

COUNCIL AGENDA

Monday, June 6, 2022



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

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

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_Ande45YySWCxeJoTD1qA8g

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAcoordinator@ci.ellensburg.wa.us.

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

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_Ande45YySWCxeJoTD1qA8g
2. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
3. 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.
4. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
5. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
6. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) Raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
7. Please state your name, address, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

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

Study Session

City Role in Food Security	8
Update on Ad Hoc Homelessness Committee	10
Ad Hoc Homelessness Committee Update	

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

2.A Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month	21
LGBTQ Pride Month Proclamation	

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

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	Library Board 4-12-22	
	Lodging Tax Advisory Committee 5-4-22	
	Parks & Recreation Commission 4-20-22	
	Planning Commission 4-14-22	
	Public Transit Advisory Committee 1-18-22	
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5.K	Resolution 2022-21 approving Public Works & Utilities Street Tree Removal Request for the 2022 Residential Sidewalk Repair Program	103
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Resolution 2022-21 - 2022 Residential Sidewalk Repair Program Street Tree Removal

5.L	Contract Amendment No. 2 - Professional Services Agreement Water System Plan and Illinois Well Outfitting Design Contract Amendment No. 2	107
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5.M	Public Transit Operating Extension Amendment and Agreement Between the City of Ellensburg and HopeSource Public Transit Operating Extension and Amendment Agreement	112
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5.O	Approval of Reduced Fee for Ellensburg Area Swim Team Members	122
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5.P	Approve June 6, 2022 Voucher Listing 6-6-2022 Voucher Listing	123
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6. Petitions, Protests, and Communications

6.A	Juneteenth Memo from the Diversity, Equity and Inclusion (DEI) Commission Juneteenth Memo	124
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7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A	Second reading of Ordinance 4889, approving Supplemental P-R Rezone from P-R to I-L, submitted by City of Ellensburg 4889 Supplemental PR Rezone Ordinance	125
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9.B	Second Reading Ordinance 4890 amending portions of Chapter 3.12 of the Ellensburg City Code (Sign Code) 4890 - Sign Code Ordinance	130
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10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report

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[6-6-22 Manager's Report](#)

12.B Councilmembers' Reports

13. Executive Session

14. Adjournment

Next Ord. 4891

Next Res. 2022-22



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: City Role in Food Security

Submitted by: Heidi Behrends Cerniwey City Manager Department

Recommended Action or Motion: Discuss the role of the City in addressing food security.

Background/Summary: On March 21, 2022, FISH executive director Peggy Morache presented the City Council with a formal funding request of \$250,000 for their capital facility project at the Airport location. An operational request for services approximating \$50,000 annually was presented as well. Council expressed interest in hosting a discussion to explore the functional role of the City in food security.

Previous Council Action: At the Council Retreat on April 15, 2022, Council expressed a desire to discuss and determine the City's role in food security before examining funding through the biennial budget process.

Council adopted Resolution 2022-17 on May 16, 2022 Council Strategic Vision 2023-2028. One priority outlined in the adopted vision: "Safe and Inclusive Community - Partner with other agencies and organizations to expand resources for mental health, substance abuse, and food insecurity gaps; advocate for infrastructure/staffing investment to support mental health crisis."

Analysis: Food security services have not traditionally been services provided by the City. Instead, programs have historically been delivered through the nonprofit sector with funding and support through federal and state programs.

In past years, the City has partnered with FISH and other nonprofits to operate the Community Thanksgiving program. And over the years, FISH and other service providers have received funds through the Council's competitive grants, with a total annual budget at \$15,000 for the current biennium.

At the study session, staff will review the data on food security and service provision to facilitate a discussion.

Financial Impact:

This item is for discussion purposes only.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Update on Ad Hoc Homelessness Committee

Submitted by: Terry Weiner City Attorney Department

Recommended Action or Motion: Study session item for discussion purposes only.

Background/Summary: As a result of a discussion during a Joint Study Session held with the Kittitas County Board of County Commissioners on December 9, 2021, an Ad-hoc Committee on Homelessness was formed with representatives of the City, County and several members of the behavioral health and substance use treatment providers, HopeSource, FISH, the Kittitas Valley Health Network and others. The Committee has met several times this year.

Previous Council Action: N/A

Analysis: The purpose of the discussion is to update Council on the Committee's work, including a site visit to the City of Moses Lake's Sleep Center.

Financial Impact: N/A

Attachments:

[Ad Hoc Homelessness Committee Update](#)

Ad Hoc Homelessness Committee Update

Ellensburg City Council Study Session
June 6, 2022

AGENDA

- Review of Ad Hoc Committee's formation, goals
- Review Moses Lake Sleep Center visit/info
- Regulatory Overview
- 1/10th of 1%
- BHC overview
- Next steps

Time permitting

Moses Lake Sleep Center



City of

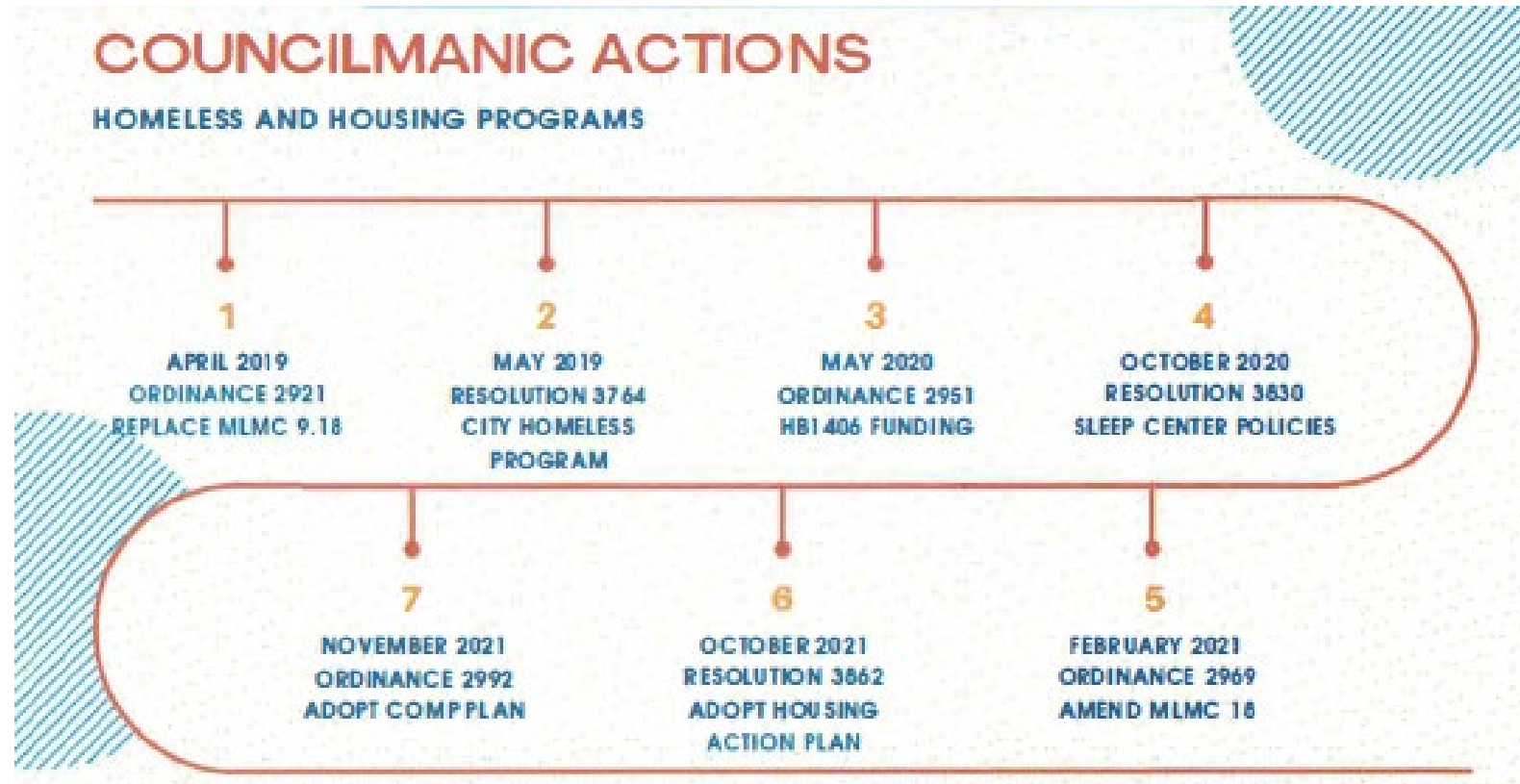
Ellensburg
WASHINGTON

Ad Hoc Committee on Homelessness

- **Formation-Membership**
- **Overview of work to-date**
- **Current goal**



Moses Lake SC – Council Actions



Sleep Center Guests Counts - 2021

Total Bed Nights*	4,905
<u>By origin/group</u>	<u>Count</u>
From Grant County	550
Veterans	35
Chronically Homeless	282
Aged < 24	42

* Bed Nights = total number of beds available x # of nights during reporting period

MEASURES OF SUCCESS

Increase annual housing production rate across housing types, particularly multiplexes and multifamily units

Reduce returns to homelessness after exit to permanent housing



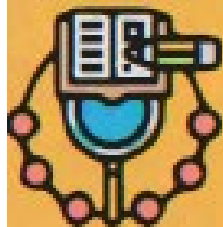
Decrease the rate of cost burden for moderate- and low-income households without loss of moderate- and low-income households

Decrease number of unsheltered homeless when performing PIT Count



City of

Ellensburg
WASHINGTON



2022 PRIORITIES

- 1 INCREASE EXITS FROM SHELTER TO PERMANENT HOUSING
- 2 INCREASE HOUSING AFFORDABILITY, VARIETY, AND STOCK
- 3 REASSEMBLE GRANT COUNTY HOMELESS TASKFORCE
- 4 RESTORE GRANT COUNTY COORDINATED ENTRY
- 5 UPDATE MULTI-FAMILY TAX EXEMPTION PROGRAM
- 6 INCREASE PROGRAM REVENUE STREAMS



City of

Ellensburg
WASHINGTON

QUESTIONS/ DISCUSSION



City of Ellensburg

PROCLAMATION

LESBIAN, GAY, BISEXUAL, TRANSGENDER AND QUEER PRIDE MONTH 2022

Whereas, in 1998, President William Clinton issued Executive Order 13087 expanding equal opportunity in the Federal government by prohibiting discrimination based on sexual orientation; and

Whereas, since 1999, June is recognized as PRIDE month in this country; and

Whereas, on June 26, 2015, the U.S. Supreme Court ruled that the U.S. Constitution provides same-sex couples the right to marry, making gay marriage legal in all 50 states; and

Whereas, we recognize the LGBTQ community has fought tirelessly for their rights from marriage equality to demanding equal protection under the law. While there has been progress, we acknowledge there is more work to be done so LGBTQ youth can live without fear of harassment and LGBTQ families and seniors can live with dignity and respect; and

Whereas, there is clear evidence that sexual orientation is rooted in biology, and is not a choice for individuals according to studies published by the National Institute of Health; and

Whereas, the National Institute of Health reports that suicide risk is three to six times greater for lesbian, gay, and bisexual adults than for heterosexual adults and a recent survey by the Trevor Project reports that 45% of LGBTQ youth seriously considered attempting suicide in the past year; and

Whereas, recent events in our community indicate that bullying, discrimination and intimidation against the LGBTQ community in Ellensburg continues as an ongoing issue, putting our local youth at greater risk of suicide; and

Whereas, these behaviors do not reflect the attitudes and values of the City of Ellensburg; and

Whereas, the City of Ellensburg recognizes and honors the LGBTQ community residing herein who contribute to the strength, vibrancy, and leadership of our city; and

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim June 2022 as Pride Month in Ellensburg, and encourages all citizens to treat other persons as you would like to be treated.

Signed this 6th day of June, 2022.

Nancy Lillquist
Mayor

Attest: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

May 16, 2022

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Winn

1. Call to Order and Roll Call

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

Absent: David Miller

Councilmember Elliott moved to Approve an excused absence for Councilmember David Miller. **Motion Approved 6-0.**

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Police Chief Wade, Sr. Financial Analyst/Budget Officer Bassett, Interim Community Development Director Ayling, Senior Planner Henderson, HR Director Young, Assistant City Engineer Mattson and approximately seven members of the public.

Others present remotely via Zoom: Executive Assistant Gigstead and approximately five members of the public

2. Proclamations

2.A. Lemonade Day 2022 Proclamation

Matt Anderson, Chamber Tourism Director, was present to read the proclamation and presented a short video.

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

Motion Approved 6-0.

2.B. National Provider Appreciation Day

Councilmember Elliott read the proclamation.

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

Motion Approved 6-0.

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to Amend the Agenda by adding the Planning Commission Appointment to item 6.B and replacing the Resolution with an Ordinance in item 8.B. **Motion Approved 6-0.**

Councilmember Elliott moved to Approve the Agenda amended. **Motion Approved 6-0.**

5. Consent Agenda

5.A. Approve Minutes of May 2, 2022 Regular Meeting

5.B. Approve Minutes of the May 2, 2022 Study Session

5.C. Acknowledge Minutes of Boards and Commissions

5.D. Approve University Way Banner Request for CWU Annual Spring Fashion Show

5.E. Accept Resignation of Lathan Wedin from the Landmarks and Design Commission.

5.F. Revised Grant Agreement with the Washington State Department of Ecology (DOE) for the "Ellensburg Aquifer Storage and Recovery (ASR) Feasibility Study.

5.G. Approve May 16, 2022 Voucher Listing

Councilmember Tabb moved to Approve the Consent Agenda as presented. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

6.A. 2021 Ellensburg Police Department Annual Report
Ken Wade, Ellensburg Police Chief, presented the 2021 Annual Report which was for information only.

6.B. Board and Commission Appointments

- Courtney Blackstock, Arts Commission applicant and present remotely, introduced herself.
- Alex Mandujano, DEI Commission applicant and present remotely, read a statement
- Jean Marie Linhart, Environmental Commission applicant and present remotely, introduced herself
- Jackie Adams, Parks and Recreation Commission applicant and present remotely, introduced herself
- Nick Zentner, Parks and Recreation Commission applicant and present in person, introduced himself

- Applicants requesting reappointment were Gwen Budnik and Cassandra Town for Arts Commission, Sara Omrani for DEI Commission, Sathy Rajendran for Planning Commission and Ed Sendelbach for Senior Citizens Advisory Commission.

Commission recommendations for appointment were:

- Gwen Budnik, Cassandra Town and Courtney Blackstock for Arts Commission
- Alex Mandujano for DEI Commission
- Jean Marie Linhart for Environmental Commission
- Jacqueline Adams and Nick Zentner for Parks and Recreation Commission
- Sathy Rajendran for Planning Commission
- Ed Sendelbach for Senior Citizens Advisory Commission

Councilmember Tabb moved to Approve affirming commission recommendations for appointments as read by the Mayor. **Motion Approved 6-0.**

6.C. Letter to Council from the Diversity, Equity and Inclusion (DEI) Commission
DEI Commission member Tylene Carnell read the letter included in the Agenda. A letter and information from Ellensburg School District, included on the dais, was acknowledged.

Council discussed the option of a public statement against bullying and recommended the DEI Commission work with City staff to develop a statement and invite other organizations, institutions, and individuals for inclusion.

6.D. Historic Preservation Awards

Stacey Henderson and Amy McCoy presented information regarding Historic Preservation Month.

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

8.A. Closed Record Public Hearing (legislative) for Application P22-036, for a supplemental P-R Rezone from P-R to I-L, submitted by City of Ellensburg
The Mayor opened the public hearing. Jamey Ayling, Interim Community Development Director, presented information in the staff report.

There were no questions or comments from the public or Council.

Councilmember Tabb moved to Approve Council accept the Planning Commission recommendation of the Supplemental P-R Rezone from P-R to I-L. **Motion Approved 6-0.**

Councilmember Bruce Tabb moved to Approve first reading of Ordinance 4889. **Motion Approved 6-0.**

8.B. Public Hearing for first reading of an ordinance amending portions of Chapter 3.12 of the Ellensburg City Code (Sign Code)

The Mayor opened the public hearing. Jamey Ayling, Interim Community Development Director presented information in the staff report.

There were no questions or comments from the public or Council.

Councilmember Elliott moved to Approve first reading of Ordinance 4890. **Motion Approved 6-0.**

8.C. Public hearing (legislative) to Adopt a Resolution Amending the City's Six-Year Transportation Improvement Plan (TIP) for 2022-2027; Revising a State Budget Funded Project and Updating the Extents of Projects

The Mayor opened the public hearing. Josh Mattson, Assistant City Engineer, presented information in the staff report.

There were no questions or comments from the public or Council.

Councilmember Elliott moved to Approve adoption of Resolution 2022-16 amending the six-year Transportation Improvement Plan and authorize the Mayor and staff to execute any and all necessary agreements and paperwork. **Motion Approved 6-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4886 - 2021-2022 Supplemental Budget

Keith Bassett, Sr. Financial Analyst/Budget Officer, presented information in the staff report.

Councilmember Tabb moved to Approve conducting second reading and adoption of Ordinance 4886. **Motion Approved 6-0.**

9.B. Second reading of Ordinance 4887 pertaining to zoning and land use regulations, amending Chapter 2.30 and Chapter 14.04 and Title 15 – Land Development Code, Chapters 15.130, 15.280, 15.300, 15.310, 15.320 and amending area wide zoning boundary maps

Jamey Ayling, Interim Community Development Director, presented information in the staff report.

Councilmember Elliott moved to Approve conducting second reading and adoption of Ordinance 4887. **Motion Approved 6-0.**

9.C. Ordinance 4888 - Increasing City Manager Contracting Authority, Amending Chapter 1.06 of the Ellensburg City Code

Keith Bassett, Sr. Financial Analyst/Budget Officer, presented information in the staff report.

Councilmember Monica Miller moved to Approve conducting second reading and adoption of Ordinance 4888. **Motion Approved 6-0.**

9.D. Ellensburg City Council Strategic Vision 2023-2028

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

Councilmember Elliott moved to Approve adoption of Resolution 2022-17 . **Motion Approved 6-0.**

9.E. Amended Pay Plan Resolution for Fiscal Year 2022

Lisa Young, HR Director, presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2022-18. **Motion Approved 6-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report.

Councilmember Tabb moved to Approve a joint study session with the Kittitas County Commissioners for Thursday June 16, 2022 at 5:30 pm. **Motion Approved 6-0.**

Councilmember Elliott moved to Approve a Special Council Meeting for Monday May 23, 2022 at 6:00 pm. **Motion Approved 6-0.**

Councilmember Tabb moved to Approve the Mayor's signature on the letter of support for the Kittitas County Historical Museum. **Motion Approved 6-0.**

12.B. Councilmembers' Reports

- Councilmember Winn reported on the Lodging Tax Advisory Commission
- Councilmember Tabb attended a Chamber Government Relations meeting, Homeless Ad Hoc meeting, TIP Strategies meeting, Cultural Arts Visioning forums and presented to the National Association of Counties
- Councilmember Monica Miller participated in commission member interviews, attended a historic home tour, Unity Park stakeholder focus group, and Community Visioning session for Cultural Arts
- Councilmember Goodloe participated in DEI commission meeting, commission member interviews and presented at the EDA quarterly meeting
- Councilmember Elliott attended EBDA/CenterFuse and Planning Commission meetings, reported on the evacuation drill hosted by KVFR, and spoke about the

need for mental health assistance in Kittitas County. He commented about the DEI commission letter

- Mayor Lillquist participated in the Arts Commission City artwork selection process, attended the Airport Advisory Commission and Developmental Disabilities Advisory Committee meetings, and participated in National Day of Prayer event

13. Executive Session

13.A. Per RCW 42.30.110 (g), to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

Council recessed into the executive session at 9:25 pm and was expected to last approximately ten minutes. No action was anticipated.

Council reconvened at 9:32 pm

14. Adjournment

Meeting adjourned at 9:33 pm.

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

May 16, 2022

6:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Study Session

Councilmembers Present: Rich Elliott, Nancy Goodloe, Nancy Lillquist, Adam Winn

Councilmember David Miller absent

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Parks and Recreation Director Case

Councilmember Monica Miller arrived at 6:02 pm

Councilmember Tabb arrived at 6:04 pm

Recreation Facilities Discussion

Parks and Recreation Director, Brad Case, presented information to Council regarding Parks and Facilities.

Council asked questions of staff concerning a community center and field house and discussed options. Direction to staff was to proceed researching the two options.

Adjournment

Meeting adjourned at 6:50 pm.

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Special Meeting

May 23, 2022

6:00 PM

Council Chambers 501 N Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present: Rich Elliott (attended remotely), Nancy Lillquist, David Miller (attended remotely), Monica Miller, Bruce Tabb, Adam Winn

Absent: Nancy Goodloe

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Susan Grindle and John Raymond with HopeSource and approximately three members of the public

Others present remotely via Zoom: Interim Community Development Director Ayling and approximately five members of the public

2. New Business

2.A. Affordable Housing Agreement with HopeSource for purchase of Nites Inn property Terry Weiner, City Attorney, presented information in the staff report. He reviewed additional changes in the Agreement, which included:

- Section C of Recitals - Correction to the property size
- Section D of Recitals – language added to clarify requirements of RCW 82.14.530
- Section 4.3 – removal of "Evidence of Financing" language
- Section 6 – added language for subsequent development of property
- Section 7.1.4 Reasons for Default – added "pandemic"
- Attachment 6 - Section 1.(a) language for reporting per RCW 82.14.530 and a legal description was added

Council asked questions of City staff and HopeSource staff.

