Osborn Consulting, Inc.**

OH Rate: 1.6909

Fee Rate: 0.2985

Classification	NTE Direct Rate	OH	Fee	NTE Billing Rate	Reimbursables
Principal	\$ 94.00	\$ 158.94	\$ 28.06	\$ 281.00	Mileage Current Federal Rate
Senior Engineer II	\$ 82.00	\$ 138.65	\$ 24.48	\$ 245.13	Parking/Tolls At Cost
Senior Project Manager / QC	\$ 77.00	\$ 130.20	\$ 22.98	\$ 230.18	Reproductions At Cost
Senior Engineer I	\$ 73.00	\$ 123.44	\$ 21.79	\$ 218.23	Shipping/Mailin At Cost
Senior Landscape Architect	\$ 67.00	\$ 113.29	\$ 20.00	\$ 200.29	
Project Engineer II	\$ 68.00	\$ 114.98	\$ 20.30	\$ 203.28	
Design Technology Manager	\$ 60.00	\$ 101.45	\$ 17.91	\$ 179.36	
Senior Design Technician	\$ 58.80	\$ 99.42	\$ 17.55	\$ 175.78	
Project Manager	\$ 65.00	\$ 109.91	\$ 19.40	\$ 194.31	
Systems Administrator	\$ 60.00	\$ 101.45	\$ 17.91	\$ 179.36	
Project Engineer I	\$ 62.00	\$ 104.84	\$ 18.51	\$ 185.34	
Project Landscape Architect II	\$ 52.50	\$ 88.77	\$ 15.67	\$ 156.94	
Senior Biologist	\$ 52.50	\$ 88.77	\$ 15.67	\$ 156.94	
Engineer IV	\$ 55.00	\$ 93.00	\$ 16.42	\$ 164.42	
Senior Project Accountant	\$ 53.00	\$ 89.62	\$ 15.82	\$ 158.44	
Technical Editor	\$ 45.00	\$ 76.09	\$ 13.43	\$ 134.52	
Design Technician III	\$ 49.00	\$ 82.85	\$ 14.63	\$ 146.48	
Engineer III	\$ 45.00	\$ 76.09	\$ 13.43	\$ 134.52	
Deputy Project Manager	\$ 46.00	\$ 77.78	\$ 13.73	\$ 137.51	
Project Landscape Architect I	\$ 45.50	\$ 76.94	\$ 13.58	\$ 136.02	
Senior Administration	\$ 45.00	\$ 76.09	\$ 13.43	\$ 134.52	
Engineer II	\$ 40.00	\$ 67.64	\$ 11.94	\$ 119.58	
Design Technician II	\$ 42.00	\$ 71.02	\$ 12.54	\$ 125.55	
Project Biologist	\$ 38.50	\$ 65.10	\$ 11.49	\$ 115.09	
Project Accountant	\$ 40.00	\$ 67.64	\$ 11.94	\$ 119.58	
Engineer I	\$ 36.50	\$ 61.72	\$ 10.90	\$ 109.11	
Design Technician I	\$ 32.00	\$ 54.11	\$ 9.55	\$ 95.66	
Landscape Designer	\$ 36.00	\$ 32.50	\$ 10.75	\$ 79.25	
Administration	\$ 32.00	\$ 54.11	\$ 9.55	\$ 95.66	
Intern Engineer	\$ 24.00	\$ 40.58	\$ 7.16	\$ 71.75	

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Ellensburg
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Ardurra Group, Inc.
whose address is
5 N Chelan Ave, Wenatchee, WA 98801
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Ellensburg
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Ardurra Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Ellensburg

I hereby certify that I am the:

- ☐ Certified Authority
- ☐ Other

of the City of Ellensburg , and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ardurra Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Ardurra Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Helena Avenue Improvements are accurate, complete, and current as of .

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Ardurra, Inc.

Signature Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Jerica Pascoe

Digitally signed by Jerica Pascoe
Date: 2024.05.14 10:56:49 -07'00'

AUDITING OFFICER

DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **20TH DAY OF MAY 2024**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	165889	TO	166133	\$	1,765,857.34
EFT #'s	6822	TO	6856	\$	1,702,152.08
Treasure Cash					
EFT #'S	534	TO	555	\$	345,301.53
Payroll Fund					
Check #'s	96212	TO	96222	\$	14,991.86
Direct Deposits	79218	TO	79480	\$	543,356.15

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



To: City Council
From: Diversity, Equity & Inclusion Commission
Date: May 15, 2024
Re: Recommendation of Reappointment

Tylene Carnell submitted an Application for Reappointment to the Diversity, Equity & Inclusion Commission on April 19, 2024. Tylene Carnell has been on the commission since its formation in 2021 and served a 3-year term.

The Diversity, Equity & Inclusion Commission interview panel consisting of Nancy Goodloe, Teresa Divine, and Kandee Cleary, conducted the interview on Tuesday, May 14, 2024.

Based on the interview, the subcommittee is recommending that the City Council reappoint Tylene Carnell to a three-year term with the Diversity, Equity & Inclusion Commission.

Print

Application for Reappointment - Submission #9129

Date Submitted: 4/7/2024

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission*

Diversity, Equity, and Inclusion

Current Term Expires*

☒ May 31 of current year

☐ December 31 of current year

First Name of Member*

Tylene

Last Name of Member*

Carnell

Address 1*

Address 2

City*

Ellensburg

State*

WA

Zip*

98926

Phone Number*

Email Address*

I am requesting to be considered for reappointment for another ____ year term.*

3

Why are you seeking reappointment?*

Simply put, I have had the honor of being a part of establishing this commission within the city's framework. We have learned a lot as a society and as a city over the last 5 to 8 years and have also come a long way in the last 3 to 5 years and as we all know, there is still a lot of work to do. I feel the commission has really started to settle into who the commission is and its role in recognizing, emphasizing and celebrating the diversity and increasing equity within the city and in conjunction with the city's plans moving forward. I have lived here for almost 24 years, have always tried to be a part of our community, engage where I can and would like to continue those efforts for another term on the DEI Commission.

Type your name as your electronic signature*

Tylene Carnell

Date*

4/7/2024

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



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Quasi-Judicial) on Rainier Taxi & Courier
Application for Taxicab Certificate

Submitted by: Beth Leader

Department: City Clerk

Suggested Motion/Action:

Determine if the certificate of public convenience and necessity should be issued and, if so, move to direct the City Clerk to issue the certificate.

Background/Summary:

Blake Collins has applied for a certificate of public convenience and necessity for the operation of a taxicab service. Per Chapter 6.46 ECC, City Council is empowered to direct the City Clerk to issue the certificate following a public hearing.

Blake Collins has filed an application to operate a taxi service within Ellensburg to be known as "Rainier Taxi & Courier". His application appears complete and includes the documentation required by ECC 6.46.060. Per ECC 6.46.080, notice of the hearing has been given to the applicant, the general public, Ellensburg Taxi Service, and Rodeo City Taxi (the other two companies that currently hold a similar certificate). Persons wishing to support or oppose the issuance of the certificate had the opportunity to file a memorandum with the City Clerk in support or opposition to the application. No public comment was filed at the time of this report.

Previous Council Action:

None

Analysis:

Mr. Collins' application appears to be complete and is attached. It indicates the applicant intends to start taxi service with two vehicles. ECC 6.46.100 provides that the City Clerk shall issue a certificate of public convenience and necessity if the City Council finds that two criteria have been met (otherwise the application must be denied):

1. Is (further) taxicab service in the City required by the public convenience and necessity?; and
2. Is the applicant "fit, willing and able to perform such public transportation and to conform to the provisions of this chapter [6.46 ECC] and the rules promulgated by the city council"?

In reaching its decision, Council is to consider the number of taxicabs already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience and responsibility of the applicant. If Council concludes that a certificate should be issued, it may not permit the

licensure of more than one taxicab for each 1,500 of City population. Currently, Rodeo City Taxi and Ellensburg Taxi Service are the only licensed taxicab services in Ellensburg and operate three taxicabs (Rodeo City Taxi) and one taxicab (Ellensburg Taxi Service). The City's population (20,900 in 2023) would support up to 13 taxicabs total, solely based on the proportionate requirement in the ordinance. There could be as many as eight taxis total operating in the City if this application is approved. As part of the application process to determine the "character, experience and responsibility of the applicant," staff performed a criminal conviction records check, which disclosed no criminal conviction information regarding Mr. Collins.

If Council determines that the applicant should be issued a certificate, it should provide that direction by motion. The applicant, however, would still require a taxicab license for his business and payment of a fee for each vehicle before a certificate can be issued, per ECC section 6.46.120. As previously submitted in the May 6th agenda, taxicab services are required to maintain a current rate schedule with the City Clerk per ECC section 6.46.390.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Rainier Taxi & Courier Application

RECEIVED

APR 24 2024

CITY CLERK'S OFFICE

CITY OF ELLENSBURG
APPLICATION FOR TAXICAB BUSINESS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Type of Business Taxi and Courier
Owner or Owners of Business Blake Collins
Business Address 2060 Vantage highway, Suite 13
Mailing Address po box 872, Ellensburg, Wa 98926
List experience in transportation of passengers Both of the full time team members have 6 plus years of experience in transporting in Kittitas County.

Any facts which the applicant believes tend to prove that the public convenience and necessity require the granting of a certificate

Current taxi services in town drive older make and model vehicles. Looking to step up the public image of taxi and courier services

Number of vehicles to be operated or controlled 2
Location of proposed depots and terminals 2060 Vantage highway, suite 13

Color scheme or insignia to be used to designate the vehicle(s) A copper map point, with a mountain in the background. White font for lettering.

Please attach the Financial statement of the business/applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to said judgments.

No financial loans or judgments and 3 months operating income in the bank.

Signature of Applicant [Signature]

Subscribed and sworn to before me this 23 day of April, 2024



Notary Public [Signature]

Residing in the State of Washington



CITY OF ELLENSBURG

VEHICLE INSPECTION FOR TAXI SERVICE

Business Name: 509 Community Services DBA Rainier Taxi and Courier
Owner's Name: Blake Collins
Vehicle Make/Model: 2022 Chrysler Pacifica Year: 2022
WA License Number: C158368D
Vehicle VIN #: 2C4R C1669NR 128071

INSPECTION CHECK LIST

Steering Linkage: Met all Safety specs
Brakes: 75%
Tires: 80%
Shocks: Safe No leaks
General cleanliness of cab: Full detail completed

Inspection completed in accordance with the City of Ellensburg Code Section 6.46.360.
Inspected by ASE Certified Technician

Inspector Name: Nancy Gonzalez
Business Name: Wind Cheryl
Phone Number: 509-925-1200
Inspection Date: 2/15/24

Please return this form for each vehicle to be in service, to the Ellensburg City Clerk.



CITY OF ELLENSBURG

VEHICLE INSPECTION FOR TAXI SERVICE

Business Name: ~~Star~~ 509 Community Services DBT Rainier Taxi & Limo
Owner's Name: Blake Collins
Vehicle Make/Model: 2021 Chrysler Voyager Year: 2021
WA License Number: C15 8354D
Vehicle VIN #: 2C4RC1D9 BMR 547282

INSPECTION CHECK LIST

Steering Linkage: McAll Safety Spind
Brakes: 85+
Tires: 90+
Shocks: Safe Not Leaky
General cleanliness of cab: Full Detail Complete ✓

Inspection completed in accordance with the City of Ellensburg Code Section 6.46.360.
Inspected by ASE Certified Technician

Inspector Name: Marin Solis
Business Name: Wash City
Phone Number: 509-9251200
Inspection Date: 1-25-2024

Please return this form for each vehicle to be in service, to the Ellensburg City Clerk.