Councilmember Tabb moved to Approve Authorization for the City Manager to execute the Affordable Housing Agreement with HopeSource, and associated documents required for escrow closing, as presented or in substantially similar form, in the amount of \$750,000 for the Nites Inn project. **Motion Approved 6-0.**

3. Adjournment

Meeting adjourned at 6:15 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG	MINUTES OF ARTS COMMISSION, Regular Meeting
Date of Meeting:	April 14, 2022
Time of Meeting:	4:00pm
Place of Meeting:	CCCR and ZOOM

1. CALL TO ORDER

Chair Eyre called the meeting to order at 4:04pm

2. ATTENDANCE

PRESENT: Alex Eyre, Jerry Dougherty, Cassandra Town, Gwen Budnik, Brian Kooser

COUNCIL LIASON: David Miller

ABSENT: Josephine Camarillo

VISITOR: Marie Marchand

STAFF: Nicole Klauss

3. APPROVAL OF AGENDA

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

4. CORRESPONDENCE AND CITIZEN COMMENTS

None

5. GUEST SPEAKER/PRESENTER

Jessica Black from VMT presented revised grant proposal "Cabaret/Dinner theatre.

MOTION from Town to approve revised proposal; seconded by Eyre. Motion passed.

Carrie Rehkopf from Classics in Ellensburg presented grant proposal to bring four dancers/choreographers from Pasadena Civic Ballet to perform and do workshops May 22-26.

MOTION made by Dougherty to fund \$2100 to Classics in Ellensburg from grant discretionary funds; seconded by Eyre. Motion passed.

6. APPROVAL OF MINUTES

MOTION made by Town to approve April 2022 minutes, seconded, motion approved.

7. BUDGET/FINANCIAL REPORT

No report

8. NEW BUSINESS

Interactive Map- Map for City Art Collection similar City's Historic buildings GIS map. Town would like to work on this project. Nicole and Town will talk with IT Dept. to find out what capacity they would be able to create a walking tour website.

Grant Funding Cycle- will open June 1-August 31, applications will be reviewed in Sept. Previous grant recipients will be notified with timeline change.

Unity Park designee- stakeholder group for Unity Park. Dougherty appointed as EAC representative will Eyre.

Skate Park Mural- Mural fee will be waived.

MOTION made by Eyre to retroactively approve Jason Clifton's application for Skate Park Mural pending signature; seconded by Town. Motion passed.

Application will now go to Parks and Recreation Commission on April 20 for approval.

9. UNFINISHED BUSINESS

Arts Education Month Proclamation – Dougherty will read proclamation. Amendment to 4th paragraph, change "preschool- higher education"

MOTION to accept proclamation made by Eyre; seconded. Motion passed.

Commission appointments- There are four applicants (2 renewals and 2 new applicants) with a total of four vacancies.

Poet Laureate- Term begins June 1, 2022. Commission would like a formal proposal for the next few years by June meeting and will conduct a 6-month review. Staff will check regarding city email for Poet Laureate. Commission would like an event request form (outside of proposal) on Poet Laureate website. Installation of Poet Laureate tentatively during Arts Hurrah?

10. SUBCOMMITTEE BUSINESS

A. Cultural Assessment: Held 3 community visioning sessions, surveys done 146 responses, 60-page report, survey sent out again to get more responses. Art leadership team will be meeting to review survey.

B. Funding: No report

C. Public Art: Plaques still being created.

D. Advocacy/Public Relations: State Poet Laureate application will be opening up. Change Leadership Institute

E. Art Walk: Budnik in contact with all venues. Artist list website update. First Friday Family Art Walk scheduled for May. Kooser will do activity with kids. Eyre visioning session and group would like Art Walk to grow and amplify.

11. UNSCHEDULED BUSINESS

Budnik unavailable April 20-25th

Dept. of Commerce in the process of hiring lead for Creative Sector.

12. ANNOUNCEMENTS

None

13. NEXT MEETING

May 12, 2022

14. ADJOURNMENT

With no further discussion, meeting adjourned at 6:00pm

Respectfully submitted,
Josephine Camarillo, Staff Liaison
Drafted: 4-14-22
Approved: 5-12-22



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

April 12, 2022

3:00 PM

Council Conference Room, 501 North Anderson St.

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present: Mayra Colazo, Kandee Cleary, Tylene Carnell, Teresa Divine, Daniel Amos, Sara Omrani and Nancy Goodloe (Chair)

Absent: None.

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Lisa Young, HR Director; and 1 member of the public.

2. Approval of Agenda

Commissioner Carnell moved to approve the agenda as presented. **Motion Approved 4-0.**

3. Approval of Minutes from March 8, 2022 Meeting

Commissioner Omrani moved to approve the March 8, 2022 minutes. **Motion Approved 4-0. Abstention: Cleary & Carnell**

4. Proclamations

The Commission discussed upcoming May proclamations including Asian American Heritage Month and Jewish American Heritage Month. The Commission will send name suggestions to Goodloe.

5. New Business

a. Select Representative To Serve On Unity Park Stakeholder Group

Commissioner Divine will be the representative, and Commissioner Colazo will be the backup.

b. Discuss DEI Commission Budget

A subcommittee will review the listening tour notes and action items, and will develop a framework for funding recommendations. Commissioner Amos and Carnell will be on the subcommittee.

c. Ellensburg Make Music Day Call To Artists

Klauss requested the commission share the call to artists with our networks.



d. Day of Action Report

Commissioner Divine is working on this. It will include an exhibit at the Museum of Culture & Environment showcasing activists in the community. Day of action is May 12. Will include workshops, roundtables with activists, and a walk downtown to Unity Park with speakers.

e. Discuss Work Plan

Chair Goodloe talked about the work plan. Each subcommittee will meet before the May 10, 2022 meeting and come back with a report on where they are.

6. Subcommittee Reports

None.

7. Commission Member Reports

Chair Goodloe said Race Amity Day that was being planned for May is on hold now.

Commissioner Colazo said Central Washington Disability Resources is hosting a children's day at Hal Holmes on Friday. CWDR is hiring right now for an office administrator and veteran coordinator.

8. Staff Report

Klauss provided the staff report:

- Interview process for member in progress – 2 applicants
- July 5 City Council Study Session will likely have a boards/commissions training with Ann MacFarlane from Jurassic Parliament. 6 p.m. tentatively

9. Public Comment

Chair Goodloe called for public comment. There was none.

10. Review Next Meeting/Adjournment

Meeting adjourned at 4:22 p.m.

Nicole Klauss

Drafted: 4/12/22

Approved: 5/10/22



Centerfuse

Ellensburg Business Development Authority
BOARD OF DIRECTORS MEETING MINUTES
Regular meeting held synchronously in-person and virtually
Wednesday, April 13, 2022
4:00-5:30 PM

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

Excused: Andreas Bohman, Vice Chair; James Jankowski, Board Member

Others present: Deanna Gregory, Pacifica Law Group; Rich Elliott, Ellensburg City Council liaison; and Margaret Reich, Executive Director

1. Meeting Called To Order

Meeting was called to order at 3:58 PM

2. Approval of Agenda

Secretary Bankston mentioned the March 2022 meeting minutes were approved, but the March minutes contained in the board packet had the signature missing.

Motion to approve the meeting's agenda by Del Bankston, second by John Perrie. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve March 2022 regular meeting minutes by Del Bankston, second by Jared Vallejo. Motion approved by unanimous vote.

4. Board Business

a. Organizational Effectiveness

Grant Clark, Treasurer presented the financial reports. Executive Director Reich presented a resolution to charge off remaining debt of past tenant after collection activity.

Motion to adopt resolution 2 and direct staff to charge off balance on Meda Nova account as per the CenterFuse/EBDA Bad Debt Policy by Grant Clark, second by John Perrie. Motion approved by unanimous vote.



Guest Deanna Gregory of the Pacifica Law Group presented information about bonding to the board. The board received two handouts 1) Tax-Exempt Bonds: A Quick Guide to Private Business Use and 2) Local Financing Tools: Public development Authority Projects.

Executive Director Reich presented information about the carport building extension at the EBDA Business Park (airport building). The board discussed the proposal as submitted and decided they wanted to solve the tenant space and equipment needs, but not as presented. The board would consider an alternative, perhaps a cost share since the tenant's lease term is ending and other tenants located in the airport building have made leasehold improvements without financial assistance. The board is mindful of a second building in the planning stages for CenterFuse and doesn't want to adversely impact the ability to move forward as planned.

b. Build Local Capacity

Board member Lubanski shared information about the Arts Community Visioning session. Board Chair Poshusta attended the recent TIP Strategies Economic Development Steering Committee meeting and he talked about the development guidelines presented at the meeting and the ranked economic development priorities.

c. Marketing

The updates to the CenterFuse website were shared with the board. Launch of the updated website is anticipated later this week. Google G4 analytics are set up for both the Start In Ellensburg and CenterFuse websites. Placement of Facebook ads for the Start In Ellensburg website are underway as well as business listings on Google for both Start In Ellensburg and CenterFuse.

d. Business Recruiting

Executive Director Reich notified the board of the submittal of two federal direct spending requests to Rep. Kim Schrier – one for a countywide biomass study (\$250,000) and a second for the construction of a wood products cluster building (\$2,500,000). The plan is to submit these same two proposals to both Sen. Patti Murray and Sen. Maria Cantwell by week's end.

5. **For the good of the order**

Bob Rapp is hoping to work with the city regarding electric vehicle charging stations; board member Vallejo is also interested. Executive Director Reich provided an update on broadband installation by Consolidated including 3,000 FTH in 2022, and the remainder of Ellensburg by Q2 2023.

6. **Adjournment** – time 5:37 Motion to adjourn by Del Bankston

Drafted: 4/14/2022

Approved: *Del Bankston*

Submitted by: Margaret Reich

ELLENSBURG ENVIRONMENTAL COMMISSION

**April 20, 2022 Regular Meeting
(5:16 p.m. to 6:15 p.m.)
Hybrid Meeting In-Person and Zoom**

Members Present: Christina Wollman, Kristine Steinkoenig, Andrea Sledge, Daphne Condon, and Raven Harlin

Members Absent: Steve Luten

Also present: Council Member Winn, Council Liaison; Jean Marie Linhart, Environmental Commission Applicant; and Laura Wilson, Recording Secretary

CALL TO ORDER

Commissioner Wollman called the meeting to order at 5:16 p.m.

AGENDA

The agenda was acknowledged with no changes.

MINUTES

Commissioner Steinkoenig moved to approve the March 16, 2022 regular meeting minutes. Commissioner Condon seconded the motion. The motion passed with all in favor.

CITIZEN COMMENT

There was no citizen comment.

BICYCLE ADVISORY

The commission discussed the plans for May Bike Month.

STAFF UPDATE/DISCUSSION ITEMS

The commission briefly discussed the land development code update. There were not comments to forward to City Council. The commission also briefly discussed the Environmental Chapter of the Comprehensive Plan.

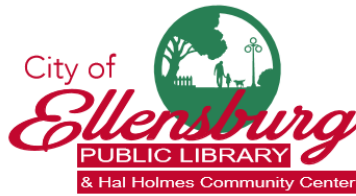
ADJOURNMENT- The meeting adjourned at 5:45 pm.

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

April 12, 2022

4:30pm

Council Conference
Room/ZOOM

Marty Blackson, Chair, term expires December 31, 2022

Loretta Gray, Secretary, term expires December 31, 2022

Mary Holmgren, term expires December 31, 2026

Andreina Delgado, term expires December 31, 2023

Julie Cloninger, term expires December 31, 2024

Andrea Sledge, term expires December 31, 2026

Mary James, term expires December 31, 2022

I. CALL TO ORDER

Chair Blackson called the meeting to order at 4:34 pm

II. ATTENDANCE

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

COUNCIL LIASON: None

ABSENT: Julie Cloninger, Andreina Delgado

VISITOR: None

STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Motion made by A. Sledge to approve the agenda, seconded by M. Holmgren, **motion approved.**

IV. APPROVAL OF MINUTES

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

V. CORRESPONDENCE AND CITIZEN COMMENTS

None

VI. REPORTS

A. Director's Report: (1) The Seed Library is open. (2) The Library was bequeathed funds from the Clement Staloch estate. (3) A new sub needs to be hired. (4) The Technology Acquisitions Group is exploring possible additions to library technology. (5) The March grab bags on a bird theme were appreciated. (6) Adjustments to the collection and circulation statistics were discussed. (7) Hal Holmes has been busy with events. (8) The Washington Library Association Journal (Alki) featured a photo of our library's Peace Tree on its cover.

B. Budget Report: Fine, overall.

C. Friends of the Library Report: The tea was last night. Fifty-five people attended. Patricia Cutright was the speaker.

VII. **UNFINISHED BUSINESS**

A. Patron Exclusion Policy has been finalized.

VIII. **NEW BUSINESS**

A. Afternoon Middle School students have been disruptive. The Middle School has been notified.

IX. **UPCOMING PROGRAMS**

For April, the following are scheduled: In-person Storytime, Friends of the Library tea and meeting, Youth Grab Bag.

X. **UNSCHEDULED BUSINESS**

None.

XI. **NEXT MEETING**

May 10, 2022

XII. **ADJOURNMENT**

With no further discussion, meeting adjourned by Marty Blackson at 5:03 pm.

Respectfully submitted,
Loretta Gray, Secretary



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Lodging Tax Advisory Committee, Regular Meeting

May 4, 2022

2:00 pm

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

1. Call to Order and Roll Call.

Roll Call Present: Adam Winn (remote), Lacie Dawson (remote), Jim Nale (remote), Steve Townsend, Sarah Beauchamp (remote), and Marie Smith (remote).

Absent: None.

Others present: Laurie Gigstead, Executive Assistant, and Matt Anderson, Director of Tourism.

2. Minutes of the April 6, 2022 meeting.

Jim Nale moved to approve minutes as written. **Motion approved. 6-0**

3. Correspondence and Public Comment Period. None.

4. Unfinished Business.

A. Budget/Financials Review.

Reviewed and acknowledged.

B. Tourism Report.

Matt gave a brief overview of current activities of the Chamber. April had a decent amount of event activity. Lemonade Day kick off is being held this evening and quite a few events scheduled in May along with Farmers Market starting up for the season. The Chamber has been participating in the Community Cultural Arts Plan. He advised that the Visitor's Guide should be ready for distribution Memorial Day weekend.

5. New Business.

A. City Council Update: Adam advised that the Kittitas Valley Event Center presented to Council on May 2, 2022 requesting a potential City partnership for arena improvements at KVEC.

He recently traveled to Hayden, Idaho and noted that on the Triple Play event board a lot of other communities had advertising and inquired if that might be an advertising option for our annual local events. Matt will research and report back with any information.

Other: Laurie advised that she has submitted the required JLARC report for 2021 expenditures. She confirmed with the members they had received and reviewed the new Board and Commission Handbook. She advised that a training is scheduled for Tuesday, July 5, 2022 at 5:30 pm presented by Ann McFarlane of Jurassic Parliament for all Councilmembers and board and commission members regarding running effective meetings and parliamentary procedures. More information will be sent out to all board and commission members.

The next meeting is scheduled for June 1, 2022 at 2:00 p.m. With no further business, the meeting was adjourned at 2:24 p.m.

Laurie Gigstead
Recording Secretary

Drafted: 05/05/2022

Approved: 06/01/2022

**Parks & Recreation Advisory Commission
Meeting Minutes – April 20, 2022**

DATE OF MEETING: April 20, 2022
MEMBERS PRESENT: Laci Harrison, Dan Witkowski, Ali Brown, Ali Burton, Fiona Corner, Nikki Pollock
OTHERS PRESENT: Parks & Recreation Director Case, Josephine Camarillo, Library Director & Staff Member to the Ellensburg Arts Commission, Jackie Adams, Commission Applicant
LOCATION: Meeting was held at the Council Chambers and Remotely

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

MEETING MINUTES - The meeting minutes from the March 9, 2022 meeting were approved with one change reflecting Ali Brown attending the meeting. ***All in favor.***

INTRODUCTION – Jackie Adams introduced herself to the Commission stating that she had applied to the serve on the Commission.

NEW BUSINESS – Skate Park Mural Application – Josephine Camarillo, City staff member for the Arts Commission, provided background information on a mural proposal that went before the Arts Commission in 2018 from Jason Clifton painting a mural at the Ellensburg skate park. Funding in the amount of \$2,500 was approved for the project and Mr. Clifton subsequently painted the mural without going getting approval from the Parks & Recreation Commission or the Ellensburg City Council. In order for the City to release funding for the mural, Mr. Clifton will need to get approval for the mural from the Parks & Recreation Commission and the City Council.

The mural did not approve the mural based on concerns regarding the artist circumventing the public process, mural subject matter, and the concern that the long-term plan for the skatepark is at a different location than the current site. The Commission requested that Mr. Clifton attend the next Commission meeting to address these concerns. ***All in favor.***

**OLD BUSINESS
PROJECT UPDATES**

Unity Park & Reed Park Master Plan Stakeholder Appointment – Stakeholder groups are being put together for the master planning of Unity Park and Reed Park, both efforts will include one member from the Parks & Recreation Commission serving as a stakeholder. Commission Chair Knudson was selected to serve on the Unity Park stakeholders' group and Commissioner Kelleher was selected to serve on the Reed Park stakeholders group.

Whitfield Triangle & Pearl Street Promenade Update

Whitfield Triangle – The City Council held a public hearing to surplus the property but decided to send the issue back to staff to explore developing the property through a private/public partnership, options for a local improvement district, and options for surplus with height restrictions.

Pearl Street Promenade – The City Council elected to take the idea of a permanent or seasonal closure of Pearl Street off the table for future consideration and to continue to use the systems in place for temporary street closures.

ITEMS FOR MAY 11, 2022 MEETING

Continuation of skate park mural project.

COMMISSION MEMBER REPORTS

Staff was asked when the parks would open for the season; park restrooms will open March 21st and the front gate at Irene Rinehart Riverfront Park will open April 4th.

STAFF REPORT

1. Jack Frost, long time Commission member, passed away April 7th. Jack served on the Commission for 11 years. 2. Council held a retreat on April 15th, much of which was dedicated to a discussion about parks & recreation and how the city can meet future indoor and outdoor recreational needs of the community. 3. The Downtown Spring Clean Up is scheduled for Saturday April 23rd. 4. Staff is seeing a significant increase in graffiti in city park facilities. 5. For the first time in three years the City was able to host the flashlight egg hunt at Rotary Park, there was a lot of community at the event. 6. Staff attended the Washington Recreation and Park Association Conference in Bellevue. Lots of new professionals in attendance.

Meeting adjourned at 6:45pm.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes Planning Commission, Regular Meeting

April 14, 2022

5:30 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present In-Person: Fred Padjen, George Bottcher, Beverly Heckart

Roll Call Present-Via Zoom: Ed Harrel, Sigrid Davison, Sathy Rajendran, Geraldine O'Mahony

Absent:

Also present in person: Jamey Ayling, Planning Manager; Kirsten Sackett, Community Development Director, Rich Elliot Council Liaison(virtual); James Rivard of West Interchange LLC (virtual); Jacob Onat, (virtual)

2. Approval of Agenda

Commissioner Heckart moved to Approve the Agenda as amended. **Motion Approved 7-0.**

3. Approval of the Minutes

3.A. Approve Minutes of the March 10, 2022 Regular Meeting

Commissioner Heckart moved to Approve the Minutes. **Motion Approved 7-0.**

4. New Business

- a. Chair Padjen opened the public hearing to consider an ordinance relating to the city of Ellensburg Land Development Code, Title 15; amending chapter 15.130 "definitions"; amending chapter 15.280 "Ellensburg landmarks register and procedures", amending chapter 15.300 "zones, maps, and designations"; amending chapter 15.310 "permitted uses"; amending chapter 15.320 "building setback and intensity standards", and amending area wide zoning boundary maps, and amending chapter 2.30 "multifamily housing tax incentives" and chapter 14.04 "traffic impact fee definitions"
Staff Report presented by Director Sackett. She gave a recap of the process and then went through the proposed changes. Director Sackett shared screen to go over the changes and then shared the maps highlighting the changes. Director Sackett had several comment letters to share with the commission. One from West Interchange LLC and a second from Jacob Onat.

She then asked if there were any questions. Mr. Rivard elaborated on his comment letter and his reasoning for his comments. Mr. Onat also added to his letter comments. No further public comment. Director Sackett shared screen to address the comment of Mr. Rivard regarding mini storage units.

No questions for staff. Chair Padjen closed the public hearing. No further discussion. Commissioner Harrell made a motion to approve the ordinance amendment , Motion carried 6-1

- b. Open record public hearing for application P22-036, a supplemental p-r rezone from P-R to I-L for property located on Dolarway road, submitted by the City of Ellensburg. Chairman Padjen opened the public hearing, Planning Manger Ayling provided a staff report, there were no public comments. Chaiman Padjen closed the public hearing and Commissioner Botcher made a motion to forward a recommendation of approval to council. Motion Carried 7-0

5. Old Business

6. Citizen Comment

7. Staff Update

Director Sackett Announced to the Commission that she had taken a new position with the City of Moses Lake and this would be her last meeting.

8. Commission Representative Update

9. Adjournment:

Chaiman Padjen Adjourned the meeting at 7:06 p.m.

Drafted: 04/15/2022

Approved:05/ /22

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
January 18, 2022 3:30 PM
Held Remotely Via Zoom

1. Call to Order and Roll Call

Roll Call Present: Bob Mersinger, Adan Mendoza, Bruce Tabb, Jason Berthon Koch, Christopher King, Ynggrid Winter

Roll Call Absent: Josh Hackney

Also Present: Betsy Dunbar – COE, Ryan Lyyski – COE, Lisa LaPorte – HopeSource, Spencer Klewin - HopeSource, Nicole Klauss – COE

2. Approval of Minutes

Motion and second (Bob M | Christopher K) to approve the minutes of the December 21, 2021 PTAC Meeting. **Motion Affirmed.**

3. Approval of Agenda

Motion and second (Jason | Bob) to approve the January 18, 2022 PTAC Meeting Agenda. **Motion Affirmed.**

4. Follow Up Items

- The 2021 Public Transportation Mobility Report link was emailed to the members of PTAC.
- Betsy is scheduled to present at the Adult Activity Center February 4th at 11:30.