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

05/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER	Herbert Snowden Insurance 426 N Pine Street Ellensburg, WA 98926	CONTACT NAME: QUIN MARWICK PHONE (A/C, No, Ext): (509)925-6174 FAX (A/C, No): (509)925-1970 E-MAIL ADDRESS: herbertsnowdenins@fairpoint.com PRODUCER CUSTOMER ID #:
INSURED	509 COMMUNITY SERVICES LLC PO BOX 872 ELLENSBURG, WA 98926	INSURER(S) AFFORDING COVERAGE INSURER A : Progressive Drive Insurance NAIC # 11770 INSURER B : INSURER C : INSURER D : INSURER E :

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2021	CHRYSLER	VOYAGER	MINIVAN	2C4RC1DG8MR547282
DESCRIPTION			VEHICLE / EQUIPMENT VALUE	SERIAL NUMBER
			\$	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	☒	VEHICLE LIABILITY	00448160-0	03/29/2024	03/29/2025	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE \$ 50,000
		GENERAL LIABILITY				EACH OCCURRENCE \$ GENERAL AGGREGATE \$
		OCCURRENCE				\$
		CLAIMS MADE				\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE
		☒ VEH COLLISION LOSS	00448160-0	03/29/2024	03/29/2025	☐ ACV ☐ AGREED AMT \$ 25,000 LIMIT ☐ ☐ STATED AMT \$ 1,000 DED
		☒ VEH COMP ☐ VEH OTC	00448160-0	03/29/2024	03/29/2025	☐ ACV ☐ AGREED AMT \$ 25,000 LIMIT ☐ ☐ STATED AMT \$ 1,000 DED
		EQUIPMENT				☐ ACV ☐ AGREED AMT \$ LIMIT ☐ RC ☐ STATED AMT \$ DED
		BASIC ☐ BROAD ☐				
		SPECIAL ☐				

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INTEREST

Select one of the following:

- ☒ The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
☐ A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: ☐ LEASED ☐ FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

CITY OF ELLENSBURG
501 N ANDERSON ST
ELLENSBURG, WA 98926

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

☒ ADDITIONAL INSURED ☐ LOSS PAYEE
☐ LENDER'S LOSS PAYABLE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

Q.T. Marwick

QTM



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

05/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER	Herbert Snowden Insurance 426 N Pine Street Ellensburg, WA 98926	CONTACT NAME: QUIN MARWICK PHONE (A/C, No, Ext): (509)925-6174 FAX (A/C, No): (509)925-1970 E-MAIL ADDRESS: herbertsnowdenins@fairpoint.com PRODUCER CUSTOMER ID #:
INSURED	509 COMMUNITY SERVICES LLC PO BOX 872 ELLENSBURG, WA 98926	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Drive Insurance NAIC # 11770 INSURER B: INSURER C: INSURER D: INSURER E:

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2022	CHRYSLER	PACIFICA	MINIVAN	2C4RC1BG9NR128071
DESCRIPTION	VEHICLE / EQUIPMENT VALUE		SERIAL NUMBER	
	\$			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	X	VEHICLE LIABILITY	00448160-0	03/29/2024	03/29/2025	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE \$ 50,000
		GENERAL LIABILITY				EACH OCCURRENCE \$ GENERAL AGGREGATE \$
		OCCURRENCE				\$
		CLAIMS MADE				\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE
		X VEH COLLISION LOSS	00448160-0	03/29/2024	03/29/2025	☐ ACV ☐ AGREED AMT \$ 30,000 LIMIT ☐ ☐ STATED AMT \$ 1,000 DED
		X VEH COMP ☐ VEH OTC	00448160-0	03/29/2024	03/29/2025	☐ ACV ☐ AGREED AMT \$ 30,000 LIMIT ☐ ☐ STATED AMT \$ 1,000 DED
		EQUIPMENT				☐ ACV ☐ AGREED AMT \$ LIMIT ☐ RC ☐ STATED AMT \$ DED
		BASIC ☐ BROAD ☐				
		SPECIAL ☐				

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INTEREST

CANCELLATION

Select one of the following: ☒ The additional interest described below has been added to the policy(ies) listed herein by policy number(s). ☐ A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: ☐ LEASED ☐ FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST
NAME AND ADDRESS OF ADDITIONAL INTEREST CITY OF ELLENSBURG 501 N ANDERSON ST ELLENSBURG, WA 98926	☒ ADDITIONAL INSURED ☐ LOSS PAYEE ☐ LENDER'S LOSS PAYABLE LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE Q.T. Marwick QTM

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

POO PATROL LLC

A **WA LIMITED LIABILITY COMPANY**, effective on the date indicated below.

Effective Date: 11/29/2023

UBI Number: **605 366 871**



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Steve R. Hobbs, Secretary of State

Date Issued 11/29/2023



WASHINGTON
Secretary of State
Corporations & Charities Division

Filed
Secretary of State
State of Washington
Date Filed: 04/19/2024
Effective Date: 04/19/2024
UBI #: 605 366 871

AMENDED CERTIFICATE OF FORMATION

BUSINESS INFORMATION

Business Name:
509 COMMUNITY SERVICES LLC

UBI Number:
605 366 871

Business Type:
WA LIMITED LIABILITY COMPANY

Business Status:
ACTIVE

Principal Office Street Address:
106 W 11TH AVE # 1, ELLENSBURG, WA, 98926-2507, UNITED STATES

Principal Office Mailing Address:
PO BOX 872, ELLENSBURG, WA, 98926-1923, UNITED STATES

Expiration Date:
11/30/2024

Jurisdiction:
UNITED STATES, WASHINGTON

Formation/Registration Date:
11/29/2023

Period of Duration:
PERPETUAL

Inactive Date:

Nature of Business:

BUSINESS TYPE

Current Business Type:
WA LIMITED LIABILITY COMPANY

Amend Business Type:

BUSINESS NAME

Business Name:
509 COMMUNITY SERVICES LLC

REGISTERED AGENT [RCW 23.95.410](#)

**Registered Agent
Name****Street Address****Mailing Address****MCKENZIE
COLLINS****106 W 11TH AVE # 1, ELLENSBURG, WA, 98926-2507,
UNITED STATES****106 W 11TH AVE # 1, ELLENSBURG, WA, 98926-2507,
UNITED STATES****PRINCIPAL OFFICE**

Phone:

Email:

509POOPATROL@GMAIL.COM

Confirm Email:

509POOPATROL@GMAIL.COM

Street Address:

106 W 11TH AVE # 1, ELLENSBURG, WA, 98926-2507, UNITED STATES

Mailing Address:

PO BOX 872, ELLENSBURG, WA, 98926-1923, UNITED STATES**DURATION**

Duration:

PERPETUAL**EFFECTIVE DATE**

Effective Date:

04/19/2024**RETURN ADDRESS FOR THIS FILING**

Attention:

Email:

Address:

UPLOADED DOCUMENTS

Document Type	Source	Created By	Created Date
No Value Found.			

UPLOAD ADDITIONAL DOCUMENTS

Name	Document Type
No Value Found.	

EMAIL OPT-IN

☒ I hereby opt into receiving all notifications from the Secretary of State for this entity via email only. I acknowledge that I will no longer receive paper notifications.

AUTHORIZED PERSON - STAFF CONSOLE

☒ Document is signed.

Person Type:

INDIVIDUAL

First Name:

MCKENZIEThis document is a public record. For more information visit www.sos.wa.gov/records

Work Order #: 2024041800274284 - 1
Received Date: 04/18/2024
Amount Received: \$50.00

Rate Schedule

- Ellensburg Trip < 5 miles: \$12
- Mileage Rate: \$2.85 / mile
- Additional Passengers: \$2.00
- Wait Time: \$1 / min
- Deliveries: \$12
- Jump starts: \$35
- Over 65 years old or CWU student: \$1 off



3% Credit Card Processing Fee will be added at transaction

\$200 cleaning fee to any passenger who Vomits inside the cab

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the City Council of the City of Ellensburg will hold a public hearing on May 20, 2024, which meeting begins at 7:00 p.m. This meeting will be held both in person in the Council Chambers located at 501 North Anderson Street and virtually via Zoom, to consider an application submitted by Blake Collins of 509 Community Services LLC, dba Rainier Taxi & Courier, for a new taxicab business.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the City Clerk, 501 North Anderson Street, prior to 5:00 pm on May 20, 2024.

The City of Ellensburg strives to make our meetings and activities readily accessible to individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAcoordinator@ellensburgwa.gov.

Beth Leader
City Clerk

PUBLISH: Daily Record: May 9, 2024/
LEGAL #: 511668

Notice sent by mail & email to:

Rodeo Town Taxi
Ellensburg Taxi Service
Rainier Taxi & Courier



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Second Reading of Ordinance 4942, Repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and Amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204"

Submitted by: Paul Meyer, Electrical Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4942, repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204".

Background/Summary:

The proposed Ordinance 4942 modifies two sections of the City Code by repealing Section 9.30.100(B) "Electric Rates," and amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204" as described below.

City Code Section 9.30.100 - Electric Rates Paragraph B, included below, states:

Section 9.30.100 - Electric rates

B. Whenever the eligibility criteria for qualifying for a demand rate changes, existing demand customers shall remain on their respective demand rates until such time as each account can be analyzed. If as a result of a meter audit a customer would be moved to a different rate schedule and their electric charges increase by more than ten percent, the customer shall remain or be returned to the rate schedule they were on prior to the audit and any charges collected in excess of ten percent shall be credited to the customer. After an existing demand customer that remains or is returned to the rate schedule they were on prior to the audit discontinues service, the next customer that receives service shall be moved to the rate schedule identified by the meter audit.

This code section does not allow changes to customer's electrical rates when the qualifications for rate classes are revised or to correct inappropriately applied electrical rates discovered during meter audits when those changes result in an increase in electrical charges by more than 10%. Rates can only be changed when a new customer takes over the account. This code section applies only to the electrical utility and no other city utility has a similar code. This creates a burden for the City for tracking and record keeping of these exempt accounts. It also restricts the City's ability to change customer rate schedules when making changes to electrical rates and enforcing new rate structures. It has also created a condition where rate payers subsidize the reduced electrical costs for those customers.

City Code Section 9.91.100(P), "Primary service city-owned transformer E-204" (shown below), is not a standard electrical utility industry rate and the City only has one customer under this rate (Twin City Foods). This rate does not benefit the electric utility since it requires the electrical utility to operate and maintain large utility transformers that are unique to their specific installation required for the customer. This rate also has limited benefit to the customer as it has higher costs than the General service three phase demand E-201.

City Code Section 9.91.100(P), "Primary service city-owned transformer E-204", is a rate designed for primary services where the metering equipment is located on the high voltage primary (12,470V) side of the utility transformer. For this rate, the point of demarcation where ownership changes from city to customer is located at the low voltage secondary side of the utility transformer, meaning that the city owns the transformer and is responsible for its operation, maintenance and replacement.

An alternative rate E-205 exists and is similar to rate E-204 with the difference being that the point of demarcation is at the meter equipment located on the high voltage primary (12,470V) side of the transformer. This makes the transformer customer owned and the customer is responsible for its operation, maintenance and replacement.

Primary metering rates are attractive to large electrical customers as they receive lower electrical rates than the more typical General Service Three Phase Demand E-201 customers.

General service three phase demand E-201

Consumption charge: All usage at \$0.0534 per kWh

Demand charge: All demand at \$6.43 per kW

Customer charge: \$3.8564 per day

Primary service city-owned transformer E-204

Consumption charge: All usage at \$0.0574 per kWh

Demand charge: All demand at \$6.69 per kW

Customer charge: \$4.2156 per day

Primary service customer-owned transformer E-205

Consumption charge: All usage at \$0.0493 per kWh

Demand charge: All demand at \$5.51 per kW

Customer charge: \$3.9320 per day

Previous Council Action:

Council conducted first reading of Ordinance 4942 at the May 6, 2024 meeting.

Analysis:

Section 1 of the attached Ordinance 4942 corrects the issues created by City Code Section 9.30.100 - Electric Rates Paragraph B, by repealing paragraph B in its entirety. Eliminating the restrictions will allow the City to implement and apply electrical rates as they are written within City Code.

Section 2 of attached Ordinance 4942 amends City Code Section 9.91.100(P) "Primary service city-owned transformer E-204" by making it a legacy rate that is only available to existing electrical utility customers that are currently under this rate.