5. Ridership Stats

- A review of monthly and year to year comparison stats was presented for Fixed Route, Paratransit, Cabulance, Dial A Ride and Kittitas County Connector. A full-service map showing December boardings per route per stop was shared. Betsy shared Central Transit ridership continues to trend up and has fared much better than many other agencies.
- Lisa with HopeSource shared survey results from the Kittitas County Connector identifying a majority of passengers as students and workers going to and from employment.

6. Agenda Items

- There are no agenda items.

7. Transit Marketing Updates

- Twitter and Facebook
- Updated brochures are being delivered to local businesses and facilities.
- FB Posts and 88.1 the Berg.

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

8. Transit Updates

- Central Transit suspended services for 2 days on January 6th and 7th due to excessive snow fall, impassable roads and snow berms. The suspension was posted using service alerts on the Transit app, website and social media.
- Central Transit contracted with Reecer Creek Excavating to remove snow berms from bus stops.
- While no complaints were received, many compliments and messages of thanks were received for the speedy way roads and bus stops were cleared.
- Several Central Transit 4th quarter surveys were shared. All were positive with a few suggestions of having more time stops.
- The committee spoke of the importance of having an inclement weather policy as well as an emergency management plan.

9. Member Updates:

- Bruce suggested we work with legislators to ensure transportation benefit districts are not restricted to 2 renewals.
- Bob suggested we look into having a Central transit county wide service.
- Bob requested ridership stats from Yakima Transit for the Yakima-Ellensburg Commuter.
- Jason Berthon Koch was thanked for his service as a Public Transit Advisory Committee member and for his support of Central Transit as he did not seek another term as a committee member.

10. Next PTAC Meeting:

The next regular PTAC meeting will be held on February 15, 2022.

11. Adjournment:

With no further discussion, the meeting was adjourned at 4:37 p.m.

Betsy Dunbar

Drafted: 1-19-2022

Approved: 2-15-2022

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
February 15, 2022 3:30 PM
Held Remotely Via Zoom

1. Call to Order and Roll Call

Roll Call Present: Bob Mersinger, Adan Mendoza, Bruce Tabb, Christopher King, Yngrid Winter, Josh Hackney, Joey Bryant
Roll Call Absent: 0

Also Present: Betsy Dunbar — COE, Lisa LaPorte – HopeSource, Spencer Klewin - HopeSource, Mayra Colazo - DWDR

2. Approval of Minutes

Motion and second (Bob M | Josh H) to approve the minutes of the January 18, 2022 PTAC Meeting. **Motion Affirmed.**

3. Approval of Agenda

Motion and second (Bob M | Joey B) to approve the February 15, 2022 PTAC Meeting Agenda. **Motion Affirmed.**

4. Follow Up Items

- Yakima – Ellensburg Commuter Ellensburg boardings and de-boarding stats were shared with the committee members.
- Spencer Klewin presented an update on driver applications and new hires.
- Bruce Tabb shared there is current legislation action to do away with the 20-year TBD cap yet keep the need to go back to the voters for sales tax renewal. It was also shared the current Washington Transportation Proposal bill will most likely move through to the Senate Floor. Josh Hackney shared with the committee a sidewalk grant opportunity CWDR is reviewing.

5. Ridership Stats

- Multiple years of January ridership stats were shared along with percentage comparisons from year to year for each service.
- A large service map with January boardings per stop was shared.

6. Agenda Items

- There were no agenda items.

7. Transit Marketing Updates

- Betsy Dunbar gave a presentation at the AAC on Central Transit's fixed route, ADA paratransit service and the benefits of riding public transit for seniors. HopeSource had a paratransit bus at the center and seniors were able to board the bus and see how the bus lift operates. HopeSource shared information about their Dial A Ride and Kittitas County Connector services.

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

8. Transit Updates

- The Prestige Hearthstone bus stop was moved from under the facility portico to the east side of Chestnut.
- In conjunction with the Helena Complete Streets Project, they will install the Brooksfield Bus Stop as well as a bus shelter at Water Street and Helena where there is currently a bus stop.
- The City Light Dept. added a light on the west side of Airport. This has really improved the lighting at the Verge.
- There was malicious mischief at 5 bus shelters in the form of the garbage cans being emptied onto the ground and strewn about. A police report was made.

9. Member Updates:

- Josh Hackney shared what CWDR is doing to educate their agency and their clients about public transit stating their staff had spent a day riding the buses. The question was asked if the display boards on the outside of the bus are also inside the bus facing passengers.

10. Next PTAC Meeting:

The next regular PTAC meeting will be held on March 15, 2022.

11. Adjournment:

With no further discussion, the meeting was adjourned at 4:32 p.m.

Betsy Dunbar

Drafted: 2-16-2022

Approved: 3-15-2022

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
March 15, 2022 3:30 PM
Held Remotely Via Zoom

1. Call to Order and Roll Call

Roll Call Present: Bob Mersinger, Adan Mendoza, Bruce Tabb, Christopher King, Josh Hackney, Joey Bryant
Roll Call Absent: Yngrid Winter

Also Present: Betsy Dunbar — COE, Lisa LaPorte – HopeSource, Spencer Klewin - HopeSource

2. Approval of Minutes

Motion by Bob Mersinger made to approve the minutes of the February 15, 2022 PTAC Meeting. **Motion Affirmed by all.**

3. Approval of Agenda

Motion by Joey Bryant to approve the March 15, 2022 PTAC Meeting Agenda. **Motion Affirmed by all.**

4. Follow Up Items

- CWU approved the location of a Central Transit sign of the east side of the SURC.
- It was reported all Central Transit buses are equipped with interior display boards.

5. Ridership Stats

- February 2022 ridership stats were shared for each service.

6. Agenda Items

- There were no agenda items.

7. Transit Marketing Updates

- Staff is working with a CWU graphic design student to create a transit brochure for incoming students.
- The benefits of adding additional timed stops on the fixed route system were discussed to create more transparency for those riders who do not have access to the Central Transit website, Transit app or Google maps.

8. Transit Updates

- Both the House and Senate approved the Supplemental Budget, and the bills needed to implement the Move Ahead WA legislation package. An update

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

concerning the renewal of the sales and use tax for transportation benefit districts was requested.

9. Member Updates:

10. Next PTAC Meeting:

The next regular PTAC meeting will be held on April 19, 2022.

11. Adjournment:

With no further discussion, the meeting was adjourned at 4:32 p.m.

Betsy Dunbar

Drafted: 3-16-2022

Approved: 4-19-2022

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
April 19, 2022 3:30 PM
Hybrid Meeting

1. Call to Order and Roll Call

Roll Call Present: Bob Mersinger, Bruce Tabb, Christopher King, Josh Hackney, Joey Bryant

Roll Call Absent: Ynggrid Winter, Adan Mendoza

Also Present: Betsy Dunbar — COE, Lisa LaPorte – HopeSource, Spencer Klewin - HopeSource

2. Approval of Agenda

Motion by Bob Mersinger to approve the April 19, 2022 PTAC Meeting Agenda. **Motion Affirmed by all.**

3. Follow Up Items

- The SURC sign was submitted to the Art Committee.
- More information was shared regarding the passed legislation regarding Transportation Benefit District.
- Travel Training at CWDR was discussed. More marketing is needed towards the following populations: Seniors, 18 and under, non-English speaking and persons with special transportation needs.
- Future Bus Shelter artwork was discussed. More clarification is needed between the City and CWU.

4. Ridership Stats

- March 2022 ridership stats were shared for each service.

5. Agenda Items

- KVHD 1 & 2 has proposed an Enhanced Cabulance Service. After some discussion, more information was requested by Committee Members for next month's meeting discussion. How does it affect the current system, timeliness, budget and what are the boundaries?

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

6. Transit Marketing Updates

- An update on the Ellensburg Public Transportation Open House was given by the Transit Manager.
- Review of the Central Transit Marketing plan was requested by Bruce Tabb.

7. Approval of Minutes

- Motion by Bob Mersinger made to approve the minutes of the March 15, 2022 PTAC Meeting. **Motion Affirmed by all.**

8. Transit Updates

- FTA 5339 Grant was changed to reflect existing projects, however, WSDOT will have the same type of Grant available later this year.
- The Public Transit Operating Extension Agreement and the Paratransit Extension Agreement are still being reviewed.
- Route 12A and 12B are testing additional time stops and HopeSource will be reviewing the driver feedback as well and the Swiftly Data.

9. Member Updates:

- Christopher will look into obtaining the survey results done by the Sustainability Survey at CWU.
- Are KCC riders connecting with Central Transit? Question: Is this your final destination or are you connecting to other transportation services. Follow up with Spencer.

10. Next PTAC Meeting:

The next regular PTAC meeting will be held on May 17, 2022.

11. Adjournment:

With no further discussion, the meeting was adjourned at 4:58 p.m.

Betsy Dunbar

Drafted: 4-20-2022

Approved: 5-17-2022

Tuesday, April 12, 2022

Join Zoom Meeting

<https://us02web.zoom.us/j/4799521830>

Meeting ID: 479 952 1830

Meeting called to order at 1:00 p.m. by Chair Ed Sendelbach

ROLL CALL:

Chair – Ed Sendelbach, present

Vice Chair– Marcia Hedrick, present

Edd Bracken, present

Wendy-Jean Fischer, present

Mildred Miller, present

AAC Coordinator – Katelyn Clavette, present

Liaison – Monica Miller, present

REVIEW AND APPROVAL OF PREVIOUS: There was no meeting held for the March 8, 2022 meeting.

CITIZEN COMMENT ON NON-AGENDA ITEMS: None

OLD BUSINESS: None

NEW BUSINESS

- **Commission Member Reports /Other Business:**
 - Commission was provided the AAC March budget.
- **Staff Reports** – March check-ins 666
New/renewals – 19
- Satisfaction survey was provided for the Senior Advisory Commission to review. Katelyn asked the Commission to let her know if any questions should be added. She will ask again at the May meeting.
- Katelyn thanked the commission for their help with setup of the open house. She explained the commissions' role during it is to mingle with attendees.
- The next commission meeting will be held at City Hall in the Council Conference Room. Katelyn will meet commission members at the City Hall front door to show them where meeting will be held from now on.
- Edd Bracken asked for an update on security cameras. Katelyn provided the commission with the updates. The outdoor cameras will be here in April and the indoor cameras will be here in May. Maintenance will be installing wiring for the cameras. The cameras will only record video. No audio will be recorded.

- Katelyn provided the commission with updates on the credit card machine at the AAC. There is a 3% charge on all credit card purchases unless it is under \$33.00, then there is a minimum of \$1.00.
- Katelyn explained the new reappointment and appointment process for boards and commissions. Interviews will be held for anyone wanting to be appointed or reappointed for the Senior Advisory Commission. On the interview committee will be the Senior Advisory Commission Liaison and at most two other AAC participants.
- Ed Sendelbach asked for a reminder on the location of the commission meeting location for May. Katelyn will provide it when she sends out the agenda packet.
- Ed Sendelbach also wanted to remind everyone that in June we will need to have elections for chair and vice chair.

Meeting adjourned at 1:32 pm. Motion made by Wendy-Jean Fischer, seconded by Mildred Miller, passed by Commission vote.

Next Senior Advisory Commission meeting will be held on Tuesday, May 10, 2022 at 1:00 p.m in the City Hall Council Conference Room.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Utility Advisory Committee

April 21, 2022

3:30 PM

Council Conference

Nancy Goodloe, Chairperson, term expires May 31, 2024

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Lillquist, City Council, term expires May 31, 2022

Shane Scott, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chairperson Goodloe called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Ed Barry, Vice Chair; Nancy Lillquist, City Council; Nate Sitton, City Utility Customer; Shane Scott, CWU; Jim Goeben, Telecom; Bryan Clark, KITTCOM.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Mike Helgeson, Assistant Public Works Director; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Heidi Behrends Cerniwey, City Manager; Jon Morrow, Stormwater Manager; Drew Houck, IT; Nicole Klauss, Public Information Officer; Lynne Perrie, Utility Supervisor.

Others present remotely via Zoom.

3. APPROVAL OF MINUTES

3.A. Approve minutes - March 17th, 2022 regular meeting minutes

Committee member Barry moved to approve the minutes. **Motion approved. 5-0**

4. APPROVAL OF CONSENT AGENDA

No items.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Paula McMinn spoke via virtual appearance regarding air pollutions in Kittitas County.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A. Telecommunications Issues and Updates

Drew Houck gave an update on telecommunications.

Telecommunication members are allowed to vote on telecommunication items only per ECC 1.50.040

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

7.A. 2021-2022 Stormwater Management Plan Update

Member Lillquist moved to amend the second paragraph under item E in the Stormwater Management Plan to remove “and is recommended by the UAC for City Council approval”.

Committee member Sitton moved to approve the 2021-2022 Stormwater Management Plan Update with the amendment as discussed. **Motion approved. 5-0**

8. INFORMATIONAL ITEMS

8.A. 2021-2023 Capacity Grant Agreement with the Department of Ecology

Jon Morrow spoke to the Committee about the Capacity Grant with the Department of Ecology that has already been approved by Council.

8.B. Reecer Creek Floodplain Mapping and Levee Certification Support Services Agreement with Aspect Consulting

Jon Morrow gave an update on the design and permitting for the construction of a new bridge and levee on Dolarway Rd.

8.C. 2021 monthly pumping report and 2022 aquifer level report.

Mike Helgeson presented static well depths and notified the Committee that a chart showing the amount of water pumped by City wells will be included in future Public Works & Utilities issues and updates each month.

8.D. Past Due Utility Accounts - Verbal Report

Lynne Perrie, Utility Billing Supervisor, shared charts, graphs, and dollar amounts of past due utility accounts.

8.E. Public Works & Utilities Issues and Updates

Staff shared key points on departmental issues and updates. Ryan Lyyski, Director of Public Works & Utilities, mentioned staff is working on putting together a scope of work for the sustainability plan.

9. NEXT MEETING

9.A. May 19th, 2022 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:39 pm.

Kim Bowie

Recording Secretary

Drafted: 4/22/2022

Approved: 5/19/2022



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Banking Services Agreement Amendment with U.S. Bank National Association

Submitted by: Jerica Pascoe Finance Department

Recommended Action or Motion: Staff requests Council authorize the Mayor to sign Amendment 3 to the Banking Services Agreement between the City of Ellensburg and U.S. Bank National Association.

Background/Summary: Cities are required to bank with a qualified public depository (RCW 39.58.080). In code cities, the bank is designated by the council (RCW 35A.40.030).

The City completed a request for proposals (RFP) in 2011 for banking services. The City previously signed a three-year contract beginning on January 1, 2012 and exercised the option to renew for up to two additional periods of one year each commencing January 1, 2015.

Previous Council Action: Council approved a three-year contract beginning on January 1, 2012. Council Approved Amendment 1 effective January 1, 2017 and approved Amendment 2 effective January 1, 2020.

Analysis: The treasury management consulting team for PFM Financial Advisors LLC (PFM) prepared an analysis of the City's pricing at U.S. Bank. It was determined the City is receiving excellent pricing from the bank for a relationship of this size. PFM would not expect much if any additional savings through an RFP process. The Finance Director recommends continued services through U.S. Bank National Association. U.S. Bank has provided high quality services within acceptable cost structures for the City. At the expiration of this agreement, the City may choose to negotiate a contract extension or renewal, or the City may choose to request additional proposals.

Financial Impact: The fees will remain the same as the previous contract which began January 1, 2012.

Attachments:

[Banking Services Agreement Amendment \(2023\)](#)

[Banking Services Agreement](#)

**AMENDMENT 3 TO THE
BANKING SERVICES AGREEMENT
BETWEEN THE CITY OF ELLENSBURG
AND
U.S. BANK NATIONAL ASSOCIATION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between THE CITY OF ELLENSBURG (hereinafter called the "CITY") and U.S. Bank National Association (hereinafter called the "U.S. Bank").

WHEREAS, the CITY entered into an AGREEMENT with U.S. Bank effective January 1, 2012 (the AGREEMENT); and

WHEREAS, the CITY desires to amend the AGREEMENT to amend the Contract Period; and

WHEREAS, Section 14 of the AGREEMENT provides that the AGREEMENT may be amended or modified by execution of an amendment signed by the parties; and

WHEREAS the City entered into AMENDMENT 1 with U.S. Bank effective January 1, 2017; and

WHEREAS the City entered into AMENDMENT 2 with U.S. Bank effective January 1, 2020;

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

I. CONTRACT PERIOD

Section 6 of the original AGREEMENT is amended to read as follows:

The Banking Services Agreement is to extend for a period of three years beginning on January 1, 2023. At the expiration of this Agreement, the City may choose to negotiate a contract extension or renewal, or the City may choose to request additional proposals.

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

In WITNESS WHEREOF, the parties hereto have executed Amendment 3 to the AGREEMENT as of the date and year first written above.

BANK

By: _____

Title: _____

Date: _____

CITY OF ELLENSBURG

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Terry Weiner, City Attorney

9-9-11
A101452

City of Ellensburg, Washington

Banking Service Agreement

BANKING SERVICES AGREEMENT

The **City of Ellensburg, Washington**, a municipal corporation (hereinafter the "City") and **U.S. Bank National Association**, whose address is **1420 Fifth Avenue, Seattle, Washington 98101**, (hereinafter the "Bank", agree and contract as follows:

1. SERVICES BY BANK

- a. The Bank agrees to perform the services described in this proposal, which attachment is incorporated herein by reference.
- b. All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

2. COMPENSATION

- a. The total compensation to be paid to the Bank shall be detailed in Attachment A. The above fees include all labor, materials and expenses required for the completion of these services.
- b. Payment to Bank by the City in accordance with the above shall be the total compensation for all work performed under this agreement and supporting documents hereto as well as all subcontractor's fees and expenses, supervision, labor supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- c. The Bank shall be paid based on the acceptance of the proposed compensation.
- d. The City shall have the right to withhold payment to the Bank for any service not completed in a satisfactory manner until such time as the Bank modifies such service to the satisfaction of the City.
- e. Unless otherwise specified in this Agreement, any payment shall be considered timely if a check is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

3. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving forty-five (45) days-notice to the Bank in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Bank pursuant to the Agreement shall be provided to the City. In the event the City terminates this agreement prior to completion without cause, the Bank may complete such analyses and records as may be necessary to place its records in order. The Bank shall be entitled to receive just and equitable compensation for any satisfactory services completed prior to the date of suspension or termination, not to exceed the compensation set forth above. Should the Bank desire to terminate this agreement, prior written notice to the City of 120 days is required.

4. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Bank will be at the sole risk of the City.

5. GENERAL ADMINISTRATION AND MANAGEMENT

The Finance Director for the City of Ellensburg shall review and approve the Bank's charges to the City under this Agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Bank, and shall coordinate all communications with the Bank from the City.

6. CONTRACT PERIOD

The Banking Services Agreement is to extend for a period of three years beginning on January 1, 2012, with the City having an option to renew for up to two additional periods of one year each, commencing January 1, 2015. The City's option to renew shall be deemed exercised without further action of the City being necessary unless the City notifies the Bank prior to January 1, 2015 that the option will not be exercised. At the expiration of this Agreement, the City may choose to negotiate a contract extension or renewal, or the City may choose to request additional proposals.

7. SUCCESSORS AND ASSIGNS

The Bank shall not assign, transfer, convey, pledge, or otherwise dispose of this agreement or any part of this agreement without prior written consent of the City.

8. NONDISCRIMINATION

The Bank shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

9. HOLD HARMLESS/INDEMNIFICATION

The Bank agrees to indemnify, defend, and save harmless the City and its officers, agents, and employees, from any claim, real or imaginary, filed against the City or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

10. LIABILITY INSURANCE COVERAGE

The Bank will, at the Bank's sole expense, obtain and maintain during the life of this Agreement, policies of comprehensive general liability insurance, each with combined single limits of not less than \$1,000,000 per occurrence. Any policy of required insurance on a claim made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed. A failure to obtain and maintain such insurance or to file said certificates shall be a material breach of this Agreement.

11. COMPLIANCE WITH LAWS: Each party hereto, in its performance of this agreement, shall comply with all applicable State, Federal and local laws, regulations and ordinances.

12. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Bank activities except as set forth in this Agreement.