Staff proposed this ordinance to the Utility Advisory Committee at their March 28th 2024 meeting. The committee recommended staff proceed with creation of this ordinance to be presented to City Council.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Ordinance 4942 - Repeal 9.30.100.B Electric Rates and Amend Electrical Rate Primary service city-owned transformer E-204

ORDINANCE NO. 4942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO UTILITIES, REPEALING SECTION 9.30.100(B) “ELECTRIC RATES.” AND AMENDING SECTION 9.91.100(P) “PRIMARY SERVICE CITY-OWNED TRANSFORMER E-204” OF THE ELLENSBURG CITY CODE.

WHEREAS, the City of Ellensburg has established a variety of electrical utility rates for conducting utility business in Ellensburg City Code (“ECC”) Section 9.30.100 – Electric Rates and Ellensburg City Code Section 9.91 – Electric Utility Rate Schedules; and

WHEREAS, ECC 9.30.100(B) does not allow changes to a customer’s electrical rates when the qualifications for rate classes are revised; and

WHEREAS, ECC 9.30.100(B) does not allow changes to correct inappropriately applied electrical rates discovered during meter audits when those changes result in an increase in electrical charges by more than 10%; and

WHEREAS, ECC 9.30.100(B) applies only to the electrical utility and no other city utility; and

WHEREAS, ECC 9.30.100(B) creates a burden on the City for tracking and record keeping track of these accounts; and

WHEREAS, ECC 9.30.100(B) restricts the City’s ability to change customer rate schedules when making changes to electrical rates and enforcing new rate structures; and

WHEREAS, ECC 9.30.100(B) creates conditions where other electric utility ratepayers subsidize the reduced electrical costs for these customers; and

WHEREAS, ECC 9.91.100(P) - Primary service city-owned transformer E-204, is not a standard utility industry rate and the City only has one customer under this rate; and

WHEREAS, ECC 9.91.100(P) - Primary service city-owned transformer E-204, does not benefit the utility since it requires the electrical utility to operate and maintain large utility transformers that are unique to the specific installation required for the customer; and

WHEREAS, ECC 9.91.100(P) - Primary service city-owned transformer E-204, has limited benefit to the customer as it has higher costs than the General service three phase demand E-201; and

WHEREAS, ECC 9.91.100(P) - Primary service city-owned transformer E-204, can be made a legacy rate that is only available to existing customers currently under this rate; and

WHEREAS, the proposed amendments in this ordinance were discussed by the City's Utility Advisory Committee at its March 28, 2024 meeting, which recommended that staff proceed creating an ordinance with these changes for adoption by the City Council;

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

Section 1. Section 9.30.100.B of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4844, is hereby amended to read as follows:

9.30.100 Electric Rates.

Effective Date: ~~12/05/2019~~ 06/01/24

- A. Separate electric rates shall be established for the following rate classes: residential, low-income senior citizen/low-income disabled citizen, general service, general service demand, nonprofit agency serving the disadvantaged, security lighting, municipal, and large customer/contractual, primary metered and renewable energy.
- ~~B. Whenever the eligibility criteria for qualifying for a demand rate changes, existing demand customers shall remain on their respective demand rates until such time as each account can be analyzed. If as a result of a meter audit a customer would be moved to a different rate schedule and their electric charges increase by more than ten percent, the customer shall remain or be returned to the rate schedule they were on prior to the audit and any charges collected in excess of ten percent shall be credited to the customer. After an existing demand customer that remains or is returned to the rate schedule they were on prior to the audit discontinues service, the next customer that receives service shall be moved to the rate schedule identified by the meter audit.~~
- E. B. The low-income senior citizen/low-income disabled citizen and nonprofit agency serving the disadvantaged rates shall have consumption and customer charges set at 50 percent of the residential rate and general service rate respectively. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.
- ~~D.~~ C. Primary metered customers where the city owns and maintains the transformer beyond the 12,470-volt metering point shall receive a one percent discount for transformer losses from the E-201 consumption rate and a one percent discount from the E-220 demand rate.
- ~~E.~~ D. Primary metered customers where the customer owns and maintains the transformer beyond the 12,470-volt metering point shall receive a two percent discount for transformer losses from the E-201 consumption rate and the E-220 demand rate and a two percent discount for transformer investment and maintenance from the E-201 customer charge.

~~F.~~ E. All general service and primary metered customers shall have demand consumption averaged over a 15-minute rolling average time interval.

~~G.~~ F. Renewable energy and renewable energy system contributions are two voluntary rates to enable all city electric customers to participate in renewable energy. Renewable rates revenue will go into a designated cash account established to maintain the community renewable energy park and provide education about renewable energy resources. A direct one-time donation to the designated cash account shall also be allowed; however, if over \$1,000.00, the Ellensburg city council would need to accept the donation per the Ellensburg City Code.

1. The renewable energy rate shall be a voluntary monthly upgrade premium sold in 100 kilowatt hour blocks added incrementally to the consumption charge of the regular electric rate associated with the customers' electric service. The amount of energy available for purchase will be limited to the generation output of the city's community renewable energy park.

2. The renewable energy system contribution is a voluntary fixed monthly contribution to the designated cash account set up to maintain the community renewable energy park and provide education about renewable energy resources.

3. The voluntary rates established in this subsection are month to month and can be started and stopped at the customer's request.

4. On an annual basis (or more often, as circumstances warrant) the director of public works and utilities or designee will report in writing to the Ellensburg city council concerning revenue generated by voluntary rates established in this section, and concerning expenditures from the fund established to manage those revenues. In the interest of public education as envisioned by the ordinance codified in this section, voluntary ratepayers and the general public will be apprised of such revenues and expenditures.

~~H.~~ G. Unmetered services for several small electrical devices include, but are not limited to, municipal emergency management systems, municipal security camera systems, communications systems, irrigation systems, street lighting systems, and other systems that are mounted in the communications zone on utility poles or on streetlighting poles or on other locations that are directly connected to the city's electrical distribution system without a service panel or metering.

Small electrical devices shall comply with the following:

1. At least one service of each small electrical device type with an operating load that is not comparable to any other small electrical device of the customer, as determined by the

public works and utilities director, shall be metered. For the purposes of this subsection only, "not comparable" shall mean the anticipated operating load is not within ten percent of any other small electrical device of the same or substantially similar design.

2. Beginning January 1, 2018, additional services used for small electrical devices including, but not limited to, municipal emergency management systems, municipal security camera systems, communications systems, and other systems as determined by the public works and utilities director with similar operating loads will not be metered. The rates charged for each metered and unmetered system shall include a consumption charge based on the metered consumption of a small electrical device type with a similar operating load and a customer charge as determined by the public works and utilities director. The customer's utility billing shall be revised based on any changes to the number of systems with similar operating loads.

Section 2. Section 9.91.100 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4897, is hereby amended to read as follows:

9.91.100 Electric utility rate schedules.

Effective Date: ~~01/01/23~~ 06/01/24

A. Residential E-100.

1. *Availability.* This electricity service rate schedule is available within the service area of the city to single-family dwellings and multiple-family dwellings through a separate meter for each living unit. This rate schedule is not available for electric energy resale purposes, or where any part of the use is for purposes other than above stated.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0737 per kWh	All usage at \$0.0737 per kWh	All usage at \$0.0772 per kWh	All usage at \$0.0772 per kWh
Customer charge:	\$0.9205 per day	\$0.9205 per day	\$0.9640 per day	\$0.9640 per day

B. *Residential distributed generation E-115.*

1. *Availability.* This electricity net metering service rate schedule is available within the service area of the city to single-family dwellings and multifamily dwellings through a separate net meter for each generation system. This rate schedule is not available for electric energy resale purposes.

2. *Character of service.* Energy delivered and energy received under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.

3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.

4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All delivered energy at \$0.0737 per kWh	All delivered energy at \$0.0737 per kWh	All delivered energy at \$0.0772 per kWh	All delivered energy at \$0.0772 per kWh
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0737 per kWh	All received energy up to the monthly delivered energy at \$0.0737 per kWh	All received energy up to the monthly delivered energy at \$0.0772 per kWh	All received energy up to the monthly delivered energy at \$0.0772 per kWh
Customer charge:	\$1.1014 per day	\$1.1014 per day	\$1.1535 per day	\$1.1535 per day

C. *Low-income senior citizen/low-income disabled citizen E-130.*

1. *Availability.* This rate is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen, who do not reside in federally subsidized housing and who agree to participate in energy conservation programs that

are available at no charge. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.

Failure to participate in an available energy conservation program after receipt of a utility discount shall constitute a basis for denial by the city of continued participation in the utility discount program until such conservation measures are installed. The customer may submit a written request, on a form provided by the city, identifying the reasons they should be exempt from participation in available conservation programs, which request is subject to approval or denial by the public works and utilities director.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.

D. *General service single phase demand E-200.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh	All usage at \$0.0524 per kWh	All usage at \$0.0534 per kWh	All usage at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$1.8740 per day	\$1.8740 per day	\$1.9115 per day	\$1.9115 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the public works and utilities department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

E. *General service three phase demand E-201.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 400 amps three phase at 120-208 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh	All usage at \$0.0524 per kWh	All usage at \$0.0534 per kWh	All usage at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$3.7808 per day	\$3.7808 per day	\$3.8564 per day	\$3.8564 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the public works and utilities department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

F. *General service single phase distributed generation E-202.*

1. *Availability.* This net metered electricity rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.

3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.

4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a monthly demand charge, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0524 per kWh	All received energy up to the monthly delivered energy at \$0.0524 per kWh	All received energy up to the monthly delivered energy at \$0.0534 per kWh	All received energy up to the monthly delivered energy at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$2.5315 per day	\$2.5315 per day	\$2.5821 per day	\$2.5821 per day

5. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

6. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the public works and utilities department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

G. *General service three phase distributed generation E-206.*

1. *Availability.* This net metered electricity rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 400 amps three phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.

4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a monthly demand charge, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy	All received energy up to the monthly delivered energy	All received energy up to the monthly delivered energy	All received energy up to the monthly delivered energy

	at \$0.0524 per kWh	at \$0.0524 per kWh	at \$0.0534 per kWh	at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$4.4383 per day	\$4.4383 per day	\$4.5271 per day	\$4.5271 per day

5. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

6. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the public works and utilities department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

H. *General service single phase E-210.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 600 amps at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0731 per kWh	All usage at \$0.0731 per kWh	All usage at \$0.0746 per kWh	All usage at \$0.0746 per kWh
Customer charge:	\$0.9863 per day	\$0.9863 per day	\$1.0060 per day	\$1.0060 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

I. *General service three phase E-211.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 400 amps three phase at 120-208 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0731 per kWh	All usage at \$0.0731 per kWh	All usage at \$0.0746 per kWh	All usage at \$0.0746 per kWh
Customer charge:	\$1.7425 per day	\$1.7425 per day	\$1.7774 per day	\$1.7774 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

J. *General service single phase distributed generation E-212.*

1. *Availability.* This net metered electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.

3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.

4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh
Customer charge:	\$1.6438 per day	\$1.6438 per day	\$1.6767 per day	\$1.6767 per day

K. *General service three phase distributed generation E-213.*

1. *Availability.* This net metered electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 400 amps three phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.

4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh
Customer charge:	\$2.4000 per day	\$2.4000 per day	\$2.4480 per day	\$2.4480 per day

L. *Security lighting E-300.*

1. *Availability.* This electricity service rate schedule is available for existing security light customers within the service area of the city for photoelectric controlled dusk to dawn external lighting service primarily served by property owned by the customer. No new installations will be made for service under this schedule.

2. *Character of service.* Service shall be unmetered, 60-cycle, 120-240-volt alternating current.

3. *Rate.*

Effective date	2022	2023	2024	2025
Light only:	\$0.7810 per day	\$0.7810 per day	\$0.8122 per day	\$0.8122 per day

Light with pole:	\$0.8525 per day	\$0.8525 per day	\$0.8866 per day	\$0.8866 per day
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4. *General conditions.*

a. The city reserves the right to eliminate service under this schedule or to reduce the wattage of the luminaire.

b. Normal lamp, control replacements and maintenance work shall be made by the city during regular business hours only.

c. It shall be the responsibility of the customer to notify the city of lamp failure. No credits or adjustment of charges will be made during time of such failures, unless the city shall be unable to repair the defects when requested.

d. The city reserves the right to restrict installations of lighting equipment to poles on which suitable space is available and to make such installations only where they will not interfere with any other equipment owned by the city or its customers.

M. *Municipal E-500.*

1. *Availability.* This electricity service rate schedule is available for water pumping, sewage treatment and pumping, municipal buildings and other municipal purposes.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts single phase or other voltage and polyphase service available.

3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0696 per kWh	All usage at \$0.0696 per kWh	All usage at \$0.0724 per kWh	All usage at \$0.0724 per kWh
Customer charge:	Single phase— \$2.4658 per day	\$2.4658 per day	\$2.5644 per day	\$2.5644 per day
	Three phase— \$2.4658 per day	\$2.4658 per day	\$2.5644 per day	\$2.5644 per day

N. *Large customer/contractual E-600.*

1. *Availability.* This electric rate is available to large electric customers within the limits of the service area of the city whose requirements exceed or are estimated to exceed 15,000 MWh (megawatt hours) per year. The city will provide firm electric supply under this schedule; provided, that:

- a. Adequate electric supply exists in the city's distribution system;
- b. Adequate capacity exists in the city's distribution system; and
- c. The customer has executed a long-term large customer power sales agreement with the city for service under this schedule.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 12,470 volts, three phase.

3. *Rate.* The rates under this schedule will be covered by individual contract between the city and the customer.

O. *Nonprofit agency serving the disadvantaged E-700.*

1. *Availability.* This electricity service rate is available within the service area of the city to all nonprofit agencies serving the disadvantaged. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single or three phase.

3. Repealed by Ord. 4844.

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

P. *Primary service city-owned transformer E-204.*

1. *Availability.* This electricity service rate schedule is a legacy rate schedule and is not available to new or existing customers. This rate schedule is only available to customers already placed under this rate schedule as of June 1, 2024. This electricity service rate schedule is available within the service area of the city to ~~all~~ customers placed under this rate schedule as of June 1, 2024 who ~~do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules,~~ and are metered on the primary side of a city-owned secondary transformer. Any

revisions made by the customer or the City to the electrical service can result in a change of the electricity service rate schedule for that service to an appropriate non-legacy rate schedule.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Rate.* The rate shall be composed of a consumption charge discounted one percent below the E-201 rate plus a monthly demand charge discounted one percent below the E-220 rate plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0515 per kWh	All usage at \$0.0515 per kWh	All usage at \$0.0574 per kWh	All usage at \$0.0574 per kWh
Demand charge:	All demand at \$6.00 per kW	All demand at \$6.00 per kW	All demand at \$6.69 per kW	All demand at \$6.69 per kW
Customer charge:	\$3.7808 per day	\$3.7808 per day	\$4.2156 per day	\$4.2156 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed. The point of ownership change shall be identified in a one-line drawing of the service installation in accordance with the public works and utilities department records.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the public works and utilities department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor then multiplying the quotient by 97 percent.

Q. *Primary service customer-owned transformer E-205.*

1. *Availability.* This electricity service rate schedule is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules, and are metered on the primary side of a customer-owned secondary transformer.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 12,470 volts three phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0474 per kWh	All usage at \$0.0474 per kWh	All usage at \$0.0493 per kWh	All usage at \$0.0493 per kWh
Demand charge:	All demand at \$5.30 per kW	All demand at \$5.30 per kW	All demand at \$5.51 per kW	All demand at \$5.51 per kW
Customer charge:	\$3.7808 per day	\$3.7808 per day	\$3.9320 per day	\$3.9320 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed. The point of ownership change shall be identified in a one-line drawing of the service installation in accordance with the public works and utilities department records.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the public works and utilities department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor then multiplying the quotient by 97 percent.

R. *Renewable energy E-800.*

1. *Availability.* This voluntary renewable electricity service rate is available within the service area of the city to all electric customers; provided, however, that the amount of renewable energy available under this rate is limited to the generation output of the city's

community renewable energy park systems. Energy will be sold in 100 kilowatt hours per month blocks. Customers will still pay all charges per their appropriate rate class in addition to the voluntary upgrade charge per 100 kilowatt hours block of renewable energy purchased.

2. *Character of service.* Renewable energy delivered under this schedule shall be the same as the customers' present service and rate class.

3. *Rate.* The rate is a voluntary renewable energy product upgrade charge for consumption in addition to the standard applicable rate class consumption the customer is receiving service under. Charges are computed as follows for each meter receiving this renewable energy product servicing the premises:

Consumption charge: 100 kilowatt hour blocks at \$0.030 per kilowatt hour.

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

S. *Renewable energy system contribution E-801.*

1. *Availability.* This voluntary renewable energy system contribution rate is available within the service area of the city to all customers.

2. *Character of service.* Customers can elect to make fixed contributions of \$3.00 per month per unit. Customers can purchase any number of units of contribution which will be included in their monthly utility billing, and may opt out at any time.

3. *Rate.* The rate is a voluntary renewable energy system contribution only. No renewable energy is delivered by participating in the rate.

Charge: renewable energy system contribution unit at \$3.00 per month.

(Ord. 4897 § 1, 2022; Ord. 4844 § 6, 2019; Ord. 4817 § 1, 2018; Ord. 4804 §§ 1, 2, 5, 2018; Ord. 4787 § 1, 2018; Ord. 4764 § 2, 2017; Ord. 4759 § 1, 2016; Ord. 4733 § 1, 2016; Ord. 4706 §§ 2, 3, 2015; Ord. 4684 § 7, 2014; Ord. 4639 § 2, 2013; Ord. 4633 § 2, 2013; Ord. 4626 § 2, 2012; Ord. 4606 § 1, 2011; Ord. 4555 § 7, 2009; Ord. 4508 § 1, 2007; Ord. 4503 § 2, 2007)

Section 3. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance

including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 20th day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4942 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4942 was published as required by law.

BETH LEADER



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-13 Amending the City Council Rules of Procedure
Submitted by: Terry Weiner, City Attorney/Assistant City Manager
Department: City Attorney

Suggested Motion/Action:

Move to approve Resolution 2024-13, amending Rules 4 and 7 of the City Council Rules of Procedure.

Background/Summary:

The City Council Rules and Procedures were modified at the Council's last meeting on May 6, 2024, following a robust discussion on several potential changes to the public comment section of the rules. Ultimately, Council adopted Resolution 2024-11, which revised Council Rule 7.2(a) regarding when public comment is allowed on agenda items. Council decided to delay a decision on other possible rule changes until this meeting to allow all councilmembers to participate in the discussion and decision.

The other potential rule changes that were discussed related to whether to allow remote public comment on non-agenda items. The options discussed include:

1. Reinstating the ability of the public to provide remote public comment on non-agenda items (i.e., via Zoom).
2. Requiring persons who wish to provide remote public comment on non-agenda items to register for the meeting by 24 hours prior to the meeting and to provide a description of the topic upon which they wish to speak.
3. Revising Rule 4 (Order of Business and the Agenda) to move "Citizen comment on non-agenda issues" from Section 4.7 to instead follow "New Business," which is currently Section 4.12.

Much of the discussion at the May 6 City Council meeting involved concerns over previous "Zoom bombing" incidents when a number of persons provided remote public comment on non-agenda items used their time to spew racist and antisemitic hate speech.

Previous Council Action:

Resolution 2024-11, amending the City Council Rules of Procedure, was adopted at City Council's May 6, 2024 meeting.

Analysis:

Per RCW 42.30.240, the City is not required to provide for remote public comment unless it is requested by an "individual who will have difficulty attending a meeting of the governing

body of a public agency by reason of disability, limited mobility, or for any other reason that makes physical attendance at a meeting difficult . . ." Thus, legislative bodies like the City Council are not *required* to provide for remote public comment except as noted.

The proposed Resolution 2024-13 includes amendments reflecting all the proposals noted above.

- Section 7.2(b)(1), Public Comment on Non-Agenda Items, is amended to strike the language limiting such comment to persons attending City Council meetings in person. It will thus allow for public comment on non-agenda items either in-person or by Zoom.
- An additional amendment to Section 7.2(b)(1) requires that persons wishing to provide remote public comment on non-agenda items must: 1) register via Zoom at least 24 hours prior to the meeting date; and 2) provide a description of the topic they wish to speak upon with sufficient detail to allow the Mayor to determine it pertains to City business or a matter over which Council has control.
- Section 4 (Order of Business) is amended to move citizen comment on non-agenda issues from Section 4.8 to Section 4.12, following New Business, toward the end of the meeting agenda and renumbering resulting subsection items.

The intent of the proposed amendments is to allow persons to provide comments on non-agenda items both in-person and virtually while attempting to *minimize* the disruption that is caused by those wishing to use their time to advance viewpoints that are unrelated to the business of the City and therefore violate the Council Rules.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Resolution 2024-13 Amending Council Rules of Procedure (05-20-24)

RESOLUTION NO. 2024-13

A RESOLUTION relating to the Ellensburg City Council, replacing the Rules and Procedures for the Ellensburg City Council, and repealing Resolution No. 2024-11.

WHEREAS, Resolution 2024-11 updated the “Rules and Procedures for the Ellensburg City Council” (Council Rules); and

WHEREAS, the City Council has determined the Council Rules should again be updated;

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

Section 1. This Resolution supersedes and replaces City Council Resolution No. 2024-11, which is hereby repealed.

Section 2. The Rules and Procedures for the Ellensburg City Council, attached to this Resolution, are hereby adopted and are effective immediately upon passage of this Resolution.

ADOPTED by the City Council of the City of Ellensburg this 20th day of May, 2024.

Mayor

Attest:

City Clerk

City of Ellensburg
City Council Rules of Procedure
May 20, 2024

TABLE OF CONTENTS

1. General Rules
 - 1.1 Authority
 - 1.2 Meetings to be Public
 - 1.3 Quorum
 - 1.4 Roll Call - Absences
 - 1.5 Records of Council Proceedings
 - 1.6 Right of Floor
 - 1.7 Remote Attendance
 - 1.8 Rules of Order
2. Types of Meetings
 - 2.1 Regular Meetings
 - 2.2 Special Meetings
 - 2.3 Study Sessions and Workshops
 - 2.4 Emergency Meetings
 - 2.5 Executive Sessions
 - 2.6 Council Contact Outside an Official Meeting
3. Conduct of Meetings
 - 3.1 The Mayor - Election
 - 3.2 Call to Order
 - 3.3 Preservation of Order
 - 3.4 Points of Order
 - 3.5 Questions to be Stated
 - 3.6 Mayor - Powers
 - 3.7 Reading of Minutes
4. Order of Business and Agenda
 - 4.1 Flag Salute
 - 4.2 Call to Order - Roll Call
 - 4.3 Proclamations
 - 4.4 Awards and recognitions
 - 4.5 Approval of regular agenda
 - 4.6 Consent agenda
 - 4.7 Petitions, protests, and communications
 - ~~4.8 Citizen comment on non-agenda issues~~
 - 4.8 Business requiring public hearings
 - 4.9 Introduction and adoption of resolutions and ordinances