13. INDEPENDENT CONTRACTOR

The Bank is and shall be at all times during the term of this agreement an independent contractor.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

15. ADDITIONAL WORK

The City may desire to have the Bank perform other services in connection with the banking relationship other than provided for by the express intent of this contract. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

BANK

CITY OF ELLENSBURG

By: Kimberly Mace

By: B. Call

Title: Assistant Vice President

Title: Mayer

Date: 9.9.11

Date: 9/2/11

APPROVED AS TO FORM:

[Signature]
City Attorney

Attachment A – Cost Summary Sheet

#	Item	Unit Cost	Monthly Cost	Explanation
Current Services				
	DEPOSITORY SERVICES			
1	Account Maintenance		4.00	\$4.00 per account, currently 3 accounts
2	Statement w/chk front & back images		4.00	\$5.00 each
3	Paper Credits	0.15		\$.15 each
4	Electronic Credits	0.08		\$.08 each
5	Paper Debits	0.05		\$.05 each
6	Deposited Item- ON-US	0.02		\$.02 each
7	Deposited Item- Local	0.02		\$.02 each
8	Deposited Item- Regional	0.02		\$.02 each
9	Deposited Item- Transit	0.02		\$.02 each
10	Returned Deposited Items	1.00		\$1.00 each
11	Returned Item Maintenance		5.00	\$5.00 per month
12	Redeposited Returned Item	0.50		\$.50 each
13	Return Item Maker Info Keyed			no charge
14	FDIC Insurance	0.00	0.00	No Charge
15	Check Filter Monthly Maintenance			no charge
16	Copy of Check/Deposit Ticket	6.00		\$6.00 each
17	Endorsement Stamps			no charge
18	Secured Bank Bags			no charge
19	Deposit Order Slips			no charge
	ACCOUNT RECONCILEMENT SERVICES			
20	Positive Pay Only- Maintenance		10.00	\$10.00 per month per account, currently 3 accounts
21	Positive Pay Only- Per Item	0.02		\$.02 per item.
22	Positive Pay- Exemption Items	0.50		\$.50 each
23	ARP Manual Input	0.50		\$.50 each
	SINGLEPOINT			
24	SP Previous Day Detail		25.00	\$10 per month 1st acct, \$5 each additional
25	SP Previous Day Per Item Detail	0.02		\$.02 per item reported
26	SP Previous Day Per Item Summary	0.02		\$.02 per item reported
27	SP E Eml Delivery Per DDA Statement		5.00	\$5.00 per statement, currently 3 statements
28	Monthly DDA Statement		5.00	\$5.00 per statement, currently 3 statements
29	SP Token Monthly Maintenance		3.50	\$3.50 per month per token, currently 4 tokens
30	SP Wires Monthly Maintenance			
31	For First 1	5.00		\$5.00 each
32	For Over 1			no charge
	WIRE TRANSFERS			
33	Wire Monthly Pin Maintenance		5.00	\$5.00 per month
34	SP Fedwire Repetitive	5.00		\$5.00 use positive pay cancel
	ZERO BALANCE ACCOUNTS			
35	ZBA lead		5.00	\$5.00 per month
36	ZBA Subsidiary		5.00	\$2.50 per month, currently 2 accounts

#	Item	Unit Cost	Monthly Cost	Explanation
	IMAGE SERVICES			
37	Monthly Maintenance- Per Account	10.00	30.00	\$10.00 per month per Acct., currently 3 accounts
38	Image Archive- Per Check Image	0.04		\$.04 per item
39	Image Archive- Per CD Rom			No Charge
	ACH Services			
40	ACH Monthly Maintenance	5.00	5.00	\$5 per month
41	ACH Process Run	4.00		\$4.00 each
42	ACH Orig Transit Item			
43	Per Acct If 1-10000	0.03		\$0.03
44	Per Acct If over 10000	0.03		\$0.03
45	ACH Originated On- US Item			
46	Per Acct If 1-10000	0.03		\$0.03
47	Per Acct If over 10000	0.03		\$0.03
48	ACH Received Item	0.03		\$0.03
49	ACH Block Monthly Maint- Per Acct	5.00	5.00	\$5.00 each, currently 1 accounts
50	ACH Filter Monthly Maintenance	5.00	5.00	\$5 each, currently 1 accounts
	COIN AND CURRENCY SERVICES			
51	Cash Deposited- Per \$100	0.04		\$.04 per \$100
52	Coin Deposited- Per Roll	0.04		\$.04 per roll
53	Loose mixed coin deposit- per bag	5.00		\$5.00 per bag
54	Night Deposit Processing- Per Deposit	1.00		\$1.00 per deposit
	SAFEKEEPING/IN TRADER			
55	Safekeeping Account Maintenance		20.00	\$20 per month
56	SKG		5.00	\$5.00 per month
57	SK Interest Disbursal MBS/CMO		4.00	\$4.00 per month
58	SK Asset Backed Paydown- MBS/CMP		4.00	\$4.00 per month
	OTHER ITEMS			
59	Terminal Rental/Purchase			\$10 to \$40 monthly or purchase \$595-\$895
60	Safe Deposit Box			no charge
	On SITE ELECTRONIC DEPOSIT			
61	Monthly Maintenance-Deposit Mgr		0.00	No Charge
62	Web Client		40.00	
63	Deposit Credit	1.00		
64	Image check	0.02		Onsite deposit will not be charged for item on 6-9
65	Image Retrival	1.00		
66	Panini Vision X 100dpm Check Scanner		\$1,595.00	
67	Warranty for 3yrs		\$350	
	OTHERS			
68	\$5,000 Loyalty Bonus			
69	\$2,000 earning credit bonus for new service within the 1st year			



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Project Acceptance - Bid Call No. 2021-06 - 2021 Residential Sidewalk Repair Program

Submitted by: Dan Davis Public Works & Utilities

Recommended Action or Motion: Accept bid call 2021-06 as complete and approve the necessary budget adjustments.

Background/Summary: Work on the 2021 Residential Sidewalk Repair Program is now complete. Council is now being requested to accept bid call 2021-06 as complete.

The project consisted of three schedules of work:

- Bid schedule "A" was for planned general sidewalk repair and upgrades.
- Bid schedules "B" & "C" established unit prices for all City departments to utilize throughout 2021 for on call curb and sidewalk repairs required by their respective operations.

Previous Council Action: Council awarded Bid Call 2021-06 at its July 6, 2021 regular meeting.

Analysis: The original contract bid amount for the project was \$123,643.06, and the final project cost was \$176,369.73. This extra cost is a result of work needed on Schedule A for minor widening of the construction limits, a larger than anticipated amount of utility department repairs on Schedule C and two change orders as outlined below.

Change order #1 added additional unit pricing for Schedule B and Schedule C to address demolition for identified sites, mobilization & traffic control at some sites, paver stones for the Skate Park repair and minor changes. The total amount for Change Order #1 was \$15,137.70

Change order #2 to Schedule A added additional materials, equipment, and labor to supply and install (2) two Rectangular

Rapid Flashing Beacons (RRFB) at Cora Street and the Palouse to Cascades Trail. The total cost for this change order was \$19,927.50.

Financial Impact:

Additional expenditure authority is needed in 2022 Sidewalk Fund budget of \$32,593 to accommodate the additional work included in the change orders. Funding for change order #2 will be offset with a transfer from the Risk Management internal service fund.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Bid Award - Bid Call 2022-08 for Mobile Data Collection System & ERT Programmer

Submitted by: Darin Yusi Public Works & Utilities

Recommended Action or Motion: Award Bid Call 2022-08 to Meter, Valve and Control, the lowest responsive and responsible bidder for the mobile data collection system and ERT programmers and approve the necessary budget adjustments.

Background/Summary: The City of Ellensburg Finance Department currently uses Itron's MCLite mobile data collection system and FC300 handheld computer to read electric, gas, and water meters for utility billing. The handheld computer, while connected to the MCLite, reads the meters as the meter reader drives the route. The MCLite was purchased more than 10 years ago, is now obsolete and needs to be replaced by the newer version of the mobile data collection system. The handheld computer is more than 5 years old and is also obsolete. It will be replaced by a tablet that the meter readers already have.

Utility personnel also use a FC300 handheld computer to read and program ERTs (electronic radio transmitters). The proposed ERT Programmer will replace the FC300 handhelds for the utilities.

Previous Council Action: N/A

Analysis: Staff went through the formal bid process to acquire an updated mobile data collection system and ERT programmers for the Finance, Gas, Light, and Water Departments. One bid was received from Meter, Valve and Control for a bid total of \$42,383.73. Staff has reviewed the bid submittal and recommends Council award Bid Call 2022-08 to Meter, Valve and Control.

Financial Impact: The total cost for all Schedules of the Mobile Data Collection System & ERT Programmers Bid Call is \$42,383.73.

The cost to the Finance Department is \$30,387.10 to pay for Schedule "A". Funding for this purchase had originally been budgeted in 2019. Supplemental budget authority for the full cost is necessary for 2022. However, this expenditure will be offset by additional allocation to the utility funds with no impact to the anticipated General Fund ending fund balance.

There is sufficient budget authority in the 2022 Gas Division budget to pay for Schedule "B" – Mobile Radio & Accessories in the total amount of \$5,998.31.

There is sufficient budget authority in the 2022 Light Division budget to pay for Schedule "C" – Mobile Radio & Accessories in the total amount of \$2,999.16.

There is sufficient budget authority in the 2022 Water Division budget to pay for Schedule "D" – Mobile Radio & Accessories in the total amount of \$2,999.16.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Interlocal agreement between the cities of Ellensburg, Cle Elum and Roslyn for shared Integrated Library System

Submitted by: Josephine Camarillo Library

Recommended Action or Motion: Council approval for the Mayor's signature on the Interlocal Agreement

Background/Summary: The integrated library system (ILS) is an automated database system consisting of a number of functional modules, including circulation, cataloging, and an online public access catalog. The three municipalities are sharing a five year contract with SirsiDynix for their product Horizon.

Previous Council Action: Council approved the prior agreement for 2015-2020 on January 20, 2015.

Analysis: The previous contract has expired and all parties agreed to renew for an additional five years.

Financial Impact: Cost sharing will be calculated on a percentage of use formula based on each location's number of patrons, annual circulation, and holdings as reported in the most current Washington Public Libraries Statistics Report.

Attachments:

[ILS Interlocal Agreement](#)

[Exhibit A-SirsiDynix Ellensburg](#)

[Exhibit B- Payment Schedule](#)

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ELLENSBURG, CLE ELUM AND ROSLYN FOR SHARED INTEGRATED LIBRARY SYSTEM

This Interlocal Agreement (“Agreement”) for a shared Integrated Library System, is made and entered on this ____ day of _____, 2022 (“Effective Date”), by and between the City of Cle Elum, a Second Class City, for the Carpenter Memorial Public Library, the Town of Roslyn, a Second Class City, for the Roslyn Public Library (collectively referred to hereinafter as the “Clients”) and the City of Ellensburg, a municipal corporation, for the Ellensburg Public Library (hereinafter “the Library”), collectively referred to as “the Parties.”

WHEREAS, the Parties agree that sharing specified library services will foster a climate of cooperation resulting in more efficient and effective library services for citizens within these cities, and Kittitas County as a whole, thereby better serving the public; and

WHEREAS, the Parties find that it will be beneficial for the Library to act as fiscal agent for a shared ILS service for the benefit of the Clients; and

WHEREAS, the Clients find that the Library has the technical ability and is qualified to provide the services described in this Agreement; and

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW authorizes public agencies to undertake collectively any actions that such public agencies are authorized to undertake alone; and

NOW, THEREFORE, it is agreed to as follows:

ARTICLE I. DEFINITIONS

“Bibliographic Database” means a collection of data records of all library holdings (also known as the “catalog”).

“Cataloging Module” means a software application that accesses the bibliographic database to modify, add or delete records.

“Circulation Module” means a software application that accesses the patron and bibliographic databases to perform circulation functions.

“Integrated Library System” or “ILS” or the “System” means an automated database system, consisting of a number of functional modules, such as circulation, cataloging, and an Online Public Access Catalog (“OPAC.”)

“Patron Database” means a collection of data records containing all patron information for a particular user of the library.

ARTICLE II. SERVICES TO BE PROVIDED BY THE LIBRARY

The Library will continue to furnish the following services to the Clients:

A. Contract with vendor of the Library's choice for Integrated Library System ("ILS"), to provide overall ILS administration, coordinating use of the ILS and implementing upgrades according to the specifications of the ILS. By mutual consent of the parties, the Library selected Sirsi-Dynix Horizon SaaS ILS, and contract with Sirsi-Dynix for all expenses to download, install, and configure the Horizon software and to translate and load existing data from legacy system(s) to Horizon.

B. Contracting with Sirsi-Dynix to provide five years of support services, all in accordance with the Library's contract with Sirsi-Dynix, attached hereto and incorporated by reference as "Exhibit A."

C. Coordinating management of the ILS software to maintain continuity between the branch locations and provision of circulation, cataloging and debt-collect modules to the Clients. Other modules may be added and made available to the Clients based on the mutual written agreement of the parties.

D. Managing patron and bibliographic databases, including establishing such rules for database entry and maintenance as are necessary for the effective functioning of the System.

E. Maintaining communication with the vendor to assure the ILS is in good operating condition; provided, however, that it is expressly acknowledged and agreed that:

1. The ILS will not be available during upgrades or maintenance procedures. Clients will be contacted within a reasonable time to determine optimum downtimes for maintenance and upgrades.

2. The Library does not assume any liability for such delays and inconvenience that Clients may realize as a result of System failure or maintenance, unless such delays are caused intentionally to inconvenience the Client.

F. Providing simple, first line troubleshooting to the Clients in their use of the ILS. Questions regarding system functionality must go through the ILS provider. Emergency system administration services will be provided by the ILS provider.

ARTICLE III. REQUIREMENTS OF THE CLIENTS

The Clients shall be responsible for meeting the following requirements:

A. Meeting the technical requirements defined by the ILS provider for the housing, maintenance and networking of equipment stored on the Clients' premises.

B. Meeting the technical requirements defined by the ILS provider for peripheral/workstation equipment, including the purchase and maintenance of computer workstations housed on the Clients' premises.

C. Providing for the Clients' own site installation and day-to-day site management.

D. Maintaining components of the ILS databases (bibliographic, patron, etc.) to comply with standard library practice and with rules set by the Library to ensure the effective functioning of the system.

E. Providing a staff member designated as the Client's technical contact.

F. Maintaining its own separate network contract with sufficient bandwidth, as recommended by the vendor, for use of ILS.

ARTICLE IV. MUTUAL RESPONSIBILITIES

All parties utilizing the system shall:

A. Share a common ILS.

B. Share a percentage of the ILS cost. Cost sharing will be calculated on a percentage of use formula based on each location's number of patrons, annual circulation, and holdings as reported in the most current Washington Public Libraries Statistics Report.

C. Use the same profile documentation for the ILS.

D. Generally work together cooperatively to offer as seamless access as possible to library services.

ARTICLE V. DURATION OF AGREEMENT

The term of this agreement is from the Effective Date through October 31, 2026 unless terminated in accordance with Section VIII.A, below.

ARTICLE VI. PAYMENT

A. Annual Costs. Calculations for each library will be updated annually based on library holdings. The following fees, based on schedule, attached hereto and incorporated by reference as "Exhibit B," for annual costs will be payable by the Clients:

1. \$3,535.91 for the Carpenter Memorial Library for 2021. This annual contract fee, payable to the Library, includes the project's impact on staff time and infrastructure changes and modifications required to be done by the Library.

2. \$2,615.57 for the Roslyn Public Library for 2021. This annual contract fee, payable to the Library, includes the project's impact on staff time and infrastructure changes and modifications required to be done by the Library.

3. Costs will be adjusted annually based on the formula used for the 2021 payments in Exhibit B using the data as set forth in Section IV.B above. The Library will send notification and invoicing annually by November of each year.

4. Costs for add-on services provided by third party vendors including Enriched Content, and SIP, are included in the annual costs outlined above and are also calculated based on the percentages outlined in Exhibit B.

B. Special Project Costs. Costs for special projects developed outside of the framework of the yearly contract will be negotiated, documented in a separate agreement, and billed separately. "Special project costs" are defined as costs incurred for any special project related to but identified after the initial project. The parties acknowledge and agree this Agreement and its subject matter are a matter of first impression to the parties and that special project costs which were unanticipated at the time this Agreement become effective, may arise and will be reimbursed to the Library according to Section C below.

C. Invoicing.

1. Annual Costs will be submitted by the Library for payment by Clients in the month preceding payment due to the vendor.

2. Invoices for Special Project Costs shall be submitted as such costs are incurred.

3. Payment shall be made through the Clients' ordinary payment process and is due and payable within 30 days of receipt of a properly completed invoice.

4. If payment of invoices is not current, the Library may suspend performing further work and/or block access to the system. This remedy is in addition to any other remedy of law or in equity the Library may exercise, including but not limited to, termination of this Agreement. Failure to exercise this remedy does not waive the Library's right to do so for subsequent breaches.

ARTICLE VII. GENERAL PROVISIONS

A. Ownership of Database. Each party shall retain ownership of its own database(s).

B. Confidentiality of Data. Each party agrees to only release patron personal information maintained on the system in accordance with its written confidentiality policy. For third party requests for confidential patron information (including public records requests, court orders and subpoenas), to the extent allowed by law, each library agrees to immediately communicate the request to the other library's administration and to give the other library the opportunity to contest the disclosure of the information.

C. ILS Software Upgrades and Additions. Upgrades are included in the annual maintenance cost. Additions to the ILS may be added by written amendment of this Agreement signed by the parties. The cost of such additions for the exclusive use of one party will be the responsibility of that party. The cost of such additions for shared use will be borne by the parties as agreed by the parties according to a mutually agreed upon formula taking into consideration the following factors:

1. Costs of the additions; and

2. Contracts held, and requirements thereunder, between the party(ies) with the ILS provider.

D. Standard of Work. All work shall be completed in accordance with industry standards and in compliance with all applicable federal, state and local laws and regulations. The Library shall keep accurate financial records in accordance with sound accounting principles, of all costs, liabilities and obligations incurred under this Agreement.

E. Hold Harmless. The Clients shall defend, indemnify and hold harmless the City of Ellensburg and its appointed board members, elected officials, employees, agents and volunteers from and against any and all losses, claims, injuries, liability, costs and expenses, including defense costs and legal fees, arising out of or in connection with their performance of this Agreement, except for damages caused by the sole negligence of the City. The City shall defend, indemnify and hold harmless the Client(s) and its appointed board members, elected officials, employees, agents and volunteers from and against any and all losses, claims, injuries, liability, costs and expenses, including defense costs and legal fees, arising out of or in connection with the City's performance of this Agreement, except for damages caused by the sole or combined negligence of the Client, or both of them.

F. Dispute Resolution. Each party to this agreement will attempt, through consultation and discussion, to resolve any disagreements relative to the provisions of this contract and the operation of the system. The Parties agree that in the event a dispute over the terms of this Agreement cannot be informally resolved, each entity will appoint one member of its library board or representative of its choosing to a committee to discuss and attempt to resolve the issue(s) in good faith and as expeditiously as possible. If the dispute remains unresolved, the parties mutually agree to select a neutral mediator and use mediation for a minimum of 90 days. The parties agree to share equally the costs of the mediation process and be responsible for the costs of their own legal representation for the mediation process. After the 90-day period, any party may elect to utilize any and all legal remedies available to the parties to address remaining disputes concerning this Agreement.

G. Governance and Venue. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington; jurisdiction and venue for any action arising out of this Agreement shall be in the Superior Court for Kittitas County, Washington.

H. Advisory Group. The Library agrees to convene an Advisory Group on an as-needed basis. The Advisory Group will include one member from the Library and one member from each Client who is knowledgeable regarding the ILS. The Advisory Group will provide a forum for information sharing and problem solving. The Advisory Group may address topics such as standardization of operating procedures, hours of service, equipment needs, service standards, and other matters concerning the operation of the automated system. However, the Library shall retain final authority for decision-making related to the automated system and its operation. The Advisory Group shall not have any independent decision-making authority, and shall not be construed to be a separate legal entity.

ARTICLE VIII. OTHER TERMS

A. Termination. This Agreement may be terminated by any party by providing at least six (6) months' written notice to the other parties. In addition, if there is written notice of a material breach of this Agreement from the Library to any Client, or from any client to the Library, and the breaching party fails to cure such breach within thirty (30) days of such

notice, the other party may immediately terminate this Agreement. In such event, the breaching party shall be liable for damages as authorized by law or equity, in accordance with the terms of this Agreement. Any amounts owed by a Client under this Agreement will be prorated through the effective date of termination.

B. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations or representations. There are no terms, obligations, covenants or conditions other than those contained herein.

C. Ratification of Prior Acts. All actions taken by the Parties prior to the Effective Date hereof in compliance with, and pursuant to, the terms and conditions of this Agreement are hereby confirmed and ratified.

D. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants in this Agreement shall not be construed as a waiver or relinquishment of any such covenants, but the same shall remain in full force and effect.

E. Amendment. This Agreement may be amended by mutual, written agreement signed by all the parties.

F. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

G. Assignment. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

H. Binding Authority. The undersigned acknowledge they have full authority to and are a binding agent for the entity.

I. Notices. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Ellensburg Public Library
209 N. Ruby St.
Ellensburg, WA 98926

Carpenter Memorial Library
302 N Pennsylvania Ave.
Cle Elum, WA 98922

Roslyn Public Library
PO Box 451
Roslyn, WA 98257

J. Filing. This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF CLE ELUM

By: Jay McGowen, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF ELLENSBURG

By: Nancy Lillquist, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF ROSLYN

By: Brent Hals, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

MASTER AGREEMENT BETWEEN ELLENSBURG PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: _____

[Signature] 12-20-21

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and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

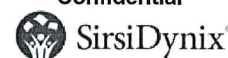
2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: jmc 12-20-21

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parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

Customer Initial and Date: gmk 12-20-21

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: June 12-20-21

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United Nations Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

Customer Initial and Date: jmc 12-20-21

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

Ellensburg Public Library 209 North Ruby Street Ellensburg, Washington 98926-3834	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: <u><i>Josephine Camarillo</i></u>	Sign: _____
Print Name: <u>Josephine Camarillo</u>	Print Name: _____
Title: <u>Library Director</u>	Title: _____
Date: <u>12-20-21</u>	Date: _____

Customer Initial and Date: *JMC* 12-20-21

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: AME 12-20-21



QUOTE

Quote 111325 for:

Ellensburg Public Library

5 Year CSA

Quote valid until:
Prepared by:

March 13, 2022
Tina Beecroft,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
Active Products	27,974.00	27,974.00	28,253.74	28,536.28	28,821.64

Active Products

Quantity	Total Price	Component	Note
250.00	818.99	Enriched Content Basic Public Subscription (Per 1000 Circ)	
1.00	0.00	Horizon SaaS Additional Branch Fee (per service agency)	
1.00	0.00	Horizon SaaS Additional Branch Fee (per service agency)	
1.00	19,328.60	Horizon SaaS Core	
1.00	1,555.98	Horizon SaaS Debt Collect (per institution)	
1.00	329.96	Horizon SaaS SIP2 Interface Per Certified Vendor	
1.00	0.00	Horizon SaaS SIP2 Interface Per Certified Vendor	
1.00	1,195.58	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for OverDrive - Annual Subscription	
1.00	3,736.19	SirsiDynix eResource Central Gateway Services - Annual Subscription	
1.00	409.15	SirsiDynix Symphony SaaS SIP2 Interface Per Certified Vendor	Overdrive
1.00	599.55	SirsiDynix Symphony SaaS VPN Subscription	
1.00	0.00	Web Services, Basic for SirsiDynix Enterprise	
27,974.00		Active Product Total Year 1	

Initial Term: Five (5) Years

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in year 2 followed by 1% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Terms and Conditions

Current Contract License Limits:

Up to 340,000 annually circulated items.