- 4.10 Unfinished business
 - 4.11 New business
 - 4.12 Citizen comment on non-agenda items
 - 4.13 Miscellaneous
 - 4.14 Executive session
 - 4.15 Adjournment
- 5. Agenda Preparation
 - 5.13 Preparation
 - 5.14 Placement of Agenda Items
 - 5.15 Completion
 - 5.16 Availability
 - 5.17 Agenda Retention
- 6. Comments and Debates of the Council
 - 6.13 Rules of Debate
 - 6.14 Getting the Floor - Improper References to be Avoided
 - 6.15 Interruptions
 - 6.16 Courtesy
 - 6.17 Privilege of Closing Debate
 - 6.18 Motion to Reconsider
 - 6.19 Remarks of Councilmember - When Entered in Minutes
 - 6.20 Synopsis of Debate - When Entered in Minutes
- 7. Duties and Privileges of Citizens
 - 7.13 Meeting Participation and Addressing the Council
 - 7.14 Public Comment on Matters Before the Council
 - 7.15 Written Communications
 - 7.16 Designation of Sergeant-at-Arms
- 8. Council Actions
 - 8.13 Ordinances
 - 8.14 Resolutions
 - 8.15 Motions
 - 8.16 Protests of Council Action
- 9. Ordinances, Resolutions and Motions
 - 9.13 Preparation of Ordinances
 - 9.14 Prior Review by Administrative Staff
 - 9.15 Introducing for Passage or Approval
 - 9.16 Resolution
 - 9.17 Voting and Motions
 - 9.18 Filing with Clerk
 - 9.19 Waiver of Rules/Effect
- 10. Creation of Committees, Boards and Commissions

- 10.13 Citizen Committees, Boards and Commissions
 - 10.14 Types of Committees
 - 10.15 Membership and Selection
 - 10.16 Attendance
 - 10.17 Removal of Members of Committees, Boards and Commissions
 - 10.18 Formal Reports of Committees, Boards and Commissions
 - 10.19 Council Liaisons to Committees, Boards and Commissions.
 - 10.20 Hybrid Meetings
11. Internet and Electronic Resources - Equipment Use
- 11.13 Policy
 - 11.14 Use of Electronic Communication and Internet during Council Meetings
 - 11.15 Public Records
 - 11.16 Open Public Meetings
 - 11.17 Public Records and Open Public Meetings Act Training
 - 11.18 The Appearance of Fairness Doctrine
 - 11.19 Electronic Communications

1. General Rules

1.1 Authority. The Ellensburg City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings, and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided in these rules.

1.2 Meetings to be Public. The meetings of the Council shall be open to the public with the exception of executive or exempt sessions for certain limited topics (as defined in Chapter 42.30 RCW). The Council minute book shall be open to public inspection.

1.3 Quorum. A majority of four councilmembers shall be required to be in attendance to constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the Mayor or Mayor pro tempore, at the instance of any three (3) members present, may compel the attendance of absent members.

1.4 Roll Call - Absences. Before proceeding with the business of the Council, the City Clerk or his or her deputy shall call the role of the members, and the names of those present shall be entered in the minutes. A Councilmember may be excused from the meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend the meeting. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the Mayor pro tempore, the City Clerk or Deputy City Clerk, who shall convey the message to the Mayor. The Mayor shall inform the Council of the Councilmember's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of Councilmembers present, the absent Councilmember shall be considered excused, and the Clerk will make an appropriate notation in the minutes. If the motion is not passed, the Clerk will note in the minutes that the absence is unexcused.

1.5 Records of Council Proceedings. The City Clerk shall record all business transacted at a Council meeting. In recording Council minutes, the Clerk, in addition to the names of the Councilmembers in attendance, shall record the names of

all city officials or employees in attendance at the Council meeting and all persons who have addressed the Council.

1.6 **Right of Floor.** Any Councilmember desiring to speak shall be recognized by the presiding officer and shall confine his or her remarks to one subject under consideration or to be considered. Minutes of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.

1.7 **Remote Attendance.** Councilmembers may appear at a Council meeting via video conferencing or telephone ("remote attendance") when approved by the Mayor or Mayor pro tempore, or if remote attendance is required by reason of legislative or governor's proclamation/order, or other emergency order enacted by Council. Councilmembers attending remotely must keep their video camera turned on during the meeting unless they are unable to do so because of technical infeasibility (e.g., poor or no internet connection, no video camera available, etc.).

1.8 **Rules of Order.** *Robert's Rules of Order Newly Revised* shall be the guideline procedures for the proceedings of the Council. If there is a conflict, these rules shall apply.

2. Types of Meetings

2.1 Regular Meetings. The City Council shall hold regular meetings on the first and third Mondays of each month at 7:00 p.m. and will adjourn no later than 11 p.m. To continue past this time of adjournment, a majority of the Council must concur. If the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. The Council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the Council Chambers at City Hall, 501 N. Anderson Street, unless specified otherwise by a majority vote of the Council, legislative proclamation, governor's proclamation/order, or other emergency order. All regular and special meetings shall be public.

2.2 Special Meetings. The City Clerk, upon request of the Mayor or by a majority of the Council shall call special meetings of the Council for the purpose of conducting official action. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice may be provided to each member of the Council by telephone, e-mail, regular mail or otherwise, of the special meeting.

2.3 Study Session and Workshops. The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or by a majority of the Council, to review forthcoming programs of the city, receive progress reports on current programs or projects, receive other similar information from city department heads or conduct procedures workshops, provided that all discussions and conclusions thereon shall be informal and do not constitute final action of the Council.

2.4 Emergency Meetings. An emergency meeting is a Special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor as provided by RCW 42.30.070. The Council minutes will indicate the reason

for the emergency.

2.5 Executive Sessions. An executive session is a Council meeting that is closed except to the Council, City Manager, City Attorney and authorized staff members and/or consultants authorized by the Mayor. The public is restricted from attendance. Executive sessions may be held during Regular or Special council meetings and will be announced by the Mayor.

a. Executive Session subjects are limited to matters authorized pursuant to Ch. 42.30 RCW, including but not limited to considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, public employment applications and public employee evaluation, elective office appointments, and attorney-client discussions regarding agency enforcement actions, litigation, or threatened litigation.

b. Before convening in executive session, the Presiding Officer shall publicly announce the purpose for excluding the public from the meeting place, the anticipated time when the executive session will be concluded, and whether any action is anticipated to be taken following the executive session. Should the executive session require more time, a public announcement shall be made extending the meeting for a time certain. Should the executive session end prior to the time specified,¹ Council may reconvene to formally adjourn, if appropriate. If action is required, the Council may not take action until the specified time has lapsed.

c. At the conclusion of the executive session, if appropriate, the public meeting will reconvene to formally adjourn the meeting, for taking action on the item resulting from the executive session if properly noticed, or to continue the meeting.

2.6 Council Contact Outside an Official Meeting. Generally, Councilmembers have the same freedoms of association as any other citizen. Councilmembers must take great care when present at the same social, unofficial functions, or in any public setting to refrain from engaging in any activity which could be interpreted as de facto deliberation or action on a matter of city business.

3. Conduct of Meetings

3.1 **The Mayor - Election.** The Mayor shall act as the presiding officer of the Council and shall be elected biennially at the first meeting of a new Council by the members from their membership, or otherwise when there is a vacancy in the position. The Mayor shall assume the chair immediately after his or her election. In the absence of the Mayor, the Mayor pro tempore shall act as the presiding officer. In the absence of both the Mayor and Mayor pro tempore, the Council shall elect a presiding officer to preside over the meeting or to act for the Mayor in his or her absence.

3.2 **Call to Order.** The presiding officer shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Council to order. In the absence of the Mayor and the Mayor pro tempore, the City Clerk or his or her assistant shall call the Council to order, whereupon a temporary presiding officer shall be elected by the members of the Council present. Upon the arrival of the Mayor or Mayor pro tempore, the temporary presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the council.

3.3 **Preservation of Order.** The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, as set forth by Rules 6 and 7. The presiding officer may request the Sergeant-at-Arms to enforce actions consistent with this rule pursuant to Rule 7.4.

3.4 **Points of Order.** The presiding officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the Presiding Officer be sustained?"

3.5 **Questions to be Stated.** The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject to, however, an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. A roll call vote may be taken on any question.

3.6 **Mayor - Powers.** The Mayor shall vote on all questions, his or her name being called last. He or she shall sign all ordinances and resolutions adopted by the Council during his or her presence. In the event of the absence of the Mayor, the Mayor pro tempore or presiding officer shall sign ordinances or resolutions as then adopted.

3.7 **Reading of Minutes.** Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the Clerk has previously furnished each member with a copy of the minutes.

4. Order of Business and the Agenda. All meetings of the Council shall be open to the public. Promptly at the hour specified herein on the date of each regular meeting, the members of the Council, the City Clerk, City Attorney, and City Manager shall be present for the meeting and the business of the Council shall be taken up for consideration and disposition in the following order:

4.1 Flag Salute.

4.2 Call to Order - Roll Call. The presiding officer calls the meeting to order and will announce the attendance of Councilmembers, indicate any Councilmember who is not in attendance and whether the Councilmember has requested an excused absence. Excused absences will be handled as stated in Rule 1.4.

4.3 Proclamations. A proclamation is defined as an official announcement made by the Mayor. It is the policy of the City Council for the Mayor to consider requests to proclaim certain events or causes when such proclamations pertain to a City of Ellensburg event, person, organization, or cause with local implications. The Mayor will consider requests that are timely, have potential relevance to the Ellensburg community, and either forward positive messages and/or call upon the support of the community. The Mayor will choose proclamations to read at a Council meeting subject to the following guidelines. The Mayor may act on requests for proclamations without a vote of the City Council. In addition:

a. The person(s) or organization making the request must submit a completed Application Requesting a City Proclamation and submit a copy of the proposed Proclamation to the City Clerk's office at least thirty calendar days before the proclamation is desired.

b. The sponsor must be a city resident.

c. Proclamations must have citywide significance and demonstrate relevancy to Ellensburg.

d. Proclamations should have a positive message and should not promote political, ideological or religious positions.

e. The Mayor shall not recognize groups or individuals who seek economic benefit by endorsement or for-profit commercial events or endeavors.

f. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations. The proclamation shall not exceed one page of text.

g. The Mayor may consult with City Boards, Commissions or other subject matter experts when considering appropriate proclamation language.

h. The Mayor retains the right to limit the number of proclamations at a City Council meeting.

i. The Mayor, in consultation with the City Manager and City Attorney, will determine if the proposed proclamation meets the intent of this policy

4.4 Awards and recognitions.

4.5 Approval of regular agenda.

a. The presiding officer may, with the concurrence of the Councilmembers by majority vote, take agenda items out of order. The agenda may be amended upon majority vote of the Councilmembers.

b. Because adoption of any item on the consent agenda, as provided in Rule 4.6, implies unanimous consent, any member of the Council shall have the right to remove any item from the consent agenda. Therefore, prior to the vote on the motion to adopt the regular agenda, the presiding officer shall inquire if any Councilmember, or any member of the public with concurrence of a Councilmember wishes an item to be withdrawn from the consent agenda. If an item is withdrawn, it shall be placed at an appropriate place on the regular agenda for the current or a future meeting, to be followed by a motion to approve the regular agenda, as amended, by the item's removal from the consent agenda.

4.6 Consent agenda. The consent agenda is designed to contain items which are of a routine and non-controversial nature, including, but not limited to the following: minutes from Council, commission, and committee meetings; excused absence requests from Councilmembers; letters of resignation; approval of appropriations;

resolutions which do not involve significant policy issues; routine contracts; labor agreements; and certain administrative actions, such as consideration of banner requests and such other items as may be requested for inclusion by Council or by the City Manager and approved by Council. Any and all items on the consent agenda are approved by single motion and vote of the City Council.

4.7 Petitions, protests, and communications.

4.8 ~~Citizen comment on non-agenda issues.~~

4.8 Business requiring public hearings.

4.9 Introduction and adoption of resolutions and ordinances.

4.10 Unfinished business.

4.11 New Business.

4.12 Citizen comment on non-agenda issues.

4.13 Miscellaneous.

4.14 Executive session.

4.15 Adjournment. The presiding officer shall adjourn Council meetings upon the conclusion of the agenda.

5. Agenda Preparation

5.1 Preparation. The City Clerk will prepare an agenda packet for each Council meeting and work session specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Manager and Mayor (or Mayor pro tempore when acting in the absence of the Mayor), either of whom may add or delete any proposed agenda item for reasons of ensuring council meeting efficiency or for reasons that are in the best interests of the City.

5.2 Placement of Agenda Items. An item may be placed on a Council meeting agenda by any of the following methods: 1) approval of the City Manager; 2) approval of the Mayor; 3) upon request of any Councilmember prior to preparation of the agenda; or 4) upon request of any Councilmember and approval by majority vote during the Councilmember Reports portion City Council meetings, in which case the item shall be placed on the agenda for the next regular Council meeting.

5.3 Completion. Agenda items will be completed by the appropriate City department staff and submitted to the City Clerk for finalizing by 10 a.m. on the Wednesday prior to the following Council meeting. The “agenda report” form will be used for all items submitted for a meeting agenda of committees, regular or special meetings, and work sessions.

5.4 Availability. An agenda shall be prepared and provided to the Council and available to the public on the Thursday prior to each meeting. Public availability shall include posting on the City website, distribution by email to an established mailing list and copies provided in the City Hall and Ellensburg Public Library lobbies.

5.5 Agenda Retention. The City Manager will prepare and keep current a calendar of agenda items for all Council regular and special meetings, work sessions, and committee meetings.

6. Comments and Debates of the Council

6.1 Rules of Debate. Presiding Officer May Debate and Vote. The Mayor, or such other member of the Council as may be acting as presiding officer, may move, second and debate from the chair, subject only to such limitations of debate imposed by these rules on all members. Neither the Mayor nor any Councilmember shall be deprived of any of the rights and privileges of a Councilmember by reason of his or her acting as the presiding officer.

6.2 Getting the Floor- Improper References to be Avoided. Every Councilmember desiring to speak shall address the presiding officer and, upon recognition, shall confine his or her comments to the question under debate, avoiding all personalities and indecorous language.

6.3 Interruptions. A Councilmember, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a Councilmember, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

6.4 Courtesy. All staff and Councilmembers during the discussion, comments, or debate of any matter or issue, shall address their remarks to the presiding officer, be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

6.5 Privilege of Closing Debate. The Councilmember making the motion shall have the privilege of closing the debate.

6.6 Motion to Reconsider. A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. It may be seconded by any member and may be made at

any time and have precedence over all other motions or while a member has the floor and shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council.

6.7 Remarks of Councilmember - When Entered in Minutes.

A Councilmember may request, through the presiding officer, the privilege of having an abstract of his or her statement on any subject under consideration by the Council entered in the minutes. If the Council consents to the request, the statement shall be entered in the minutes.

6.8 Synopsis of Debate - When Entered in Minutes. The Clerk may be directed by the presiding officer, with consent of the Council, to enter a synopsis of the discussion on any question coming before the Council into the minutes.

7. Duties and Privileges of Citizens

7.1 Meeting Participation and Addressing the Council. Members of the public are welcome at all Council meetings and are encouraged to provide comments and testimony on matters including agenda items, non-agenda items, and public hearings prior to the deliberations of the Council. Any person desiring to address the Council shall adhere to the rules below:

a. 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.

b. All remarks shall be addressed to the Council as a body and not to any individual member thereof. No question shall be asked of a Councilmember or staff except through the presiding officer.

c. Council meetings are considered a “limited public forum” which means the time, place and manner of speech can be regulated. At any time, the Presiding Officer, in their sole discretion, may set such reasonable limits, or terminate that individual's comment period, as necessary to prevent disruption or undue delay of other necessary business, or due to the person's violation of the Council's Rules for public participation.

d. Prior to speaking, members of the public shall first obtain recognition by the presiding officer by raising their hand for in-person attendance and “virtual hand” if remotely attending the meeting, and once recognized shall state their name, whether they live in the City of Ellensburg, Kittitas County, or elsewhere, and whether they are speaking as an individual or in a representative capacity. An address may be required when providing public comment for specific instances when needed for staff to contact the speaker, such as public hearings.

e. When addressing the Council, members of the public are urged to speak in an audible and articulate tone of voice for the record.

7.2 Public Comment on Matters Before the Council. Members of the public may address the Council on any matter which concerns the City's business or over which the Council has control during the comment portion of the agenda item subject to the following:

a. Agenda Items.

1. Members of the public may comment on items on the City Council agenda when required under the Washington Open Public Meetings Act, Chapter 42.30 RCW (as indicated on the agenda page), and which are not adjudicatory or administrative in nature. The City Council Agenda page shall state which items allow for public comment.

2. Members of the public shall limit their remarks to three (3) minutes unless additional time is granted by the presiding officer.

b. Non-Agenda Items.

~~1. Only members of the public attending City Council meetings in person may provide public comment on non-agenda items.~~ Members of the public wishing to speak are requested to sign a register maintained by the City Clerk in advance of the Council meeting or raise their "virtual hand," as directed, if attending the meeting remotely. Members of the public wishing to speak using the City's remote meeting platform for public comment under this subsection must: 1) register to attend the meeting remotely by no later than 24 hours prior to the start of the meeting; and 2) provide a description of the topic upon which they wish to speak with sufficient detail to allow the Mayor to determine whether it pertains to City business or a matter over which Council has control.

2. Members of the public may address the Council on any matter not on the agenda which concerns the City's business or over which the Council has control, and must state the topic(s) upon which they wish to speak before addressing the Council if they have not done so in the City Clerk's register. The presiding officer has authority to silence the microphone of any speaker who refuses to

clearly identify their comment topic or when the proposed topic(s) does not concern the City's business or is not one over which the Council has control.

3. Members of the public shall limit their remarks to three (3) minutes. Time may not be shared between members of the public in order to speak longer than three (3) minutes each.

4. No action will be taken by the Council at the meeting during which the subject is introduced.

5. The total time allocated for comments on non-agenda items is thirty (30) minutes for all speakers. The total time may be extended upon vote of the Council.

c. Public Hearings.

1. For legislative hearings, any member of the public may comment or provide testimony.

2. For quasi-judicial or appeal hearings, comments will be limited to persons who participated in the proceedings prior to the City Council public hearing, as established by the record below.

3. Members of the public shall limit their remarks to five (5) minutes unless additional time is granted by the presiding officer.

d. "Out of Order" Comments and Enforcement. Any person engaging in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting, including but not limited to: unduly repetitive or irrelevant remarks; use of intimidating, threatening, or abusive language; disobedience of an order to be seated or to discontinue further comments; and/or engaging in violent behavior, will be deemed out of order and may, at the discretion of the presiding officer or upon a majority vote of the Council, be removed from the Council Chamber and/or have his or her virtual microphone muted.

7.3 Written Communications. Interested parties, or their authorized representatives, may address the Council through written communications, including

email, in regard to matters under discussion. Communication should be directed to the City Clerk or to Councilmembers directly.

7.4 Designation of Sergeant-at-Arms. The presiding officer may designate the Chief of Police or such member of members of the Police Department as a Sergeant-at-Arms for the purpose of maintaining order and decorum at Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

8. **Council Actions.** The following actions may be considered at Council meetings:

8.1 **Ordinances.** “Ordinances” are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance.

8.2 **Resolutions.** “Resolutions” are adopted to express Council policy or to direct certain types of administrative action. They have the same effect as a motion, but in a written form. A resolution may be changed by adoption of a subsequent resolution.

8.3 **Motions.** “Motions” are official Council actions which do not require prior documentation in writing. They often are the Council authorizing action (e.g., signing an agreement by the Mayor) or to provide direction to staff to prepare an item for future consideration.

8.4 **Protests of Council Action.** Any Councilmember shall have the right to have the reasons for his or her dissent from, or protest against, any action of the Council entered in the minutes.

9. Ordinances, Resolutions and Motions.

9.1 Preparation of Ordinances. All ordinances shall either be prepared by or submitted to the City Attorney for review prior to presentation to the Council.

9.2 Prior Review by Administrative Staff. All ordinances and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been reviewed for administration by the City Manager or the Manager's authorized representative, where there are substantive matters of administration involved.

9.3 Introducing for Passage or Approval.

a. Ordinances, resolutions, and other matters or subjects requiring action by the Council must be introduced and sponsored by a member of the Council; provided, however, such items may be presented to the Council by the City Manager or City Attorney, or such City staff as may be designated by the City Manager. Any Councilmember may assume sponsorship of an item of business submitted by the City Manager or City Attorney by moving that it be introduced; otherwise, the item shall not be considered.

b. No ordinance shall be put on its final passage on the same day on which it was introduced unless this rule is waived as provided by Rule 9.7 and not otherwise prohibited by state law from final passage in a single meeting. Where such a motion to waive this Rule 9.3(b), as provided in Rule 9.7, is approved, the ordinance may then be adopted through a single reading followed by a roll call vote.

c. All ordinances shall have two separate readings, each of which readings may be accomplished by a reading of the title paragraph only: provided, however, any or all of the readings may be required to be accomplished by a reading of the full text of the proposed ordinance if the rules are waived as provided by Rule 9.7 to require such readings of the full text. When such a reading of the full text is required, upon a vote of a majority of the Council members present, it shall not be necessary to read excessive detail set forth in a particular ordinance, including but not limited to legal

descriptions of land areas, and in lieu thereof an oral statement summarizing the contents so omitted may be made by the presiding officer, or by the City Clerk or other recording secretary if so directed by the presiding officer.

d. No ordinance shall relate to more than one subject and that subject shall be clearly summarized in its title paragraph. No ordinance or section thereof, or City Code section, shall be amended unless the title paragraph of the amendatory ordinance indicates that the ordinance, or a part thereof, is amendatory.

e. The vote on amendments to a proposed ordinance may occur at any time prior to its final adoption; provided, that in the case of any ordinance which under state law cannot be adopted at the same meeting in which it is introduced, the ordinance as amended shall not be finally voted upon until the next regular council meeting.

f. All ordinances introduced for the purpose of amending, in whole or in part, any existing City Code title, chapter, section, or subsection, shall state the number of such provisions, together with a reference to the ordinance or ordinances and the sections thereof from which the code provisions were most recently codified. Any such amendatory ordinances shall state how the pertinent City Code provisions shall be amended to read thereafter, and any so stated amended language of any such code provisions shall be deemed and shall constitute sufficient compliance with any other statutory or ordinance requirement that all ordinances, or sections or subsections thereof be set forth in full.

9.4 Resolution. A resolution may be approved on the same day it is introduced. While it is not necessary to have the title of a resolution read aloud, Council may invoke the two reading procedures described above to facilitate public understanding and/or comment on the resolution. If Council invokes the two reading procedures, a Councilmember may request that the entire resolution or certain sections be read, and such request shall be granted and the City Clerk shall read as requested.

9.5 **Voting and Motions.**

a. **Consensus Voice Votes.** When a formal motion is not required on a Council action or opinion, a consensus voice vote will be taken except that any Councilmember may require the vote of each Councilmember be recorded. The presiding officer will state the action or opinion. The Council as a group will indicate concurrence or non-concurrence. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness.

b. **Motions.** No motion shall be entertained or debated until duly seconded and announced by the presiding officer. The motion shall be recorded and, if desired by any Councilmember, it shall be read by the Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.

c. **Votes on Motions.** Each member present shall vote or abstain on all questions put to the Council except on matters in which he or she has a conflict of interest. If a conflict of interest exists for a councilmember, such member shall announce their conflict and abstention from voting prior to any discussion of the matter, and shall be prohibited from participating in discussion of the matter. A roll call vote shall be taken on the adoption of all ordinances and on motions to suspend rules. The order of voting shall be alphabetically according to the surnames of the Council members, except that the presiding officer shall vote last.

d. **Abstention from Vote.** Any Councilmember who abstains from voting will not have his or her abstention counted or tallied with the votes of the Council on the question or matter under consideration, which must pass by a majority of those Councilmembers who voted.

9.6 **Filing with Clerk.** All reports, petitions, ordinances and resolutions shall be filed with the Clerk and entered into the minutes.

9.7 **Waiver of Rules/Effect.** Except as otherwise provided by law, any rule established by this chapter may be waived upon an affirmative vote of five members of the City Council. No action taken by a Councilmember or by the Council, which is not in compliance with these rules but which is otherwise lawful, shall invalidate such Councilmember's or Council action, or be deemed a violation of the oath of office, misfeasance or malfeasance. These rules do not grant rights or privileges to members of the public or third parties.