Up to 15 Staff Users.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

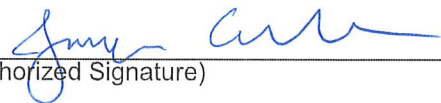
Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Signature(s)

Customer Signature:
Ellensburg Public LibraryBy: 
(Authorized Signature)Name: Josephine Camarillo
(Printed)Job Title: Library DirectorDate: 12-20-21**SirsiDynix Signature:**By: _____
(Authorized Signature)Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:Ellensburg Public Library
209 North Ruby Street
Ellensburg
Washington 98926-3834
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Exhibit B

Payment Schedule

Cost sharing will be calculated on a percentage of use formula based on each location's number of patrons, annual circulation, and holdings as reported in the most current Washington Public Libraries Statistics Report.

Carpenter Memorial Library, Cle Elum

2021	\$3535.91
2022	TBD
2023	TBD
2024	TBD
2025	TBD
2026	TBD

Roslyn Library

2021	\$2615.57
2022	TBD
2023	TBD
2024	TBD
2025	TBD
2026	TBD

Formula used for 2021 payment:

$$(88,418 + 14,324 + 10,601) = 113,343$$

$$\text{Roslyn} - 10,601 / 113,343 = 9.35\%$$

$$\text{Cle Elum} - 14,324 / 113,343 = 12.64\%$$

$$27,974 * 9.35\% = \$2,615.57 \text{ (Roslyn)}$$

$$27,974 * 12.64\% = \$3,535.91 \text{ (Cle Elum)}$$



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Resolution 2022-19 approving Gough Street Tree Removal Request at 309 W 5th Avenue

Submitted by: Erin McGowan Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution to authorize Chris and Rebekah Gough to remove the designated street trees.

Background/Summary: Chris & Rebekah Gough are requesting permission to remove four street trees at 309 W 5th Avenue. They have a two-phase plan to elevate the aesthetics of the corner on 5th Avenue and Kittitas Street. In phase one they would like to remove four trees, a Flowering Plum, Crab Apple and two Swamp White Oaks located in the planter strip on 5th Avenue. They will replace the trees with Thundercloud Flowering Red Plum to bring a cohesive theme to the corner. They will be installing irrigation in the planter strip to ensure the longevity of the new plantings.

Tree Condition: The Flowering Plum is in poor condition and showing signs of die back in the upper canopy. The Crab Apple and Swamp White Oaks are in good health.

City Infrastructure damage: None.

Tree Maintenance activity by City: The Swamp White Oaks interfere with overhead communication lines. They are trimmed every two to three years using the light division's annual tree trimming contract. The street division has also provided regular trimming to maintain visibility and access to the bus stop on the corner of 5th Avenue and Kittitas Street.

Species suitability to location: The Flowering Plum is suitable for this location but is in declining health. Almost all Crab Apple cultivars are on the prohibited tree list, due to Apple Maggot pest concerns. The two Swamp White Oaks are an approved street tree but are too large for the location. They can grow to a height of 50-60 feet with an equal sized spread. These trees

are directly underneath overhead power and communication lines. They will continue to require major trimming to keep them from interfering with the overhead utilities.

Private damage claims processed by the City: None known.

Previous Council Action: None.

Analysis: Removal of the trees is appropriate due to the declining health of the Flowering Plum; the inappropriate species of the Crab Apple; and the unsuitable location of the Swamp White Oaks. The replacement trees will be a better fit for the location.

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

Attachments:

[309 W 5th Ave - Gough Removal Request](#)

[309 W 5th Ave - Tree Removal Graphics](#)

[Resolution 2022-19 - 309 W 5th Ave - Gough Street Tree Removal](#)

I am writing to request a refresh on the 8 trees on the property of 309 W 5th Ave.

We are new owners of this historic Shoudy home, and are excited to work toward its renovation and restoration as a beautiful piece of Kittitas County history.

The city right-of-way on 5th ave is a highly trafficked area as a main avenue into town, and with a bus stop on 5th and Kittitas. Unfortunately, previous owners of this property have not given this area a whole lot of attention. The city has already approved Tyler Glahn to rip up the sidewalk and remove one tree late summer/early fall 2022. I would love to take that opportunity to replace all 5 trees, run a sprinkler line under the sidewalk before it is repoured, put in new sod, and maybe the city might invest in a bench for those waiting for the bus. We would like the 5 trees to have a uniform look, and are thinking we would like to put in the Thundercloud Flowering Red Plum tree in all 5 locations. This will bring a fresh look to the block, and be a great investment for our historic home and for the city!

Trees being replaced in phase one (in order traveling West on 5th)... August -September 2022 timeframe:

1. Flowering Red Plum (Thundercloud) Tyler Glahn has to remove this tree, and this has already been approved by the city.
2. Flowering Red Plum (Thundercloud) The second tree is 1/2 dead.
3. Oak - This tree is too big for this location directly under power lines. It has quite a terrible flat top haircut currently, and will continue to be an issue with the lines.
4. Oak - Same scenario as the other oak
5. Crabapple - The city doesn't want this tree here, as it carries a threat of Apple Maggots.

Trees being replaced in phase two... timeframe unknown:

There are three trees in the city right-of-way on the Kittitas side of 309 W 5th Ave. Two large, dying, spruce trees that should be replaced, and a large cedar. While fairly healthy, the cedar and the two spruce trees are buckling the sidewalk badly, and we would like to eventually (in this second phase) replace these three trees with 4 Thunderclouds to complete the look around the corner. There is room for four trees, but the three towering giants are dominating the corner, and at least two may be a danger to the home.

I am requesting the city's approval to make these changes, and am happy to jump on a call, or present this in person to whom it may concern.

Thank you for taking the time to review this request, we would like to make the phase one changes in the August/September time frame. This would correlate with the sidewalk work being done.

Gratefully,
Chris & Rebekah Gough
chrisdgough@gmail.com
(206) 769-7638

309 W 5th Avenue – Tree Removal Graphics



RESOLUTION NO. 2022-19

A RESOLUTION of the Ellensburg City Council authorizing Chris & Rebekah Gough to remove four street trees located at 309 W 5th Avenue;

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

WHEREAS, Chris & Rebekah Gough have requested permission to remove four street trees;

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

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

Section 1. Chris & Rebekah Gough are authorized to remove four street trees located at 309 W 5th Avenue. Approval is conditioned upon Chris & Rebekah Gough first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at Chris & Rebekah Gough expense including removal of the stump, and replanting four street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$1,000 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the trees.

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

ADOPTED by the City Council of the City of Ellensburg this June 6, 2022.

MAYOR

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Resolution 2022-20 approving Crankovich Street Tree Removal Request at 1314 E Radio Road

Submitted by: Erin McGowan Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution authorizing Alan Crankovich to remove the designated street tree.

Background/Summary: Alan Crankovich is requesting permission to remove one street tree at 1314 E Radio Road. The tree is a Colorado Blue Spruce located 3 feet behind the sidewalk on Radio Road. It was planted too close to the driveway, sidewalk and directly above underground electric lines. The tree is approximately 25 feet tall and will grow to be between 50-75 feet tall. The tree has large surface roots that are beginning to uplift the sidewalk in places. The homeowner is concerned about the damage to the sidewalk and the potential for damage to his driveway.

Tree Condition: The Colorado Blue Spruce is in good health.

City Infrastructure damage: The roots have begun to upheave the sidewalk.

Tree Maintenance activity by City: None known.

Species suitability to location: The Colorado Blue Spruce is a common tree in Ellensburg, however, they are not on the approved street tree list. They often have large surface roots that can damage nearby walks and pavement.

Private damage claims processed by the City: None known.

Previous Council Action: None.

Analysis: Removal of the tree is appropriate due to concerns about the current and future damage to City utilities, infrastructure and private property. Because of the location of underground electric utilities a replacement street tree would not be permitted at this location. Pending City Council's approval of

this resolution, the Stormwater Manager has agreed to accommodate Alan Crankovich's request to replant a tree outside of the right-of-way that will not encroach on City utilities.

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

Attachments:

[1314 E Radio Road - Crankovich Request](#)

[1314 E Radio Road - Crankovich Tree Removal Graphics](#)

[Resolution 2022-20 1314 E Radio Road - Crankovich Street Tree Removal](#)

I am requesting to remove a spruce tree located in the NW corner of my driveway at 1314 E. Radio Rd.

I intend to follow the requirements for removing the tree, grinding the stump and replanting a tree(s) in the right of way.

My reason for removing the tree is that it was planted in the wrong location long before we purchased the home. It has the potential to damage the City sidewalk from the root system and because the branches extend over the sidewalk creates a potential hazard in the winter because of snow and ice falling that could strike someone walking under it.

Per our discussion, I may not be able to replant a tree(s) in the ROW due to underground City utilities. If that is the case I request the following considerations:

1. Be able to plant a tree(s) as close to the ROW as possible to fulfill the requirements.
2. If that isn't allowed, I ask that the fee be waived since I am willing to follow the requirements but cannot due to City UG utilities.

Thank you for considering my request.

Respectfully submitted,

Alan Crankovich
1314 E. Radio Rd.
(509) 929 2651

1314 E Radio Road – Tree Removal Graphics



RESOLUTION NO. 2022-20

A RESOLUTION of the Ellensburg City Council authorizing Alan Crankovich to remove one street tree located at 1314 E. Radio Road;

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

WHEREAS, Alan Crankovich has requested permission to remove one street tree;

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

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

Section 1. Alan Crankovich is authorized to remove one street trees located on 1314 E. Radio Road. Approval is conditioned upon Alan Crankovich first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Alan Crankovich's expense including removal of the stump.

Section 2. A \$200 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure the stump is removed.

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

ADOPTED by the City Council of the City of Ellensburg this June 6, 2022.

MAYOR

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Resolution 2022-21 approving Public Works & Utilities Street Tree Removal Request for the 2022 Residential Sidewalk Repair Program

Submitted by: Erin McGowan Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution to authorize the Public Works & Utilities Department to remove the designated trees.

Background/Summary: The annual Residential Sidewalk Repair Program will remove two street trees within the project area, at the corner of 1st Avenue and Alder Street to make room for new sidewalk and ADA ramps. The trees are Austrian Pines.

Tree Condition: Both trees are in good condition overall. However, they have poor tree architecture. The northern tree has three co-dominant stems while the southern tree has four co-dominant stems.

City Infrastructure damage: The curb is cracked in multiple places and there is some upheaval in the gutter line.

Tree Maintenance activity by City: None known.

Species suitability to location: Austrian Pine are not on the approved street tree list.

Private damage claims processed by the City: None known.

Previous Council Action:

- June 21, 2021 Regular Council Meeting, Council approved adopting the City of Ellensburg's Six-Year Transportation Improvement Plan (STIP) for the years 2022-2027 showing the Alder Street Sidewalk – One Side – Capitol Avenue to 4th Avenue with secured funding.
- April 18, 2022 Regular Council Meeting, Council awarded the Bid for Bid Call No. 2022-04 for the 2022 Residential Sidewalk Repair Program.

Analysis: Removal of the trees is appropriate to accommodate for the new sidewalk and ADA improvements.

Financial Impact: The removal will be funded through the budgeted 2022 Residential Sidewalk Repair Program.

Attachments:

[2022 Residential Sidewalk Repair Program - Tree Removal Graphics](#)

[Resolution 2022-21 - 2022 Residential Sidewalk Repair Program Street Tree Removal](#)

2022 Residential Sidewalk Repair Program - Graphics



RESOLUTION NO. 2022-21

A RESOLUTION of the Ellensburg City Council authorizing the Public Works and Utilities Department to remove two street tree located at the corner of 1st Avenue and Alder Street;

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

WHEREAS, the Public Works and Utilities Department has requested permission to remove two street trees;

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

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

Section 1. Public Works and Utilities is authorized to remove two street trees located on the corner of 1st Avenue and Alder Street. Approval is conditioned upon Public Works and Utilities first receiving a Street Tree Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at the City of Ellensburg's expense, including removal of the stumps, and replanting two replacement trees from the City's Street Tree List in the City right of way as part of the future CBD Sidewalk Improvements Project.

Section 2. Removal of the stump shall be done within 30 days of the removal of the tree.

ADOPTED by the City Council of the City of Ellensburg this June 6, 2022.

MAYOR

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Contract Amendment No. 2 - Professional Services Agreement Water System Plan and Illinois Well Outfitting Design

Submitted by: Derek Mayo Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to execute 'Contract Amendment No. 2 with RH2 Engineering, a \$24,999 contract cost increase, and a time extension to December 31, 2022. Staff is also requesting Council to approve the necessary budget adjustment.

Background/Summary: The City of Ellensburg contracted with RH2 Engineering to complete our Water System Plan update and also complete the design for the Illinois Well Outfitting project. The design of the well portion of the contract has been completed and that project is currently under construction. The Water System Plan (WSP) update is nearly complete, with the draft plan submitted to the Washington State Dept. of Health and the Dept. of Ecology for their formal reviews. Staff and RH2 Engineering have been working closely with these agencies to address comments and finalize the WSP. An amendment is now needed to address unexpected additional information and responses to the reviewing agencies and finalize the WSP.

Previous Council Action: Council approved the original Professional Services Agreement with RH2 Engineering for the Water System Plan Update and the design of the Illinois Well Outfitting at the Sept. 16, 2019 City Council meeting. Contract Amendment No. 1 was approved by Council at the Dec. 7, 2020 meeting to extend the contract and to expand the scope to have RH2 complete additional design and plan work, including the addition of the Risk and Resilience Assessment and Emergency Response Plan.

Analysis: Water System Plans were previously required to be completed every six years, but are now allowed to be completed every ten years. Based on this, reviewing agencies are requiring additional information and more in depth reviews than previous

plans.

Financial Impact:

Contract Amendment Number 2 increases the contract \$24,999 for a total new contract amount of \$502,252. A supplemental budget adjustment in the water fund of \$24,999 is needed.

Attachments:

[Contract Amendment No. 2](#)

City of Ellensburg
Contract Amendment No. 2
Water System Plan Update and Illinois Well Outfitting Design
Additional Work

RH2 Project No. ELL 219.144

In accordance with our Agreement for Professional Services for the Water System Plan Update and Illinois Well Outfitting Design project, dated September 16, 2019, this is an authorization to revise the project Scope of Work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

Modify the following items from the Scope of Work:

As discussed with City of Ellensburg (City) staff, RH2 Engineering, Inc., (RH2) currently has expended its fee for the City's Water System Plan. Additional work has been performed at the City's request. Some of the key additional items included water rights review and coordination with City staff and consultants, control overview and descriptions of the new pressure reducing valve station operation, and operational understanding for the system. RH2 has been holding these costs until comments were received by Washington State Department of Health (DOH) as requested by City staff in an attempt to provide one (1) amendment for this work. Comments have now been received from DOH and the Washington State Department of Ecology and an estimate to complete revisions related to the comments is included in this amendment. Additional budget is being requested for response to these comments, as this budget was previously expended.

1.17 DOH and Agency Review Revisions

Approach:

1.17.1 Provide additional effort for responding to agency review comments.

1.18 Additional Work

Approach:

1.18.1 Provide additional out of scope work required for the Water System Plan. This work has been completed.

Reference attached **Exhibit A – Fee Estimate**.

The engineering fee authorization will increase by \$24,999 for a total authorization amount of **\$502,252**.

The period of performance is extended by this amendment to December 31, 2022.

City of Ellensburg
Water System Plan Update and Illinois Well Outfitting Design

Amendment No. 2
Additional Work

Please sign this authorization in the space provided below and return to RH2 Engineering, Inc., by mail at the address below, or by email to dpopoff@rh2.com.

RH2 Engineering, Inc.

City of Ellensburg



Signature

Signature

Paul R. Cross, Executive Vice President
Print Name/Title

Print Name/Title

5/6/2022

Date

RH2 Engineering, Inc., 300 Simon Street SE, Suite 5, East Wenatchee,
WA 98802

Date

City of Ellensburg, 501 North Anderson, Ellensburg, WA 98926

EXHIBIT A

Fee Estimate

Amendment No. 2

City of Ellensburg

Water System Plan Update and Illinois Well Outfitting Design

Additional Work

May-22

Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1.17 DOH and Agency Review Revisions	43	\$ 7,438	\$ 811	\$ 8,249
Task 1.18 Additional Work	89	\$ 15,590	\$ 1,160	\$ 16,750
PROJECT TOTAL	132	\$ 23,028	\$ 1,971	\$ 24,999



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Public Transit Operating Extension Amendment and Agreement Between the City of Ellensburg and HopeSource

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Approve the Public Operating Extension Amendment and Agreement.

Background/Summary:

- The current Public Operating Agreement expires June 30, 2022, but does allow for up to three (3) additional one (1) year extensions. The parties, however, agreed it would be more efficient to instead amend the Agreement to provide for a straight three (3) year extension, from July 1, 2022 through June 30, 2025.
- On May 17, 2022 the Public Transit Advisory Committee reviewed the Public Transit Operating Extension and Amendment Agreement and voted in the affirmative to recommend the City Council approve the Public Transit Operating Extension and Amendment Agreement for July 1, 2022 through June 30, 2025.
- The amendments numbered 1 - 8 on pages 2-4 were written to provide clarification and direction to the contractor.

Previous Council Action: In May 2017, the City Council approved the Public Transit Operating Agreement between the City of Ellensburg and HopeSource which began July 1, 2017.

Analysis:

- The City has determined Ellensburg residents need public transportation services.
- Voters approved a 0.2% sales and use tax for the purpose of funding a public transportation system.
- The City anticipates WSDOT grant funding will be awarded to the City.
- The Public Operating Extension and Amendment Agreement will ensure Central Transit's Fixed Route services continue without disruption.

Financial Impact:

The financial impact for the fixed route service will increase 8% which is within the current biennium budget through December 2022. The 2023 - 2025 fixed route costs will be budgeted with funds from the 0.2% sales and use tax along with WSDOT Consolidated Operating Grants.

Attachments:

[Public Transit Operating Extension and Amendment Agreement](#)

**Public Transit Operating Extension and Amendment Agreement
between
City of Ellensburg and HopeSource**

This AGREEMENT, made and entered into this ____ day of _____ 2022, by and between the City of Ellensburg ("the City"), a municipal corporation, and HopeSource ("Contractor"), a community non-profit organization, to provide public transportation services in Ellensburg.

WHEREAS, The City has determined that the City of Ellensburg residents need public transportation services; and

WHEREAS, City Ordinance 4727 was approved by the Ellensburg City Council on June 6, 2016, exercising its authority as the governing board of the Ellensburg Transportation Benefit District, imposing a 0.2% sales and use tax commencing October 1, 2016, for the purpose of funding a public transportation system in accordance with the requirements of Chapter 36.73 RCW; and

WHEREAS, the City and HopeSource are parties to a Public Transit Operating Agreement ("Agreement") dated May 1, 2017, as amended by Amendments #1 dated May 1, 2017, #2 dated April 19, 2019, #3 dated July 2, 2019, #4 dated December 16, 2019, and #5 dated December 9, 2020; and

WHEREAS, the City has applied for funding through the Washington State Department of Transportation's (WSDOT) Consolidated Grant Program for the needed service; and

WHEREAS, the City anticipates funding will be awarded to the City, and the City will act as a grant recipient overseeing the program and providing funding support for the program; and

WHEREAS, Section 18 of the Agreement provides that any amendments must be in writing and signed by the parties;

NOW, THEREFORE, The parties agree as follows:

A. Pursuant to Section 2 of the Agreement, "Term," is hereby extended from July 1, 2022 to June 30, 2025.

B. Section 6 the Agreement, "Compensation," and as previously amended, is further amended by the addition of the following:

Years	Per Service Hour	Yearly Expense
July 1, 2022 – June 30, 2023	\$51.20	\$1,134,095.36
July 1, 2023 – June 30, 2024	To Be Determined (TBD)	TBD
July 1, 2024 – June 30, 2025	TBD	TBD

July 1, 2022 through June 30, 2023 contract is based on December 2021 CPI-U Category Transportation, as stated in the RFP 17-047, plus 2.4% totaling 8% not to exceed \$1,134,095.36. The additional 2 years will be based on the 2023 and 2024 April CPI-U Category Transportation.

In addition, the site Best Gas Prices & Local Gas Stations in Ellensburg, WA (gasbuddy.com) will be used to determine significant increases or decreases in fuel prices in calculating the need for an amended per service hour compensation based on fuel costs.

C. In addition, the parties agree the Agreement, as previously amended, is further amended as follows:

1. That portion of Section 2.3 of the City's RFP-17-047, System Operation and City Overview that currently states, "Provide data, statistics and reports related to the Contracts operation of the Central Transit service in the format(s) and timeframe requested by the City" is hereby replaced as follows:

Provide data, statistics and reports related to the Contracts operation of the Central Transit Service in the format(s) and timeframe requested by the City. The timeframe will be seven (7) business days of each new month.

2. That portion of Section 2.9.5 of the City's RFP-17-047, Operator Requirements that currently states, "Count all passengers who board the bus" is hereby replaced as follows:

Count all passengers who board and offboard the bus.

3. That portion of Section 2.9.5 of the City's RFP-17-047, Operator Requirements that currently states, "Encourage passengers to wear seat belts where available" is hereby replaced as follows:

Encourage passengers to wear seat belts and have seatbelt announcements over enunciators.