10. Creation of Committees, Boards and Commissions.

10.1 Citizen Committees, Boards and Commissions. The Council may create committees, boards and commissions to assist in the conduct of the operation of city government with such duties as the Council may specify consistent with the Ellensburg City Code.

10.2 Types of Committees. There shall be two types of committees in the City of Ellensburg:

a. Standing Committees. Such committees are established to conduct business delegated by the legislative body and may be authorized by either state statute or city ordinance. An example would be the Utility Advisory Committee.

b. Citizen Advisory Committees. Such committees are formed to promote citizen participation on a particular subject and provide guidance on community views on a subject.

c. Special Committees. All special committees shall be appointed by the presiding officer, unless otherwise directed by the Council.

10.3 Membership and Selection. Membership and selection of members shall be as provided by the Council if not specified otherwise in the Ellensburg City Code or state law. The Mayor makes all other appointments, subject to confirmation by the City Council, at an open public meeting. No committee so appointed shall have powers other than advisory to the Council or to the Mayor except as otherwise specified in the Ellensburg City Code or state law. City Council seeks to create diverse and inclusive committees, boards and commissions, and strives to ensure that such committees, boards and commissions are representative of the entire Ellensburg community.

10.4 Attendance.

a. An aggregate of five absences for any committee, board or commission member per calendar year will be permitted. An excess of five unexcused absences may result in the member forfeiting his or her office, subject to the provisions of Rule 10.5.

b. No more than three consecutive member unexcused absences from regularly scheduled meetings will be permitted, with any excess absences resulting in potential forfeiture of office, subject to the provisions of Rule 10.5, unless such consecutive absences are excused by the board or commission in an open public meeting.

10.5 Removal of Members of Committees, Boards and Commissions. A committee, board or commission may, by majority vote, recommend to the city council that an appointed member be removed for reasons stated in Rule 10.4 or any other reasonable grounds that include, but are not limited to inefficiency, neglect of duty, or an unlawful act. Council shall consider the recommendation as provided in ECC 1.12.060.

10.6 Formal Reports of Committee, Boards and Commission. All committees, boards and commissions shall make their formal reports in writing.

10.7 Council Liaisons to Committees, Boards and Commissions.

a. Councilmembers may be assigned as liaisons to City Committees, Boards and Commissions on a voluntary basis.

b. Council liaisons shall serve for the purpose of providing a constructive relationship between the City Council and the advisory body without implying direction, review, or oversight of the activities of the advisory body. In general, liaisons should not participate in committee, board or commission meetings where they serve a liaison, and must exercise particular care when attending quasi-judicial public hearings to avoid an Appearance of Fairness doctrine violation.

c. This Rule shall not limit a Councilmember's full participation as a member of a committee, board or commission that was not created by the City.

10.8 Hybrid Meetings. Unless otherwise prohibited by legislative or governor's proclamation/order, or other emergency order, all committee, board and commission meetings shall be held both in-person at a City-owned facility and hosted remotely through videoconferencing technology. Committee, board and commission members shall be allowed to any meeting remotely as provided in ECC 1.12.100.

Committee, board or commission members attending a meeting remotely must keep their video camera turned on during the meeting unless they are unable to do so because of technical infeasibility (e.g., poor or no internet connection, no video camera available, etc.).

11. Internet & Electronic Resources - Equipment Use.

11.1 Policy. It is the policy of the City Council that Internet and electronic resources equipment use by Councilmembers shall conform to and be consistent with the requirements of City of Ellensburg Personnel Policies Manual Section 9.6, "COMPUTER SYSTEM, INTERNET AND E-MAIL USE POLICIES," adopted hereby and incorporated herein by this reference.

11.2 Use of Electronic Communication and Internet during Council Meetings. Councilmembers will avoid accessing, responding to, or sending any electronic message (text, e-mail, instant message, social media etc.) during Council meetings, whether such communication involves a citizen or other Councilmember. Such communication could be construed as inviting or receiving public comment, or engaging in a non-public discussion, regarding Council business, which should be conducted in an open meeting. Likewise, Councilmembers will avoid any browsing of the Internet of non-City business during Council meetings in order that Council's full attention can be given to the topic at hand.

11.3 Public Records. All letters, memoranda, interactive computer communication or other forms of electronic communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with exceptions stated by the Public Records Act (Ch. 42.56 RCW), are public records.

11.4 Open Public Meetings. In most cases, the Washington Open Public Meetings Act (OPMA) applies to electronic communications, which can include e-mail, instant messaging, texting or other methods that allow electronic interaction. Interactive e-mail or text discussions among a quorum of a governing body, whether shared concurrently or serially, regarding a matter which will come to the body for a vote is a "meeting" under the OPMA. The same result would apply to an interactive discussion among a quorum of Councilmembers conducted in any electronic format. Further,

electronic communication should not be used to form a collective decision of the Council.

11.5 Public Records and Open Public Meetings Act Training. All newly elected or appointed Councilmembers shall complete basic training in public records and the Open Public Meetings Act (OPMA) within 90 days of taking the oath of office. Refresher training must be taken no later than every four years thereafter.

11.6 The Appearance of Fairness Doctrine. The Appearance of Fairness Doctrine applies if an electronic communication to or from the Mayor or Councilmembers relates to a quasi-judicial matter that will come before Council for a decision (e.g., appeals from land use hearing examiner decisions). As with any ex parte communication about a quasi-judicial matter, the Mayor or Councilmember who receives the e-mail should:

- a. Advise the sender that on advice of the City Attorney, he or she may not comment outside a public meeting on a pending matter before Council and that the sender's e-mail will be included in the public record on the matter.
- b. Immediately forward the communication to the City Manager for inclusion in the public record of the matter.
- c. Disclose on the record in the public hearing or meeting on the matter that the communication has been received and is in the record.

11.7 Electronic Communications.

a. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

b. As a cautionary note, if an elected public official uses his or her personal home computer to send electronic communications dealing with City business, the electronic communications and electronic records may be subject to discovery demands and public disclosure requests. That possibility amplifies the need for caution in how one uses electronic communication for City business.



Meeting Date: May 20, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-14 Ellensburg City Council Strategic Vision for 2024-2029

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:

Approve Resolution 2024-14 adopting the proposed 2024-2029 Ellensburg City Council Strategic Vision.

Background/Summary:

The Ellensburg City Council held a Retreat on April 27, 2024 to consider strategic questions and create a shared vision for the future built on strategic priorities.

Previous Council Action:

The City Council has traditionally adopted priorities through the Biennial Budget process. On November 1, 2021, Council adopted Resolution 2021-34 which included Strategic Vision for 2022-2027. On May 16, 2022, Council adopted Resolution 2022-17 which updated their Strategic Vision for 2023-2028, including the five pillars of Housing Affordability, Economic Vitality, Safe and Inclusive Community, Energy & Resource Management, and Sustainable Infrastructure.

Analysis:

The Strategic Vision 2024-2029 represents the most important issues facing the City of Ellensburg and establishes precedence for expenditure of staff and other City resources. In addition, the Strategic Vision provides priorities and milestones and measures of achievement for the entire executive staff and City Council to use in the coming years. The Strategic Vision guides the actions of the City Manager and staff to develop a strategic plan and prepare budget proposals to address priorities and achieve milestones. It is the basis for accountability and reporting outcomes to policymakers and the community.

The Strategic Vision is intended to be revisited on a regular basis and revised as necessary to reflect the common vision of the Ellensburg City Council.

Financial Impact:

Financial impact will be evaluated according to subsequent strategic work plans. Programs and policies will be approved through the City's adopted Biennial and/or Supplemental Budget process.

Budget Adjustment: No

Attachments:

1. Resolution 2024-14 Ellensburg City Council Strategic Vision 2024-2029

RESOLUTION NO. 2024-14

A RESOLUTION to adopt the Ellensburg City Council Strategic Vision 2024-2029, as follows:

WHEREAS, the Ellensburg City Council held a Retreat on April 27, 2024, to which the public was invited and the Council considered strategic questions and created a shared vision for the future built on strategic priorities; and

WHEREAS, the Strategic Vision represents the most important issues facing the City of Ellensburg and establishes precedence for expenditure of staff and other City resources. In addition, the Strategic Vision provides priorities, milestones, and measures of achievement for the executive staff and City Council to use in the coming years; and

WHEREAS, the Strategic Vision is intended to be revisited on a regular basis and revised as necessary to reflect a common vision of the Ellensburg City Council; and

WHEREAS, the Strategic Vision guides actions of the City Manager to develop a strategic plan and recommend a budget to achieve priorities and milestones over the coming years;

NOW, THEREFORE, BE IT RESOLVED, the Ellensburg City Council hereby adopts the following:

2024-2029 Ellensburg City Council Strategic Vision

Strategic Pillars for Council's Vision

- Sustainable Economic Development
- Infrastructure and Energy
- Safety, Civic Engagement, and Cultural Inclusion
- Affordable Housing and Living
- Dedicated Parks and Recreation Resources

Strategic Vision and Priorities

Sustainable Economic Development

- Increase living/family wage jobs and opportunities for community members and new graduates
- With partners, prepare to seize new industry opportunities that are additive or retentive—not extractive—and aligned with community assets and resources
- Expand creative economy and entrepreneurial sector to retain and enhance community character
- Strengthen existing business through education and resources in partnership with Ellensburg Downtown Association (EDA), Kittitas County Chamber, Central Washington University, Kittitas County, and other local and regional partners

- Implement the County-wide Economic Development Strategic Plan in collaboration with partners; actively participate in countywide and regional collaboration around economic opportunities
- Maximize opportunities to capture external (sales tax) revenue through tourism, sports, etc.
- Expand opportunities for current and new businesses, including multicultural business training and programs
- Identify gaps and partner to align local labor market to community needs (trades, behavioral health professionals, etc.)
- Leverage location for increase efficiency/economy of multi-directional shipping (freight) transportation systems
- Continue diversification in local business market for economic resilience
- **Measures:** define living wage jobs and track changes by sector over time; creative economy jobs and sales tax/GDP; tourism impact

Infrastructure and Energy

- Develop sustainable funding for infrastructure maintenance programs based on largest community impact; renew transit funding
- Expand GIS Asset mapping and inventory programs to measure need and meet level of service benchmarks
- Continue multi-modal transportation, utility (water, wastewater, stormwater, electric, and natural gas), and broadband infrastructure forecasting for growth (enhancing public awareness) and incorporating priority projects into six-year capital improvement plans
- Implement strategies outlined in the Sustainability and Energy Plan
- Explore and increase public/private partnerships for infrastructure projects
- Seize innovative energy opportunities that build reliability, resilience and protect community's future (renewables, demand response, smart grid, etc.); implement smart grid solutions to improve efficiency and service delivery
- Plan and build electric and transportation system infrastructure to facilitate increase in electric and autonomous vehicles
- Advance technology roadmap: implement enterprise resource planning (ERP) software system, records management, and best practices to improve data management, operational efficiency, and security; continue to enhance cyber security and resilience of systems to protect public data and assets
- **Measures:** Create metrics for prioritizing community service demands, maintenance and replacement; map public infrastructure assets

Safety, Civic Engagement, and Cultural Inclusion

- Implement system to improve communication and engagement with community; expand use of tools for civic interaction and emergency communications; match goals, tools, and methodology with audience and outcomes (public forums, website, social media, etc.) for greatest impact; enhance use of video and other engaging channels, such as Public Service Announcements on ECT, etc.); consider expansion of capacity for community engagement.
- Expand partnerships to host more cultural events; encourage inclusive attendance at community events
- Civic education program including onboarding for City opportunities to increase access to opportunities on City Council and advisory boards/commissions.
- Expand customer service, soft-skills, de-escalation and cultural awareness training for staff

- Recognize changing role of Library services and adapt facilities respectively
- Address artificial intelligence (AI) and other threats against community misinformation, undermining trust, and public safety
- Partner with other agencies and organizations to expand resources for mental health, substance use disorder; advocate for infrastructure/staffing investment to support behavioral health crisis
- **Measure:** communication/engagement tools and use over time (web, social, newsletters, engagement, public meetings/forums, PSAs), establish equity index (with data based on local demographics)

Affordable Housing and Living

- Close the gap between units and projected need (additional 4,772 units by 2037)
- Decrease the number of cost-burdened households (>30% income) through implementation of the Housing Action Plan while retaining neighborhoods
- Remove barriers to construction of new housing types; create housing incentives that are utilized to build new housing stock
- Increase diversity in housing options
- Partner to retain affordability
- Decrease the number of unhoused people in our community and eliminate gaps in the path to housing permanence
- Zoning for basic services in accessible distance to current and future neighborhoods
- Programs for home/landowners to build ADU's (or tiny homes) to assist range of income needs
- Explore gaps in service network, including food security
- **Measure:** Social service provider ratio to population; decrease reliance on social services/FISH/Open Table/APOYO; change in cost-burdened households; track vacancy rate; average housing cost; affordable stock; unhoused people; new housing units by type

Dedicated Parks and Recreation Resources

- Improve transparency in funding park, recreation, and library programs
- Prioritize park and recreation capital needs (new pool, etc.) and develop sustainable park design and funding; consider efficiencies to consolidate services under one roof
- Explore community partnerships for facilities and operations (Boys & Girls Club, YMCA/YWCA, etc.)
- Develop dedicated and sustainable revenue for park infrastructure and operations and maintenance (O&M) such as Metropolitan Parks District
- Restructure all fees, including special event permits
- Revisit park impact fee amounts
- Consider revenues for tournaments such as parking fees
- Develop corporate sponsorship program
- Coordinate programs with identified community and public health needs (CHIP, etc.); a healthier community that is activity-based
- **Measure:** past and current funding; track unmet needs

ADOPTED by the City Council of the City Ellensburg this 20th day of May 2024.

Mayor

Attest:

City Clerk



MANAGER'S REPORT

DATE: May 20, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Sleep Center Open House May 22

The City and County will be holding an open house on Wednesday, May 22, 2024, from 6-8 p.m. at Hal Holmes Community Center, to discuss what a sleep center is and why one is needed in Ellensburg. A presentation from the City-County Joint Ad Hoc Committee on Homelessness will begin at 6:00 p.m., followed by a Q & A session. This open house will provide an opportunity for people to learn more about the Sleep Center and why it is needed (regulatory drivers, trends, Cold Weather Shelter operations and changes; operating framework, mitigation of impacts); an overview of the site analysis process and review of sites under consideration. A remote attendance option is available at www.ellensburgwa.gov/sleepcenteropenhouse. At the Open House, audience members can get questions answered by the Ad Hoc Committee members; comment cards will be available for those that wish to share concerns about specific site(s) or the project. Comments will be provided to the Council and County Commissioners for their consideration at a joint meeting on June 13.

For more than two years, members and staff of the City-County Joint Ad Hoc Committee on Homelessness have been discussing the issue of homelessness in Ellensburg and Kittitas County. In July 2022, the City Council and County Commissioners voted to approve establishment of a sleep center in Ellensburg to serve as a year-round countywide low barrier shelter, which had been identified as a gap in the system. A consultant was hired to assist in analyzing alternative sites for a Sleep Center, including all publicly owned and private parcels within the City and Urban Growth Area boundaries. They also established baseline operating costs for a facility.

At the March 4, 2024 meeting, the Ellensburg City Council considered a Letter of Understanding (LOU) between the City and HopeSource to negotiate a lease for Sleep Center facilities on the property at site of the former Nites Inn motel at 1200 S. Ruby Street (now Pathways), which is being converted to affordable housing, including some units set aside for people transitioning out of homelessness. After hearing from community members, the City Council requested members of the public to submit additional site ideas for further consideration.

The Joint Ad Hoc Committee on Homelessness members reviewed submitted sites and provided feedback on the sites' accessibility, cost of acquisition and improvements, neighborhood impact, space adequacy and risk of delay in a meeting on April 19, 2024. The Committee ranked the list of sites by priority. Given the necessity for additional analysis on the proposed sites and the need for an interactive discussion between Kittitas County and City of Ellensburg decisionmakers, the May 22 Open House was created as an opportunity to further inform the community, answer questions, and gather additional feedback about the project and potential sites to be considered by decisionmakers at a joint meeting on June 13.

2. Joint City County Meeting on June 13 to Discuss Sleep Center Siting

The Kittitas County Commissioners and the Ellensburg City Council will meet to review Sleep Center site options at a Joint Special meeting on June 13, 2024. Details of the meeting will be announced later.

3. City Priorities Poll Results

The City Priorities poll closed this week. We asked: "In your opinion, what are the top priorities for the City of Ellensburg over the next five years? Please select up to five (5) from the broad list of topics below." In the month that the poll was open, 414 people responded. The top five results were:

1. Parks, recreation programs, library: 208
2. Economic development - job creation, business attraction, small business retention & expansion, workforce skills: 204
3. Public safety - police & fire services: 178
4. Housing - availability & affordability: 175
5. Infrastructure - maintaining water, sanitary sewer, storm systems: 126 (Growth was just behind Infrastructure (at 125) and Health & Human Services (at 121).

View the results in a bar graph or pie chart:

https://fs19.formsite.com/res/resultsReportCharts?EParam=B6fiTn-RcO6dMFFDF0_mok5ZoOnMf6ad2CO-cxzjberWaZVnnHH5cb5CUsEBwOd4XyclrHFIoL2mnQNVlgj94Yi1U-Os76mf

4. Be Heard Eburg Content Transitioned to City Website

Per the April 1, 2024 study session, our staff have completed migrating content that is currently on "Be Heard Eburg" back to the City website. We have been using this alternate site to highlight projects and initiatives for the City. But toggling between the City website and "Be Heard Eburg" platform is confusing for some users. We believe the move to one platform (our City website) will provide better accessibility to City information. As a reminder, when we originally added this software (called Bang the Table, in 2021), we had intended to use more of the engagement tools with the Comp Plan Chapter revisions, but quickly realized that we could not use those tools like staff had envisioned. Since then, the City's website content management system has been updated and staff have used other tools (surveys and forms) with similar functionality, which has reinforced that there is little value in keeping the platform. Current initiatives can be found under the main heading: Business & Projects on the City website.

5. Cle Elum Ridge Funding Secured

The Checkerboard Partnership project fulfilled a major goal by securing federal funding for purchasing the Cle Elum Ridge, linking the Cities of Roslyn and Cle Elum to the Teanaway Forest. The land will be managed by DNR under guidance from a Community Forest Board. The City has participated as an advocacy partner in this project.

6. Reschedule July 1 Study Session to July 15

Staff request Council reschedule the regular study session on July 1 to a special Joint City Council and Planning Commission study session on Monday, July 15, 2024, beginning at 6:00 p.m. The meeting topic will include a presentation of the research report on Wellbeing in Ellensburg—a NSF-funded Intermountain West Transformation Network (TN) that focused on community resilience.

7. Expect Traffic Delays for I-90 Vantage Bridge Deck Replacement 2024

Drivers can expect one travel lane in each direction on most days. Crews will open two lanes in each direction on Memorial Day, Fourth of July and Labor Day weekends. Project flyers are attached.

8. Public Hearing Set for Six Year Transportation Plan Update for 2025-2030

The City is required by law to annually update its Six-Year Transportation Improvement Plan (TIP) and file a copy with the Washington State Department of Transportation. The plan, which requires a public hearing by the Council, must be adopted by resolution. The public hearing is scheduled for June 3, 2024, to consider the plan for 2025-2030.



Learn about Ellensburg and Kittitas County's efforts to address challenges of **homelessness**.

Community Open House

HAL HOLMES COMMUNITY CENTER
209 N. RUBY ST.
ELLENSBURG, WA 98926
RSVP TO ATTEND VIA ZOOM
www.ellensburgwa.gov/sleepcenteropenhouse

May 22
6-8 p.m.

**Free &
Open to
the Public**

Learn about the proposed Sleep Center, why one is needed in Ellensburg, and sites being considered.

Presentation begins at 6 p.m., followed by a Q&A session.





Informese sobre los esfuerzos de Ellensburg y el condado de Kittitas para abordar los desafíos de la falta de vivienda.

Puertas Abiertas a la Comunidad

HAL HOLMES COMMUNITY CENTER
209 N. RUBY ST.
ELLENSBURG, WA 98926
CONFIRMAR SU ASISTENCIA EN
ZOOM
www.ellensburgwa.gov/sleepcenteropenhouse

Mayo 22

Visítanos a
cualquier
tiempo entre
6-8 p.m.

**Gratis &
Abierto a el
público**

Infórmese sobre el Centro del Sueño propuesto, por qué se necesita uno en Ellensburg y los sitios que se están considerando. La presentación comienza a las 6 p.m., seguida de una sesión de preguntas y respuestas.



Más información:
www.ellensburgwa.gov/sleepcenter



I-90 Construction

NORTH BEND TO VANTAGE 2024 TO 2027

Meeting Future Traffic Demands and Improving Public Safety

I-90 is the main east-west transportation corridor across Washington State. It connects Puget Sound's ports, larger population centers, and retail and service businesses with the farmlands, industries, and extensive outdoor recreational areas of Eastern Washington.

Starting in spring 2024, I-90 – between North Bend and Vantage – will experience multiple construction projects that will affect the flow of traffic.

This work is necessary to maintain the movement of cars, trucks, freight, and recreational vehicles across the Cascade Mountains that is important to our quality of life and the economic vitality of our state.

The construction projects are needed to:

- Meet projected traffic demands
- Improve public safety
- Reduce the risk of rocks and debris falling
- Fix structural deficiencies
- Repair stormwater drainage
- Connect habitat across I-90 for fish and wildlife

Project Spotlight: I-90 Vantage Bridge Deck Replacement 2024

The Vantage Bridge was built in 1962 and is showing signs of wear and tear.

Replacement of the bridge deck started in fall 2023 and last through fall 2026.

Drivers can expect one travel lane in each direction on most days. Crews will open two lanes in each direction on Memorial Day, Fourth of July and Labor Day weekends.



Since 2019, WSDOT has discovered more than a dozen holes in the Vantage Bridge deck.



Expect Traffic Back-Ups and Delays Between North Bend and Vantage

Multiple projects of varying size will close shoulders, shift traffic lanes, and require detours. Heavy construction is expected each construction season (summer to fall) until 2027.



I-90 Snoqualmie Pass East traffic shift near Easton.

Email Our Project Team:

SCCommunications@wsdot.wa.gov

Know Before You Go

We encourage travelers to plan ahead, check traffic conditions along I-90 before hitting the road, and travel during non-peak periods as much as possible.

Stay Informed:

- [Project Webpages](#)
- [Weekly Travel Planner](#)
- [X](#)
- [Facebook](#)
- [Project Email Updates](#)
- **Text Message Alerts:**
Text the word START to 85107
- **Highway Advisory Radio:**
1610 AM or 530 AM
- **Call:** 5-1-1



I-90 NORTH BEND TO VANTAGE 2024 CONSTRUCTION LOCATIONS



- 1 Deck Rehabilitation - I-90 Homestead Valley Road to Coal Creek - Deck rehabilitation (MP 37-55, Eastbound and Westbound)
- 2 Slope Stabilization - I-90, 2.77 miles east of Tinkham Road (MP 39.95-40.17, Westbound)
- 3 Rebuild Roadway, Bridges, and Add Lanes - I-90 Cabin Creek Interchange to West Easton Interchange - Phase 3 (MP 64.34-70.60, Eastbound and Westbound)
- 4 Repair Bridge Decks - I-90 South Cle Elum Road Bridges (MP 83.53-83.62, Eastbound and Westbound)
- 5 Replace Bridge Deck - I-90 Vantage Bridge (MP 137.10-137.77, Eastbound and Westbound)

What can travelers expect?
More information regarding the travel impacts of these projects visit: engage.wsdot.wa.gov/i-90-construction-from-north-bend-to-vantage/