4. That portion of Section 2.12.6 of the City's RFP-17-047, ADA Accessibility that currently states, "...Additionally, vehicle operators shall be trained to proficiency in operating the accessibility equipment on-board the vehicles" is hereby replaced as follows:

...Additionally, vehicle operators shall be trained to proficiency in operating the accessibility equipment, including wheelchair and passenger securements on-board the vehicles.

5. That portion of Section 2.13 of the City's RFP-17-047, Bus Stops and Shelters that currently states, "As part of the transit program, there are currently 24 signed bus stops including four shelters. This number is subject to change during the term of this contract. The Contractor is responsible for monitoring and maintaining the appearance and safety of shelters, bus stops and passenger amenities, to specifically include:" is hereby replaced as follows:

As part of the transit program, there are currently 79 signed bus stops including 11 shelters. This number is subject to change during the term of this contract. The Contractor is responsible for monitoring and maintaining the appearance and safety of shelters, bus stops and passenger amenities, to specifically include:

6. That portion of Section 2.13.1 of the City's RFP-17-047, Transit Stops that currently states, "Operators shall be responsible for daily visual inspection of all bus stop areas and bus stop signs for graffiti and trash. Operators shall report any observed issues with the bus stops daily including missing signs or posts, and the Contractor should take necessary steps to correct any issues within three days. Contractor is required to remove snow from stops when the stop is not accessible due to snow or ice accumulations" is hereby replaced as follows:

Operators shall be responsible for a daily visual inspection of all bus stop areas including bus stop signs, schedule holders and posts for damage, graffiti or trash and immediately report any issue. The Contractor shall take necessary steps to correct issues along with incidents involving public health or safety immediately. Contractor is required to remove snow from the bus stops when the stop is not accessible due to snow or ice accumulations.

7. That portion of Section 2.13. of the City's RFP-17-047, Bus Shelters that currently states, "Operators shall complete a daily visual inspection and report any issues with the shelter structure, the shelter pad area, lighting and any graffiti or trash. The Contractor should address and correct these problems within three days. Contractor is required to remove snow from shelters when two inches or more snow accumulates at the shelter" is hereby replaced as follows:

Operators shall be responsible for a daily visual inspection of all bus shelters including the shelter structure, the shelter pad area, garbage can, bike rack, lighting, schedule holders and bus stop signs for damage, graffiti or trash and immediately report any issues. The Contractor shall take necessary steps to correct issues along with incidents involving public health or safety immediately.. Contractor is required to remove snow and ice from bus shelters and shelter pad area when two (2) inches or more snow accumulates at the shelter.

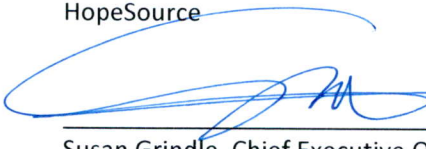
8. That portion of Section 3.5 of the City's RFP-17-047, Complaint Procedures that currently states, "No less than once per month, on or before the 10th of the following month, the Contractor shall forward to the Transit Manager a summary of any complaints it received from Central Transit customers along with a description of its action(s) taken to resolve the complaint. This summary shall be able to be sorted by: route, stop and complaint type" is hereby replaced as follows:

The Contractor shall forward to the Transit Manager any complaint(s) received from Central Transit customers within 24 hours along with a description of the action(s) taken to resolve the complaint within 72 days. This summary shall be able to be sorted by: route, stop and complaint type.

D. Except as specifically amended herein, all other provisions of the Agreement, as previously amended, remain in full force and effect.

HopeSource

CITY OF ELLENSBURG



Susan Grindle, Chief Executive Officer

Nancy Lillquist, Mayor

Approve as to form:

Attest:

CEO

(for HopeSource)

Clerk

Approved as to form:

City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Paratransit Operating Extension and Amendment Agreement

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Authorize the Mayor to execute the Paratransit Operating extension and Amendment Agreement.

Background/Summary:

- The current Paratransit Operating Agreement will terminate June 30, 2022.
- As stated in the Request for Proposal 19-061 Turn-key Operation of the Ellensburg Central Transit Paratransit Bus Service, the contract may be renewed at the request of the City for up to three (3) additional one-year periods. The amended agreement will extend the contract from July 1, 2022 through June 30, 2025.
- On May 17, 2022 the Public Transit Advisory Committee reviewed the Paratransit Operating Extension and Amendment Agreement and voted in the affirmative to recommend the City Council approve the Paratransit Operating Extension and Amendment Agreement for July 1, 2022 through June 30, 2025.

Previous Council Action: On June 3, 2019 the City Council approved the Paratransit Operating Agreement between the City of Ellensburg and HopeSource for the timeframe of July 1, 2019 through June 30, 2022.

Analysis:

- The ADA requires that each public entity operating a fixed route system shall provide paratransit services for individuals with disabilities.
- Voters approved a 0.2% sales and use tax for the purpose of funding a public transportation system.
- The City anticipates WSDOT grant funding will be awarded to the City.
- The Paratransit Operating Extension and Amendment Agreement will ensure Central Transit's Paratransit service continues without disruption.

Financial Impact:

The financial impact for paratransit services will increase 8% which is within the current biennium budget through December 2022. The 2023 - 2025 paratransit costs will be budgeted with funds from the 0.2% sales and use tax along with WSDOT Consolidated Operating and Special Needs Operating Grants.

Attachments:

[Paratransit Operating Extension Agreement](#)

**Paratransit Operating Extension and Amendment Agreement
between
City of Ellensburg and HopeSource**

This AGREEMENT, made and entered into this ____ day of _____ 2022, by and between the City of Ellensburg (“the City”), a municipal corporation, and HopeSource (“Contractor”), a community non-profit organization, to provide paratransit services in Ellensburg.

WHEREAS, The City has determined that the City of Ellensburg residents need paratransit services; and

WHEREAS, City Ordinance 4727 was approved by the Ellensburg City Council on June 6, 2016, exercising its authority as the governing board of the Ellensburg Transportation Benefit District, imposing a 0.2% sales and use tax commencing October 1, 2016, for the purpose of funding a public transportation system in accordance with the requirements of Chapter 36.73 RCW; and

WHEREAS, the City and HopeSource are parties to a Paratransit Operating Agreement (“Agreement”) dated June 29, 2019; and

WHEREAS, the City has applied for funding through the Washington State Department of Transportation’s (WSDOT) Consolidated Grant Program for the needed service; and

WHEREAS, the City anticipates funding will be awarded to the City, and the City will act as a grant recipient overseeing the program and providing funding support for the program; and

NOW, THEREFORE, The parties agree as follows:

1. The Term is hereby extended from July 1, 2022 to June 30, 2025.
2. Section 5 of Agreement, “Compensation,” is amended as follows:

July 1, 2022 through June 30, 2023 contract is based on December 2021 CPI-U Category Transportation, as stated in the RFP 19-061, plus 2.4 % totaling 8% not to exceed \$17,283.04. The additional 2 years will be based on the 2023 and 2024 April CPI-U Category Transportation.

In addition, the site Best Gas Prices & Local Gas Stations in Ellensburg, WA (gasbuddy.com) will be used to determine significant increases or decreases in fuel prices in calculating the need for an amended quarterly compensation based on fuel costs.

3. Section 6 the Agreement, "Payment" and as previously amended, is further amended by the addition of the following:

Payment to the Contractor will be made on a quarterly basis per the payment schedule table below, net 30 days from receipt of invoice. Contractor invoices shall be documented with ridership and eligibility reporting and invoiced to the City on or before the 10th day of the quarter following actual provision of service.

Quarter	Year	Amount	Yearly Expense
Third	2022	\$4,320.76	-
Fourth	2022	\$4,320.76	-
First	2023	\$4,320.76	-
Second	2023	\$4,320.76	\$17,283.04
Third	2023	To be determined (TBD)	-
Fourth	2023	TBD	-
First	2024	TBD	-
Second	2024	TBD	TBD
Third	2024	TBD	-
Fourth	2024	TBD	-
First	2025	TBD	-
Second	2025	TBD	TBD

4. Except as specifically amended herein, all other provisions of RFP 19-061 and the Paratransit Operating Agreement remain in full force and effect.

HopeSource

CITY OF ELLENSBURG

Susan Grindle, Chief Executive Officer

Nancy Lillquist, Mayor

Approve as to form:

Attest:

(for HopeSource)

Clerk

Approved as to form:

City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Approval of Reduced Fee for Ellensburg Area Swim Team (EAST) Members

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Authorize staff to charge EAST \$27.60 for in-city and \$34.35 out-of-city per swimmer for the use of the KVMP from approximately June 22, 2022 -July 21, 2022.

Background/Summary: The Ellensburg Area Swim Team (EAST) is a year around local youth swim team for kids ages 6-18. EAST typically uses the Central Washington Aquatics Center for its swim team practices and meets, however, due to the renovation project taking place at Nicholson Pavilion they can not use the facility this summer.

Previous Council Action: NA

Analysis: There is a provision in the Ellensburg City Code under Chapter 2.38 Kittitas Valley Memorial Pool (KVMP) Rates and Fees, Section 2.34.080 that states the city may enter into contract with large user groups for a reduced fee or no fee with City Council approval.

EAST is planning to use the pool from approximately June 22, 2022 - July 21, 2022. Since KVMP does not have a one-month pass available, EAST would either have to purchase three-month passes for their swimmers (\$66.25 in-city, \$82.70 out-of-city), multiple 10 punch pass cards (\$21.90 i/c, \$27.40 o/c), or pay a daily admission (\$3.00 i/c, \$3.60 o/c). Staff is recommending that the City allow EAST to pay a one time amount of \$27.60 for in-city and \$34.35 out-of-city per swimmer. This will have the least impact on staff workload and is the most equitable fee for the use of the facility.

Financial Impact: This is a new revenue source because in past years EAST has used the CWU pool for their program.

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.

 6/1/22
AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **6TH DAY OF JUNE 2022**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	157531	TO	157812	\$ 1,076,189.98
EFT #'s	5506	TO	5545	\$ 2,600,436.15

Payroll Fund				Total Amounts
Check #'s	95724	TO	95728	\$ 4,861.65
Direct Deposits	67660	TO	67899	\$ 422,805.76

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

MEMORANDUM

From: The City of Ellensburg Diversity, Equity, and Inclusion Commission
To: The Ellensburg City Council
Date: June 6, 2022
Re: Acknowledging Juneteenth as a City holiday

Congratulations on your decision to declare June 19 as an observed City holiday. This date is a memorable day in our national history, and we commend you for your commitment to commemorate the emancipation of enslaved African Americans in such a significant way.

We believe that honoring this national holiday signifies your commitment to recognizing Ellensburg's diversity, and helps promote the work of the Diversity, Equity and Inclusion Commission. We encourage Ellensburg residents to celebrate this occasion, and we wish all Ellensburg residents a happy Juneteenth.

The Commission extends a heartfelt "thank you" to city staff and City Council for this action.

Respectfully submitted to the Ellensburg City Council this 6th day of June 2022.

Ellensburg DEI Commission
Nancy Goodloe, Chair
Tylen Carnell, Vice-chair
Mayra Colazo, Member
Teresa Divine, Member
Daniel Amos, Member
Kandee Cleary, Member
Alex Mandujano, Member



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Second reading of Ordinance 4889, approving Supplemental P-R Rezone from P-R to I-L, submitted by City of Ellensburg

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Conduct second reading and adoption of Ordinance 4889 changing the zoning of the western 60 feet of the Northern 577.10 feet of parcel 955943 to Light Industrial.

Background/Summary: The City of Ellensburg is proposing a rezone of P-R property which is no longer used for public purposes. Recognizing that over time some land and structures that are zoned P-R, and are used for P-R purposes, may change uses to non-public uses or may become obsolete or surplussed out of active public use and occupancy, the property owner may in such situations seek a rezone out of P-R zoning pursuant to the terms and processes set forth in ECC 15.250.100. The rezone applicant may request that the P-R zoned property be rezoned to any zoning district classification that abuts the subject property.

This is a Type V application for a Supplemental P-R Rezone for a 4.57-acre parcel that currently has split zoning designations of Light Industrial and Public Reserve. The site abuts property that is designated as Light Industrial (I-L) within the Future Land Use Map along the industrial corridor of Dolarway Road. The proposed rezone would result in the western 60 feet of the Northern 577.10 feet of parcel 955943 being zoned Light Industrial. The City of Ellensburg became the owner of the property in December 2005 and does not plan to develop the property. The City has been working diligently since 2006 to improve and develop Dolarway Road as a primary industrial corridor. Several parcels with access to the Dolarway Road Corridor have begun development processes to construct light industrial use buildings, including the parcel which will benefit from this amendment. Careful consideration was taken in the planning of how much of the underutilized parcel could be allotted to the neighboring property to ensure

that an adequate buffer of land is still available surrounding the industrially developed property for screening and City property access purposes.

A SEPA Determination of Non-significance (DNS) was issued on January 10, 2022.

A boundary line adjustment is being processed concurrently which when completed will transfer the western 60 feet to the Industrial zoned property to the west. The supplemental P-R rezone is proposed to establish consistency with the City's Land Development Code, Comprehensive Plan, and the current and future plans for the property.

Previous Council Action: Council conducted a closed record public hearing on May 16, 2022, approved the supplemental rezone request and conducted first reading of Ordinance 4889.

Analysis: The City procedures for approving the Supplemental P-R Rezone are outlined in Ellensburg City Code (ECC) 15.250.100 and are subject to the Type V review process. As described in ECC 15.210.030(E), Type V processes "...are legislative, nonproject decisions made by the city council under its authority to establish policies and regulations regarding future private and public developments, and management of public lands", which includes the supplemental rezoning of P-R zoned properties.

City Council has adopted the Planning Commission's Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval, therefore the ordinance reflects the applicable conclusions and findings to adopt the zone change as discussed and approved by City Council on May 16, 2022. The ordinance also directs staff to make appropriate changes to the City's zoning map and to the Geographic Information System (GIS) data.

Financial Impact: None at this time.

Attachments:
[4889 Supplemental PR Rezone Ordinance](#)

ORDINANCE NO. 4889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ZONING AND AMENDING TITLE 15 OF THE ELLENSBURG CITY CODE BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF ELLENSBURG FROM SUPPLEMENTAL PUBLIC RESERVE (P-R) TO INDUSTRIAL LIGHT (I-L).

WHEREAS, on March 18, 2022, the City of Ellensburg's Community Development Department submitted application on behalf of the City of Ellensburg ("Applicant"), as owner of a 4.57-acre parcel that currently had split zoning designations of Light Industrial (I-L) and Public Reserve (P-R) ("application"); and

WHEREAS, the proposed rezone would result in the western 60 feet of the Northern 577.10 feet of parcel 955943 being zoned Light Industrial located on the south side of West Dolarway Road in the City of Ellensburg, in Kittitas County, Washington, shown on Tax Map No. 17-18-03000-0004 as Assessor's tax parcel ID 955943; and

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

WHEREAS, on January 10, 2022, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) related to the legislative action; and

WHEREAS, following a duly noticed open record public hearing held before the Planning Commission on April 14, 2022, to consider the Supplemental P-R Rezone, as provided by Chapter 15.250.100 ECC, the Planning Commission made a recommendation to the Ellensburg City Council for approval of Supplemental P-R Rezone request subject to certain conditions; and

WHEREAS, following a duly noticed closed record public hearing held during a regularly scheduled Ellensburg City Council Meeting on May 16, 2022, regarding the Supplemental P-R Rezone proposal to result in the western 60 feet of the Northern 577.10 feet of parcel 955943 being zoned Light Industrial, the City Council approved the Supplemental P-R Rezone request subject to certain conditions;

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

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

A. The rezone is in accordance with the comprehensive plan; and is in compliance with the decision criteria of Ellensburg City Code (ECC) 15.350.110, if developed in accordance with the conditions stated herein; and

B. The rezone will not adversely affect the public health, safety or general welfare; and

C. The rezone is not contrary to the best interest of the citizens and property owners of the city.

Section 2. The supplemental P-R rezone request involves the western 60 feet of the Northern 577.10 feet of property in the City of Ellensburg, in Kittitas County, Washington, shown on Tax Map No. 17-18-03000-0004, commonly referred to as Kittitas County Assessor's Parcel ID #955943, and legally described as follows:

ACRES 4.57; PTN NE1/4 (PARCEL C, B41/P100); SEC 03, TWP 17, RGE 18PTN SOUTH ½ (B42/P83); SEC 28, TWP 18, RGE 18; City of Ellensburg, Kittitas Co., WA.

Section 3. The City of Ellensburg Supplemental P-R Rezone (P22-036) shall be allowed for development on the subject property in accordance with the following condition of approval, which shall apply to the applicant, and the applicant's heirs, successors in interest and assigns:

The applicant shall adhere to any requirements related to any future development approvals, including meeting all requirements of utility providers, City departments, state and federal agencies, and affected districts, as outlined in adopted City Codes and other regulatory documents.

Section 4. The Ellensburg City Council makes the following conclusions of law:

A. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the Ellensburg City Code and Comprehensive Plan.

B. As conditioned, the proposal does conform to the criteria specified in Ellensburg City Code 15.310.050, pertaining to the supplemental P-R rezone.

C. As conditioned, this proposal does comply with Comprehensive Plan, the zoning code and other land use regulations, and SEPA.

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

Section 5. That the official zoning map of the City of Ellensburg, as well as the Geographic Information System (GIS) data shall be amended to incorporate the land use classifications herein provided.

Section 6. Except as modified herein, each and every provision of the City Land Development Code, Title 15, as amended, shall remain in full force and effect.

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

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

Section 9. **Effective Date.** This ordinance shall take effect and be in full force five (5) days after passage, approval and publication as required by law.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of June, 2022.

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. 4889 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4889 was published as required by law.

Beth Leader



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Second Reading Ordinance 4890 amending portions of Chapter 3.12 of the Ellensburg City Code (Sign Code)

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Conduct second reading and adoption of attached Ordinance 4890.

Background/Summary: Changes presented in Ordinance 4890 will align the Sign Code with the recently adopted changes to the Land Development Code. The amendments will remove references to the Commercial Tourist (C-T) zoning district (which has been eliminated as a zone and incorporated into the Commercial Highway (C-H) zoning district), and will also add references to new mixed use zones - Regional Center Mixed Use (RC-MU) and Neighborhood Center Mixed Use (NC-MU).

Previous Council Action: On May 16, 2022 Council held an open record hearing to consider proposed amendments to Chapter 3 of the Ellensburg City Code. At the conclusion of the public hearing council conducted first reading of Ordinance 4890.

Analysis: The amendments presented in the ordinance are technical edits only, with no substantive changes to the sign code.

Financial Impact: None.

Attachments:
[4890 - Sign Code Ordinance](#)

ORDINANCE NO. 4890

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 3.12 “SIGN CODE” AND AMENDING SECTIONS 3.12.220 3.12.240 3.12.260 3.12.290 3.12.300, AND 3.12.340 OF THE ELLENSBURG CITY CODE.

WHEREAS, the Ellensburg Comprehensive Plan was initially adopted on December 18, 2017, and last updated December 20, 2021; and

WHEREAS, following adoption of the Comprehensive Plan update in December 2017, City of Ellensburg staff worked to evaluate the City’s development regulations and zoning districts to ensure consistency with the requirements of Chapter 36.70A RCW; and

WHEREAS, from 2018 through 2021, City staff held numerous study session and regular meetings with the Planning Commission and City Council, in addition to soliciting public feedback through public workshops and online surveys, for the purpose of discussing proposed amendments to the Land Development Code; and

WHEREAS, the City Council adopted Ordinance No. 4887 on May 16, 2022, which provides for several amendments to the land development code, including reconfiguration of zoning boundaries and modified land use allowances and setback standards, all of which are intended to achieve several of the goals and policies of the comprehensive plan; and

WHEREAS, it was determined through the outreach and adoption process that the Commercial Tourist (C-T) zoning district no longer served the public interest, and would be merged with the Commercial Highway (C-H) zoning district; and

WHEREAS, for the reason that Ordinance No. 4887 eliminates all references to the C-T zoning district within Title 15 Land Development Code, and provides for two new mixed-use zones, it necessitates amendments to Chapter 3.12 Sign Code of the Ellensburg City Code, in order to remove references to the C-T zoning district and reference the new zoning districts; and

WHEREAS, following a duly noticed open record public hearing held during a regularly scheduled Ellensburg City Council Meeting on May 16, 2022, regarding the proposed amendments, the City Council approved the amendments to Chapter 3.12 of the Ellensburg City Code;

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

Section 1. Section 3.12.220 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 3402, is hereby amended to read as follows:

3.12.220 Projecting signs.

All projecting signs erected or changed after adoption of the ordinance codified in this chapter shall meet the following requirements:

- A. Sign area of projecting signs in the C-C, ~~and C-C II~~, NC-MU, and RC-MU zones shall not exceed 25 square feet on any single sign face. Multifaced signs shall not exceed a maximum of 50 square feet in total sign area.
- B. Projecting signs erected or changed in any zone shall maintain a minimum clearance of 14 feet between the lowest portion of the sign and the ground surface immediately below the sign if said area is a public right-of-way and used for vehicular movement or parking. Signs projecting over any public right-of-way shall maintain a minimum nine-foot clearance between the lowest portion of the sign and the public right-of-way below, unless such signs are hung from marquees or awnings, in which case said clearance shall be a minimum of seven and one-half feet.
- C. Projecting signs shall not project more than six feet into the public right-of-way in the C-C; ~~and C-C II~~, NC-MU, and RC-MU zones or 10 feet in any other zoning district in the city.
- D. Businesses shall be allowed no more than one projecting sign for their use. For businesses which have building frontage on two different streets, a maximum of one projecting sign may be located on each separate street frontage. [Ord. 3402 §1, 1983.]

Section 2. Section 3.12.240 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 3402, is hereby amended to read as follows:

3.12.240 On-premises signs.

All on-premises signs shall adhere to the following conditions:

- A. The maximum height for all on-premises signs in all zoning districts C-C, C-C II, R-O, C-H (except for those allowed by conditional use), ~~C-N, I-L, I-H, MHP and MHS zones~~ shall be 35 feet; ~~The maximum height for all on-premises signs in the T-C zone and on-premises freeway-oriented signs allowed by conditional use in the C-H zone shall be 100 feet.~~
- B. The maximum sign area of any on-premises sign, unless otherwise provided in this chapter, shall be 300 square feet, with multifaced signs not exceeding a maximum of 600 square feet. [Ord. 3402 §1, 1983.]

Section 3. Section 3.12.260 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 3402, is hereby amended to read as follows:

3.12.260 Off-premises signs.

No off-premises signs shall be allowed. ~~All off-premises signs shall adhere to the following conditions:~~

~~A. Off-premises signs are prohibited in all zones within the city except the T-C zone. Off-premises signs are a conditional use in the T-C zone and the issuance of a sign permit shall adhere to all the requirements of a conditional use as outlined in the city's zoning ordinance.~~

~~B. The maximum area of any one face of an off-premises sign in the T-C zone shall be 288 square feet. The total maximum area of all faces of a multifaced off-premises sign shall be 576 square feet.~~

~~C. The maximum height of all off-premises signs in the T-C zone shall be 35 feet. [Ord. 3402 §1, 1983.]~~

Section 4. Section 3.12.290 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4563, is hereby amended to read as follows:

3.12.290 Electronic signs.

Electronic signs shall conform to the following requirements:

A. Electronic signs shall be allowed as display on any building in any C-C II, C-H, ~~T-C~~, I-L or I-H zoned property in the city subject to the following conditions:

1. No electronic sign shall revolve, emit sound, or be physically animated in any way;
2. No electronic sign shall exceed a total sign face area size of three square feet; and
3. Businesses in the C-C II, C-H, ~~T-C~~, I-L, and I-H zones shall be limited to one electronic sign per street frontage of the business. Buildings with multiple business occupancies, allowed through lease or other arrangements, shall be limited to one electronic sign per street frontage for the multiple-occupancy building.

B. Electronic signs shall be allowed in the public reserve zones and public rights-of-way in the city and on non-public reserve zoned land that is leased for public purposes by a municipal corporation or other agency of the state or federal government subject to the following conditions:

1. Such public reserve land or public rights-of-way must be owned by a municipal corporation or other agency of the state or federal government or such non-public reserve zoned land must be leased for public purposes by a municipal corporation or other agency of the state or federal government;

2. Placement of electronic signage must be pursuant to the specific approval of the city of Ellensburg, state or federal governmental agency;
3. Maximum area of all faces of the electronic display portion of the sign shall not exceed a total of 64 square feet;
4. Maximum number of electronic signs shall be one per street frontage;
5. The display of the sign shall not change more rapidly than once every three seconds. No message shall require more than 10 seconds to be displayed in its entirety;
6. The display shall not appear to flash, undulate, pulse, blink, bounce, contract or expand, or otherwise appear to move toward or away from the viewer;
7. All such electronic signs shall be equipped with ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic sign based on ambient light conditions;
8. Maximum brightness levels for electronic signs shall not exceed the brightness levels recommended by the manufacturer of the sign; and
9. No electronic sign shall revolve, emit sound, or be physically animated in any way.
10. In addition to conditions in subsections (B)(1) through (9) of this section, the placement of electronic signs on non-public reserve zoned land that is leased for public purposes by a municipal corporation or other agency of the state or federal government shall be subject to the following additional conditions:
 - a. The leased land and the proposed sign location must abut University Way or Canyon Road; and
 - b. The electronic sign shall be removed within 30 days from the date the land is no longer leased by the municipal corporation or other agency of the state or federal government for public uses. [Ord. 4563 § 1, 2010; Ord. 4395, 2004; Ord. 4393, 2004.]

Section 5. Section 3.12.300 of the Ellensburg City Code, as last amended by Ordinance 4395, is hereby amended to read as follows:

3.12.300 Other signs.

A. Roof signs or other building-mounted signs which project above the roof line of the building on which the sign is mounted shall be prohibited in all zones except the C-HT-G zone, where they shall not exceed 35 feet in height from ground level.

B. The total maximum area of any sign advertising or locating a residential apartment use in the ~~PUD~~, R-H, R-L, R-M, or R-O zones shall be eight square feet except as provided for in subsection (C) of this section.

C. The total maximum area of any sign advertising or locating an approved office or professional service use in the R-O or ~~PUD~~ zones shall be 25 square feet; provided, however, the sign area and number of signs advertising a residential apartment, office or professional service use in the R-O zone, when such use is located on a lot of record with frontage on Mountain View Avenue, shall be governed by the same sign requirements that apply to the C-H zone.

D. The total maximum area of any sign advertising or locating a single-family or home occupation use in the ~~PUD~~, R-H, R-S, R-L, R-M, or R-O zones shall be three square feet.

E. Businesses and all multiple-occupancy buildings in all zones shall be allowed no more than one freestanding sign per street frontage with the maximum of two freestanding signs, with the following exceptions:

1. Businesses in the C-H zone shall be allowed one additional freestanding sign if the property has a minimum of 180 feet of frontage on a single street and is a minimum of one acre in area and another freestanding sign if the business successfully obtains a conditional use from the planning commission for the construction of a freeway-oriented sign.

- ~~2. Businesses in the T-C zone shall be allowed two freestanding signs per lot plus one additional sign if the property has a minimum of 180 feet of frontage on a single street and is a minimum of one acre in area for a total maximum of three freestanding signs.~~

F. All signs advertising a consumable commodity in any zone shall be limited to advertising the consumable commodity with a maximum of 25 percent of the total sign area. A minimum of 75 percent of the total sign area shall be used to advertise the business which offers the consumable commodity for sale.

G. Individual signs allowed by this chapter shall not be combined in such a way as to create one large sign, which combination sign is larger than the allowable area for any individual sign provided for in this chapter. [Ord. 4395, 2004; Ord. 4307, 2001; Ord. 3402 §1, 1983.]

Section 6. Section 3.12.340 of the Ellensburg City Code, as last amended by Ordinance 4395, is hereby amended to read as follows:

3.12.340 Temporary and special signs.

Temporary and special signs or displays are nonpermanent in nature and are intended for use only for a limited period of time. The category includes any banner, pennant, flag or advertising

display constructed of canvas, fabric, wood, plastic, metal or other material. All such temporary or special signs are allowed provided they meet the following respective requirements:

A. Political signs, posters or bills promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election shall not exceed a maximum sign area of 10 square feet in the R-S, R-L, R-M, R-O, and MHP ~~and MHS~~ zones. In all other zones, said political signs shall conform to the sign area requirements applicable to the type of sign used. Such signs shall be displayed only on private property of consenting property owners. Political signs shall be removed within seven days after the election, except that a candidate who wins a primary election and advances to a general election may continue to display political signs until seven days after the general election. It will be the responsibility of the appropriate campaign manager or candidate for office to remove their political signs within the above time.

B. Construction signs identifying the architects, engineers, contractors, or other individuals or firms involved in the construction of a building must obtain a sign permit and specify the amount of time the sign is to be displayed, which in no event shall extend beyond the time a valid building permit for such activity is in effect. Only one construction sign is allowed per site not to exceed 48 square feet in size in the R-S, R-L, R-M, and R-O zones. In all other zones, said construction signs shall conform to the sign area requirements applicable to the type of sign used.

C. Temporary banners and posters as defined in this chapter shall be allowed for use in any commercial or industrial zone, subject to the following limitations. Each business address shall be limited to the display of no more than seven banners or posters at any one time. The aggregate area of all banners or posters displayed at any one time shall not exceed 250 square feet. For the purposes of this chapter, a business address shall be considered a single building or complex or related buildings housing a single business or multiple businesses. Multiple businesses in one building or a related complex of buildings shall be treated as a single business address. The display of such banners and posters shall take place entirely on private property, shall not cause any sight distance or other public safety problems for motorists, pedestrians, or bicyclists, and shall conform to the height requirements for the zone in which located.

D. Temporary decorations as defined in this chapter shall be allowed for use in any business or industrial zone, subject to the following limitations. Each business address shall be limited to the display of temporary decorations which total surface area of all such temporary decorations shall not exceed a total of 250 square feet at any one time. For the purposes of this chapter, a business address shall be considered a single building or complex of related buildings housing a single business or multiple businesses. Multiple businesses in one building or a related complex of buildings shall be treated as a single business address. The display of such temporary decorations shall take place entirely on private property, shall not cause any sight distance or other public safety problems for motorists, pedestrians, or bicyclists and shall conform to the height requirements for the zone in which located.

E. Real estate signs which advertise for sale, lease, or open house information for any lot or property in the city shall be located on said property for the time such sale or lease is offered. In the R-S, R-L, R-M, R-O, MHP, ~~MHS~~, and C-N zones, such real estate signs shall not exceed eight square feet in total sign area. If said real estate signs overhang public rights-of-way, they shall be subject to the provisions of ECC 3.12.220(B). In the NC-MU, RC-MU, C-C, C-C II, C-H, ~~T-C~~, I-L, and I-H zones, such real estate signs shall not exceed 48 square feet in total sign area.

F. Banners which advertise civic activities such as the Ellensburg Rodeo and Kittitas County Fair and other activities which may from time to time be approved by the city council may be supported on those steel strain poles in two locations in the public right-of-way which were constructed for that specific purpose. One set of strain poles is authorized on Cascade Way at 3,600 feet southeasterly from the P.T. of the off-ramp of the WC line with Cascade Way as shown on sheet 22 of State of Washington Highway Maps, West Side Canal to Bull Road, and one set is authorized on Canyon Road at 1,430 feet northwesterly from the intersection of the off-ramp of the EG line with Canyon Road as shown on sheet 19 of State of Washington Highway Maps, West Side Canal to Bull Road.

G. A-frame signs as defined in this chapter shall be allowed for use in any commercial or industrial zone, subject to the following limitations. For the C-H, ~~T-C~~, C-N, I-L, and I-H zones, each business address shall be allowed for the use of a maximum of one A-frame sign at any one time. For the purposes of this chapter, a business address shall be considered a single building or complex of related buildings housing a single business or multiple businesses. Multiple businesses in one building or complex of related buildings shall be treated as a single business address. Each A-frame sign displayed in the NC-MU, RC-MU, C-H, ~~T-C~~, C-N, I-L and I-H zones shall not exceed a total sign area of 32 square feet on one side and 64 square feet total sign area on all faces and shall be placed a minimum of two feet behind the inside edge of an existing curb if no sidewalk is present. If no sidewalk or curb is present, the A-frame sign shall be placed a minimum of eight feet behind the edge or road pavement. Further, such A-frame sign shall not cause any sight distance or other public safety problems for motorists, pedestrians, or bicyclists.

For the C-C, ~~and C-C II~~, NC-MU, and RC-MU zones, each business shall be allowed the use of a maximum of one sidewalk sign at any one time. For the purposes of this chapter, in the C-C, ~~and C-C II~~, NC-MU, and RC-MU zones each business which has been issued a separate city business license shall be entitled to the use of one sidewalk sign at any one time. Each sidewalk sign displayed in the C-C, ~~and C-C II~~, NC-MU, and RC-MU zones shall not exceed a height of three feet and a width/length of two feet and shall be adequately anchored against movement or overturning due to wind. Such signs shall not cause a hazard or impediment to pedestrians, vehicles, or bicyclists.

H. All signs placed on vehicles, trailers, or portable supports which are parked or located for the primary purpose of displaying said signs are prohibited. This does not apply to signs or lettering on buses, taxis, or vehicles operating during the normal course of business.

I. Welcome banners, pennants, signs, windsocks, flower baskets, or other displays connoting a welcome from the city of Ellensburg to visitors of the city may, upon prior approval of the council of the city of Ellensburg, be displayed over or on publicly owned land or rights-of-way at a minimum clearance of at least 20 feet for a renewable period of one year, said right to display being subject to the annual review and approval of the council. [Ord. 4395, 2004; Ord. 3582 § 1, 1987; Ord. 3402 §1, 1983.]

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of June, 2022.

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. 4890 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4890 was published as required by law.

BETH LEADER



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Ordinance Adopting New Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes

Submitted by: Heidi Behrends Cerniwey City Manager Department

Recommended Action or Motion: Consider and conduct first reading of the Ordinance.

Background/Summary: In mid-2020, the State of Washington imposed significant capacity restrictions on restaurants as a result of the ongoing COVID-19 pandemic. In response, the City Manager issued Emergency Management Order 2020-03, which allowed for the issuance of Temporary Streatery (outdoor street eatery) permits to restaurants in certain areas of the downtown. A streatery allowed restaurants and cafes to use portions of adjacent street parking during operating hours, functioning as additional outdoor seating. The stateries were a temporary solution to allow restaurants to serve more customers when safety protocols limited indoor dining capacity. Four downtown businesses established temporary stateries in 2020 under this permit.

Previous Council Action: As part of Resolution 2021-20 adopted on July 6, 2021, which rescinded the City's state of emergency for the pandemic, the City Council extended the streatery permits through December 31, 2021.

Council held a study session to review public input and discuss the future of stateries on November 15, 2021. At the conclusion of the study session, there was consensus to create an ad hoc committee to study the development of regulations for permanent stateries in the downtown area. Council adopted Resolution 2021-40 on December 20, 2021, by which temporary streatery permits were extended through June 30, 2022 or until such time as Council adopted permanent regulations.

Analysis:

The Ad Hoc Committee on Streateries met four times from January through May 2022 to review, discuss, and recommend permanent regulations. Participants included two Councilmembers (Tabb and Mayor Lillquist), staff, three current owners of streateries (Blake Collins, Sarah Scott, and Mark Holloway); EDA representatives (Kelle Vandenberg and Brenda DeVore), and downtown business representatives (Randy Wheeler and Ryan Woods). The draft ordinance captures recommendations from the Ad Hoc Committee.

The proposed ordinance recodifies Ellensburg City Code (ECC) Section 4.14.170 Sidewalk Use Permit and provides for a new Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes. Highlights of the Ordinance include:

- Establishes permanent regulations that allow for restaurants, bars, and cafe's to create temporary streateries to use the public right-of-way, typically in a vehicle parking space, for food and beverage services
- Authorizes establishment of "parklets" to use public right-of-way for non-food service, free public gathering space
- Establishes annual application and permit fees, including streatory use fee of \$25.00 per parking stall per month
- Sidewalk Café Permit section was renamed and relocated to this new section. Council previously approved an administrative process for sidewalk cafe's which has been incorporated into the proposed ordinance for consistency. Proposed changes to sidewalk cafés include elimination of the requirement to remove tables and seating nightly, increasing annual fee to \$25 per table
- Limits use of right-of-way for streateries and parklets to a total of four parking stalls per block (including both sides of the street), on one-way streets in the downtown core (Water Street to Ruby Street; 1st Avenue to 5th Avenue) only
- Landmarks and Design Commission will recommend criteria for structures to be approved by Council and used as criteria for the Commission to review future applications and make recommendations to the Community Development Director
- Specifies streateries to be located directly adjacent to the

business it serves or immediately adjacent, with written permission from adjacent business

- Site requirements for barriers, reflective markings, screenings, signs, and general safety standards
- ROW maintenance expectations
- Removal for planned or emergency street and utility repairs
- Insurance and indemnification provisions
- Revocation criteria and assurances for removal, including \$1,000 bond
- Provides for grandfathering current streateries from design and initial application review

Financial Impact:

As written, streateries permit fees will increase revenues by \$25.00 per parking stall per month to offset loss of public parking. Application fees and permit fees will provide nominal reimbursement for staff costs to administer the program and use of the City right-of-way.

The proposed rates may not be sufficient to fully recover costs, depending on amount of work and resources required to process applications and administer the program. Any program costs in excess of fees would be subsidized with unrestricted General Fund resources.

New guidance on Washington State Leasehold Excise Tax may require the City to report and pay leasehold tax on permit fee revenues generated by streateries.

Attachments:

[Ordinance \(first reading\) Chapter 4.14A Streateries, Parklets and Sidewalk Cafes](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO RIGHT OF WAY USES OTHER THAN TRANSPORTATION, ADDING A NEW CHAPTER ENTITLED “4.14A STREATERIES, PARKLETS, AND SIDEWALK CAFES” TO TITLE 4, AND RECODIFYING SECTION 4.14.170 “SIDEWALK USE PERMIT” AS SECTION 4.14A.060 “SIDEWALK CAFÉ PERMITS,” OF THE ELLENSBURG CITY CODE.

WHEREAS, due to the rising number of COVID-19 cases in Washington last year, Governor Inslee issued Proclamations 20-25, et seq., “Stay Safe - Stay Healthy,” which at the time reduced restaurant operations occupancy; and

WHEREAS, Governor Inslee issued Proclamation 20-25.13, “Healthy Washington Roadmap to Recovery, on May 21, 2021, which moved all Washington counties into Phase 3, which also limited the capacity of restaurants and other businesses to serve customers; and

WHEREAS, as a result of the previous restrictions on restaurant capacities during the COVID-19 emergency, the Ellensburg City Manager, as authorized by City Council Resolution 2020-05, issued City Management Emergency Order 2020-03, which allowed restaurants in certain areas in the downtown area of the City of Ellensburg to obtain a permit to operate, under certain conditions, on the sidewalks adjacent to their storefronts and also operate “streateries” in portions of the street immediately in front of their businesses; and

WHEREAS, City Management Order 2020-03 was subsequently amended and extended by City Management Orders 2020-03-A, 2020-03-B and 2020-03-C, which was then extended to December 31, 2021 by City Council Resolution 2021-20; and

WHEREAS, City Council held a study session to discuss streateries on November 15, 2021, and directed City staff to provide recommendations for permanent regulation of streateries;

WHEREAS, City Council adopted Resolution 2021-40 on December 20, 2021, extending all streateries permitted under City Management Order 2020-03, as amended, be allowed to continue operation until June 30, 2022, or such time as the effective date of City Council may adopt an ordinance regulating “streateries” on a permanent basis, whichever occurs first. No new streateries were permitted to operate until the City adopted permanent regulations for streateries. In addition, those temporary permitted streateries were to clear snow and debris in accordance with ECC 5.40.140 and required to remove their streater structure for scheduled and emergency road or utility maintenance.

WHEREAS, the City Council adopted general and specific provisions for “Sidewalk Use Permits” on September 27, 2010, which were not codified in Ellensburg City Code 4.14.070;

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

Section 1. Section 4.14.170 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4574, is recodified as Section 4.14A.060 of the Ellensburg City Code, as set forth in Section 2 of this Ordinance.

Section 2. A new chapter” is hereby added to the Ellensburg City Code to read as follows:

**4.14A
Streateries, Parklets, and Sidewalk Cafés**

- 4.14A.010 Purpose.**
- 4.14A.020 Definitions.**
- 4.14A.030 Right-of-way permits; applications.**
- 4.14A.040 Streateries.**
- 4.14A.050 Parklets.**
- 4.14A.060 Sidewalk café permit.**
- 4.14A.070 ADA accessibility.**
- 4.14A.080 Insurance Requirements.**
- 4.14A.090 Hold harmless.**
- 4.14A.100 Appeal.**

4.14A.010 Purpose.

The purpose of this chapter is to establish reasonable regulations and permit requirements for right-of-way uses other than transportation, which are temporary in nature and do not involve permanent ground disturbance activities, including, but not limited to, streateries, parklets and sidewalk cafés. The requirements of this chapter do not apply to right-of-way uses that are separately regulated or permitted under this or other titles of Ellensburg City Code.

4.14A.020 Definitions.

In this chapter, the following definitions shall apply:

“Applicant” means any person who seeks a right-of-way use permit from the city under this chapter.

“City” means the city of Ellensburg.

“Director” means the community development director of the city of Ellensburg.

“Parklet” means the use of the public right-of-way designed to be used as a gathering space which is free and open to the public.

“Permit” means a permit issued by the community development department pursuant to this chapter.

“Right-of-way” means land acquired or dedicated for use as a public road, street, alley, and/or sidewalk, regardless of whether such land has been opened or improved for such use.

“Sidewalk café” means tables, seating, and other amenities such as umbrellas, landscaping or fencing adjacent to a lawfully operating business establishment in or on the public sidewalk, maintained by the owner of such establishment for the use of patrons of the business.

“Streatory” means the use of the public right-of-way, typically in a vehicle parking space, that has been designed to allow for food and beverage services.

“Traffic” means circulation or movement of vehicles, bicycles, and pedestrians.

4.14A.030 Right-of-way permits; applications.

A. Permit required. A right-of-way permit is required to use any portion of city right-of-way for streateries or parklets. Sidewalk café permits are issued separately pursuant to section 4.14A.060, below. This chapter does not include right-of-way construction permits required under chapter 4.06 of the Ellensburg City Code.

B. Application; permit renewal. A completed “Application for Right-of-Way (Streatory/Parklet) Permit” must be submitted for any use of the right-of-way for streateries or parklets. Permits are issued for a maximum of one year but are renewable as set forth in subsection (6), below. The application shall comply with the following requirements:

1. Payment of a \$50 non-refundable application fee required for the administrative costs associated with the permit request process.
2. A clear dimensional sketch and description of the location within the public right-of-way proposed for use. The boundary description shall also include the square footage of the request. Any temporary structure greater than 200 square feet or enclosed on two or more walls requires a building permit.
3. The requested permit period (if less than one year).
4. No more than four parking stalls per block (including both sides) shall be used for any combinations of streateries and parklets.
5. An application for a streatory permit shall be submitted to the community development department. City review of an application will be completed within thirty (30) days of receipt of a complete application and include review by other city departments and the fire marshal, as appropriate. The director may extend the review period when reasonably necessary because additional information is required from the applicant and may issue the streatory permit with any conditions necessary that are consistent with the requirements of this chapter.

6. A streatory or parklet permit may be permitted for up to twelve (12) months. A permit holder may reserve the right to reapply for a streatory permit following a break in operation of up to five (5 months) by submitting a written request to the community development department no later than thirty (30) days in advance of a current permit expiration.

7. Any Streatory or parklet permitted under temporary regulations as of June 1, 2022 is exempt from the requirements of this section, except application and fees.

4.14A.040 Streateries.

Streateries are subject to the following requirements:

A. A streatory may be permitted as a temporary type of right-of-way use in the parking stalls of any public one-way street within the downtown core on a block where restaurant service is provided. Streateries may be located on one-way streets between Water Street and Ruby Street, and between 1st Avenue and 5th Avenue.

B Streateries must meet applicable city and state statutes, including for fire, electrical, and building safety, as well as for liquor service and other applicable agency requirements. Maximum structure height is twelve (12) feet.

C. Streateries must be operated in a manner that complies with health district standards for food and beverage service or with this chapter, whichever is stricter.

D. The fee for a streatory permit is based on the number of parking stalls being utilized in the city right-of-way. The fee shall be \$25.00 per parking stall, per month. Fees shall initially be paid with the permit application for the entire permit period, and thereafter at the start of any renewal period.

E. As temporary structures located in city right-of-way, streatory applications shall be reviewed by the Landmarks and Design Commission only for consistency with the commission's criteria for such structures, as approved by the city council. The commission shall make a recommendation to the director on whether to approve the application.

F. Any streatory or parklet permitted under temporary regulations as of June 1, 2022 is exempt from the requirements of this review, but are still required to pay any bond, permit renewal, and right-of-way use fees. Any subsequent changes to the size or structure of an existing streatory may be subject to additional review under this chapter.

G. Location.

1. A streatory must be located fully or partially adjacent to the business that it serves; provided, that if the business is not adjacent to one or more suitable parking spaces,

another business or property owner whose location is adjacent to the applicant may give its written permission for the parking space in front of it to be used for a streateries.

2. Streateries shall be located entirely within the approved space(s) and shall not extend to within two feet of the travel lane of the public right-of-way to allow for a required clear zone/buffer between the outside edge of any streateries and the travel lane. The travel lane is defined as the area between the end of the marked diagonal parking stalls on both sides of the street.

3. Streateries shall not be located in ADA parking stalls, in front of fire hydrants or bus stops, or over the top of city storm catch basins, water valve, gas valve, electrical vault, or sewer manhole.

4. Where only one parking stall exists between two streateries, or a streateries and parklet, on a block face, each of the two streateries (or streateries/parklet) must be set back at least one foot from the intervening parking space.

H. Other Site Requirements.

1. Streateries must be protected at their end(s) from any adjacent vehicle parking space by a city-approved barrier. Each barrier must include adequate lighting or reflective markings, as approved by the city engineer, for nighttime visibility to drivers.

2. Screening is required on the streateries side that is adjacent to and parallel with the traffic lane.

i. Screening shall be at least 30 inches high and primarily consist of: (1) lattice, picket, or solid fencing; (2) fabric or membrane material; or (3) containerized plantings where the container is at least 30 inches in height.

ii. Between three (3) and eight (8) feet in height, any screening from the traffic lane must allow for views into the streateries to ensure sight visibility between parked vehicles and vehicles in the travel lane.

iii. An applicant may propose a different material that provides both external views and a sense of separation, subject to approval by the director.

iv. Reflecting markings or lighting, as approved by the city engineer, are required along the traffic side for nighttime visibility to drivers.

3. All tents, canopies, fabric screens, and umbrellas are subject to approval by the building official for any structural requirements and by the fire marshal for flame-retardance. Tents and canopies must be fully open to the air on at least one side. If the open side is less than eight linear feet wide, a second side must have ventilation.

4. Fuel-burning heaters and open flames, such as candles, torches and fire pits, are not allowed within three feet of any fabric (including tents and canopies) unless approved by the fire marshal.

5. Follow all relevant fire and electrical code requirements. All electrical service shall be installed overhead at a minimum height of eight (8) feet and used for lighting purposes only. Sidewalks must be free of trip hazards.

I. Signage. No more than one sign shall be allowed on commercial structures in city right-of-way, as permitted under this chapter. The sign must be no greater than 18 inches in length and eight inches in height and must not be internally lit nor have components that wave or otherwise appear to move. Signs shall not be attached to the ground, but may be attached to or part of the structure so long as it does not interfere with traffic or sight visibility.

J. Maintenance. The permittee is responsible for maintenance of all streatory components, including surface and furniture cleaning, and keeping the area underneath and adjacent to the streatory free of obstruction so that stormwater can flow freely at the curb.

K. Installation and Removal.

1. The permittee is responsible for providing and installing all components of the streatory and for removing the components when the permit has expired. No permanent attachments to the street or sidewalk are allowed.

2. The city may also require removal of the streatory, as needed, to address emergency conditions or infrastructure maintenance or repair. When possible, the city will provide a 90-day written notice for scheduled maintenance.

3. The permittee is responsible the moving of the streatory for emergencies or scheduled maintenance. If the streatory is not moved by the permittee as requested by the City, all costs incurred by the city to remove or relocate structures due to emergency and/or scheduled maintenance are the responsibility of the permittee.

L. City staff may provide additional details or guidance for permittees to implement this section, consistent with direction from the city engineer and the community development director or their respective designees.

M. Permit revocation; removal.

1. Permits approved under this chapter are temporary and shall not create any property interest or vested rights, and may be revoked at the sole discretion of the city upon thirty (30) days' written notice. The city may also revoke a permit without notice if it finds that the permit has been issued based upon false information, when the permittee exceeds the scope of the permit, or the activities occurring under the permit are found to cause

unreasonable impacts to public health, safety or welfare or city operations and maintenance, or a structure has not been constructed, maintained or used in accordance with the provisions of this chapter.

2. Permits may also be revoked if:

- a. Following written notice of the lapse of insurance policy required to be maintained by under this chapter, the permittee fails to supply a valid certificate of insurance within seven (7) days of notification by the city of the lapse; or
- b. Following written notice of the non-payment of an annual application fee, renewal fee, or fees for the exclusive use of the right-of-way, the permittee fails to bring fees/account current within seven (7) days of the notice.

3. The structural components of a streatory must be completed and approved by the city (if required) within 30 days of street use permit approval or the commencement of operations, whichever is first, or the city may revoke the permit to avoid leaving the parking space unavailable for use. A notice of potential revocation shall be provided by the city to the permittee at least ten (10) days in advance of revocation.

4. If any such structure, obstruction, use or occupancy is not discontinued following notice of revocation by the city, the city engineer may remove any structure or obstruction, or make such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, at the expense of the permittee, and such expense may be recorded as a lien and otherwise collected in the manner provided by law.

N. Bond. Streatory permit applicants shall post a refundable cash bond to secure removal of the streatory, at the time of application, in the amount of one thousand dollars (\$1,000). The bond shall not relieve the permit holder from payment to the city of any expenses in excess of the bond amount incurred by the city for removal of the streatory.

4.14A.050 Parklets.

A. Location. A parklet may occupy up to two parking stalls or loading zone space located at either end of a city block and adjacent to a traffic bump-out node but does not include any structural components such as a roof or walls. No food or beverage services or other commerce is allowed within a parklet.

B. Permission required. A parklet permit may be issued to a business or non-profit organization with the written permission of the adjacent business. The permit holder is responsible to maintain the space according to the standards set forth in this chapter.

C. Fencing required. Parklets must have fencing of between 30 inches to 36 inches high that encloses both sides and the end facing the street. Allowed fencing includes: 1) lattice, picket, or

solid fencing; (2) fabric or membrane material; or (3) containerized plantings where the container is at least 30 inches in height, but not exceeding 36 inches in height. Any fencing or screening from the traffic lane above 36 inches in height must allow for views into the parklet to ensure sight visibility between parked vehicles and vehicles in the travel lane.

D. No signage. No signs shall be allowed on or in parklets.

E. Fee. In addition to the application fee, parklets require an annual fee of \$25 payable prior to the renewal of a parklet permit.

4.14A.060 Sidewalk café permit.

Sidewalk cafés are subject to the follow requirements:

A. Permit required. A sidewalk café permit (“sidewalk use permit”) is required for use of a limited portion of city sidewalk area for the service of food and beverage (“sidewalk service area”) as an extension of the applicant’s business fronting directly upon said sidewalk. The sidewalk use permit allows for the placement of tables and chairs only, and related barriers when required in conjunction with the service of alcoholic beverages.

B. Application required. A completed “Sidewalk Use Permit” application must be submitted for any business use as a sidewalk service area as an extension of the applicant’s business fronting directly upon said sidewalk area. Application can only be made by the owner of such business.

1. Clear dimensional plans shall depict the proposed location of all tables, chairs, and barriers (when required), as well as the location of all present fixed and moveable objects located in or upon the affected sidewalk area shall be submitted with the application. The plans shall include specific measurements of all distances between the various tables, chairs, barriers, objects, curb and adjacent building or property line.

2. City review of an application will be completed within thirty (30) days of receipt of a complete application and include review by other city departments and the fire marshal, as appropriate. The director may extend the review period when reasonably necessary because additional information is required from the applicant and may issue the sidewalk use permit with any conditions necessary that are consistent with the requirements of this chapter.

C. General provisions.

3. Placement of tables, chairs, and any barriers must allow for a minimum of five linear feet (5’) of unobstructed passage for passersby between any table, chair or barrier and the outside edge of the sidewalk, and between any table, chair or barrier and any other object located in or upon the sidewalk.

4. Table size limitations. Tables may be circular, square, or rectangular only, and no side or diametrical dimension of such a table shall exceed thirty-two inches (32") in length.
5. The number of chairs authorized for use under this permit shall not exceed twice the number of tables placed for use under this permit.
6. There shall be a maximum of one table and two chairs for each ten (10) linear feet of the permittee's business fronting directly upon the sidewalk.
7. All tables, chairs and barriers placed on the sidewalk under this permit must be directly visible from the interior of the business.
8. The allowed hours of use of the sidewalk service area shall be 7:00 a.m. to 10:00 p.m.
9. The placement, use and removal of all tables, chairs and barriers authorized by this permit shall be at no cost to the city.
10. A sidewalk café must be ADA-accessible. A wheelchair user must be able to access at least one seat at a table, unless the business has other dining that is ADA-compliant and available for customer use.
11. The permittee, and permittee's officers and employees, shall comply with all applicable local, state, and federal laws, ordinances and regulations.

D. Additional provisions when alcoholic beverages are served in a sidewalk café area. The permittee's use of the sidewalk café area identified may include the service of alcoholic beverages if the following additional provisions are satisfied:

1. The sidewalk café area shall have a perimeter barrier during all hours of use, and the barrier shall be at least forty-two inches (42") in height. The barrier shall consist of a physical structure, such as a folding metal gate or moveable fence, that bars movement between two areas. Barriers may not be affixed to the sidewalk nor may the sidewalk be disturbed in any way.
2. Service of alcoholic beverages and use of the sidewalk service area must be in accordance with all applicable provisions of Chapter 66 RCW ("Alcoholic Beverage Control") and Title 314 WAC ("Liquor Cannabis Board").

E. Fees. The fee for a sidewalk café is based on the number of tables placed on the city sidewalk. The annual fee shall be twenty-five dollars (\$25.00) for each table authorized for use, due and payable at the time of issuance of the permit. There shall be no pro-ratio or refund of fees for only a portion of a year, regardless of the reason the use is for less than a full year.

F. Revocation and Removal.

1. A sidewalk café permit is non-assignable revocable and may be terminated, revoked or suspended at the sole discretion of the city upon thirty (30) days' written notice. No vested rights shall accrue to the applicant hereunder.
2. Except in cases of emergency, in which case no prior notice need be given to revoke or suspend the use herein permitted, the city will give permit holder thirty (30) days' advance notice of the effective date of the termination, revocation or suspension of this permit.
3. Permittees are required to remove its property from the city's sidewalk upon city termination, revocation or suspension of this permit. Permittee shall be liable for all costs of removal and storage incurred by city, and any unclaimed property will be deemed abandoned in accordance with applicable state law.
4. In the event the city suspends, revokes or terminates this permit, requiring removal of the permittee's property, permittee shall not be entitled to any compensation.

G. The provisions of 4.14A.080, 4.14A.090 and 4.14.A.100 shall apply to sidewalk cafes.

4.14A.070 ADA accessibility.

A. A streatory must be ADA-accessible. Platforms must be ADA-accessible from the public sidewalk and upon entering the streatory, a wheelchair user must be able to access at least one seat at a table on the platform. Exception: A streatory may be allowed without a platform if the business has other dining that is ADA-compliant and available for customer use.

B. Parklets must include street access or ADA-accessible ramps that allow transition from the sidewalk into the parklet.

4.14A.080 Insurance Requirements.

A. The applicant for any permit under this chapter shall provide commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, a certificate of insurance naming the city as an additional insured, with respect to liability, and providing that it shall be primary as to any other policy of insurance. Certificates of insurance and all necessary endorsements shall be submitted to the city for approval prior to permit issuance. Acceptability of insurance is subject to approval by the office of the city attorney. The applicant is responsible for ensuring that insurance requirements as detailed herein, or as may be revised, are maintained throughout the duration of the permitted right-of-way use. The director, in consultation with the city attorney, may waive or modify the insurance requirements contained herein when the permitted activity poses minimal risk to persons and property.

B. If alcohol service is permitted in the right-of-way use by the Washington State Liquor and Cannabis Board, the permittee shall procure and maintain for the duration of the permit Liquor

Liability insurance in the amount of not less than \$1,000,000 per occurrence. The city must be named as an additional insured on the Liquor Liability insurance.

4.14A.090 Hold harmless.

As a condition to the issuance of any permit under this chapter, the applicant shall execute and deliver to the city upon a form approved by the city attorney and agreement to defend, indemnify and hold harmless the city, its officers, employees and agents, for any and all suits, claims or liabilities caused by, or arising out of, any negligent acts or omissions or intentional misconduct of the applicant, its officers, agents, or employees in connection with the right-of-way use.

4.14A.100 Appeal.

Except for revocation of a permit by the city pursuant to sections 4.14A.040(M)(1) or 4.14.060(F)(1), any affected person may appeal the interpretation, implementation, and/or decision of the city concerning any aspect of this chapter to the city clerk. The appeal notice shall be in writing and submitted to the hearing examiner within 10 calendar days of the date of the action or decision being appealed. The notice shall include, at a minimum, the following information: name, address, telephone number of applicant, location and type of right-of-way use involved in the appeal, decision being appealed, reference to any applicable code or ordinance, and a concise statement of the reasons for the appeal.

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 _____ day of June, 2022.

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. **** is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. **** was published as required by law.

BETH LEADER



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 6, 2022

Item Title/Agenda Subject: Resolution Amending Job Title and Wage for the Development Coordinator Position in Public Works & Utilities

Submitted by: Lisa Young Human Resources

Recommended Action or Motion: Adopt the proposed Resolution Amending Job Title and Wage for the Development Coordinator Position in Public Works & Utilities.

Background/Summary: Public Works & Utilities has identified a professional growth and succession opportunity for their Public Works & Utilities Division. Human Resources worked with Public Works & Utilities Management and the Union to reach a tentative agreement, which will be ratified by a Memorandum of Understanding once the Resolution has been approved by Council.

Previous Council Action: The City Council has historically supported professional growth and development of City staff.

Analysis: The Development Coordinator and Engineering Tech I (Office) positions are currently supervised by the City Engineering Services Manager and/or Assistant City Engineer, and complex design plans are handled by the Engineering Services Manager. It is the desire of Public Works and Utilities Management to shift complex design plan review and supervision of the Engineering Tech I (Office) to the Development Coordinator, necessitating a title change to PW Development Supervisor and implementation of a new wage.

Financial Impact: The new 2022 wage will be \$7,020 monthly. The pay increase will occur in two steps. The initial change will increase the pay from \$6,382 to \$6,669 monthly. The monthly impact of this change is \$287 per month with a six-month impact of \$1,722, which can be absorbed by the department's current budget. Upon successful completion of a six-month trial period, the pay will increase to \$7,020. This results in a total monthly increase of \$638 from the original rate of pay. The total base wage

impact for 2022 is approximately \$2,200.

Attachments:

[2022 Union Pay Resolution - OPEIU - PW - 06.06.2022](#)

RESOLUTION NO. 2022-

A RESOLUTION amending the job title and wage for the Development Coordinator position in Public Works & Utilities, which is covered by a Collective Bargaining Agreement (CBA) with the Office of Professional Employees International Union (OPEIU) No. 8 for the period of January 1, 2020 through December 31, 2022.

WHEREAS, Public Works & Utilities has identified a professional growth and succession opportunity in their Public Works & Utilities Engineering division; and

WHEREAS, the Development Coordinator and Engineering Tech I (Office) currently report directly to the City Engineering Services Manager and/or Assistant City Engineer, and complex design plans are handled by the Engineering Services Manager; and

WHEREAS, the responsibilities of supervising the Engineering Tech I (Office) position and performing complex design plan review will now reside with the Development Coordinator, necessitating a title change to PW Development Supervisor, and an increase in pay;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The current Development Coordinator position title and wage shall be amended for 2022 as follows:

Position Title	2022 Wage
Development Coordinator (current)	\$6,382
PW Development Supervisor (new)	\$7,020

Section 2. The wages for the PW Development Coordinator will be adjusted in two steps; to 95% of the new pay upon transition, and to 100% of the new pay upon successful completion of a six (6) month probationary period.

Section 2. Human Resources has worked with Public Works & Utilities Management and Union Representatives regarding this change, which was tentatively agreed to on May 13, 2022.

Section 3. The new wage will become effective on June 7, 2022; a Memorandum of Understanding (MOU) will be prepared to ratify these actions with the Union, and all remaining terms and conditions of the CBA remain in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the ____ day of _____, 2022.

Mayor

Attest:

City Clerk



MANAGER'S REPORT

DATE: June 6, 2022
To: Ellensburg City Council
FROM: Heidi Behrends Cerniwey, City Manager

1. City Exploring Bipartisan Infrastructure Law Projects.

Also known as the Infrastructure Jobs Act, the federal Bipartisan Infrastructure Law was signed in November 2021 with specific set-asides for rural communities. The notices of funding opportunities (NOFOs) are beginning to roll out and guidance on these programs is emerging. Both loans and grants are available to target infrastructure: affordable, high-speed internet; safe roads and bridges; modern wastewater systems; clean drinking water; reliable and affordable electricity; and good paying jobs. The funding is spread over five years with the intent to make a long-term impact and thoughtful investments. There are provisions for loan forgiveness for disadvantaged communities. City staff are tapping into trusted resources to explore options for projects in early funding cycles and to tap partnerships for projects in the queue for future cycles to maximize competitiveness.

2. Council Funded Grant Program.

The application process for the Council Funded Grant Program is underway for 2023 awards. The four grant programs include:

<u>Program</u>	<u>Administered By</u>
Community Grants	City Council Sub-Committee
Park Partnerships	Parks and Recreation Commission
Water Quality Grants	Environmental Commission
Historic Preservation Grants	Landmarks and Design Commission

Information and application materials for each program are available on the City's website at www.ci.ellensburg.wa.us. The application deadline for all four grant programs is **August 31, 2022** for 2023 funding.

3. Arts Commission Grants.

The Ellensburg Arts Commission invites artists and organizations to submit a request for funding for art projects in the City of Ellensburg. All artistic disciplines are welcome to apply for grants between \$100 and \$2,500. The application deadline for all four grant programs is **August 31, 2022** for 2023 funding.

3. Request to Set a Public Hearing for Six Year Transportation Plan Update for 2023-2028.

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. Staff requests that Council set a public hearing on June 21, 2022, to consider the plan for 2023-2028.

4. Unity Park Design Open House on June 8.

Members of the public are invited to participate in an open house event at Unity Park on Wednesday, June 8, from 5:00 p.m. to 6:30 p.m. The event is located at Unity Park, corner of 4th Avenue and Pearl Street. At the event, consultant Walker/Macy and staff will present conceptual drawings and gather input from Downtown businesses and community members. This is a drop-in event open to the public, no registration is necessary. Future opportunities to provide input will be posted through City media.

5. Touch-a-Truck Event.

In celebration of National Public Works Week, and after a two-year hiatus due to the Coronavirus, the City's Public Works and Utilities Department is excited to once again be hosting the Touch-a-Truck event. This year's event will be held on Wednesday, June 22nd, from 11:00 a.m. to 2:30 p.m. at Rotary Park. Anticipated participants are:

- o City of Ellensburg Street, Water, Sewer, Stormwater, Parks Maintenance, Gas, and Light Divisions
- o National Public Works Mascot PW Paws
- o City of Ellensburg Library Department
- o City of Ellensburg Police Department
- o City of Ellensburg Transit
- o Kittitas County Corrections Department
- o Kittitas County Public Works
- o Kittitas County Regional Tactical Response Team
- o Kittitas County Search & Rescue
- o Kittitas County Sheriff's Department
- o Kittitas Valley Fire and Rescue
- o 811 – "Call Before You Dig"
- o U.S. Forest Service and Smokey the Bear
- o Washington State Department of Fish & Wildlife
- o Washington State Department of Natural Resources
- o Washington State Department of Transportation
- o Waste Management
- o Youth Services of Kittitas County

The Kittitas County Chapter of the Evergreen Mountain Bike Alliance, in partnership with local bike shops, will be conducting a "Bike Rodeo" at the Touch-a-Truck event. Bicyclists ages 5 to 12 can participate in a skills course and non-competitive fun, as well as have their bikes inspected and tuned-up, and their helmets fitted.

The morning of and during the Touch-a-Truck event, the City Public Works and Utilities Department will be closed to the public. This closure will allow employees to be onsite and assist in another successful event.