

CITY COUNCIL AGENDA

June 3, 2024



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

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_-ZquykNaTIC0vNhFMwW4oA

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

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

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAAccordinator@ellensburgwa.gov.

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

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

Public comment on Non-Agenda Issues (Item No. 7) is limited to a combined total of thirty (30) minutes unless Council votes to extend the time. Testimony or comments will be accepted in the following manner:

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).***
 - a) Anyone wishing to provide public comment on ***Non-Agenda Issues*** (Item No. 7 on the Agenda) must: 1. Register via the Zoom link by no later than 24 hours prior to the meeting; and 2. Provide a description in the Zoom registration form of the topic upon which they wish to speak with sufficient detail to allow the Mayor to determine whether it pertains to City business or a matter over which Council has control.
 - b) Anyone wishing to speak on ***all other Agenda items*** where it specifically states “Public Comment Opportunity” must register prior to 7 p.m. the day of the meeting.
2. Join the meeting early, as you may need to download the app in advance to participate. Once you’ve joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
5. If you wish to speak on an agenda item, you must:
 - a) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - b) Raise your “virtual hand” in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
6. Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, June 3, 2024
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session (No Public Comment)

- A Review of Draft Ordinance to Regulate Banners, Flags and Decorations in the Right-Of-Way 7

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

- 2.A LGBTQ+ Pride Month 2024 21

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

- 5.A Approve Minutes of May 20, 2024 Regular Meeting 22

- 5.B Acknowledge Minutes of Boards and Commissions 27

- 5.C Approve University Way Banner Request from CWU - SOURCE for May 16-19, 2025 59

- 5.D Amendment of Shelter contract with Yakima Humane Society 60

- 5.E Resolution 2024-15 Approving Stalder Holdings, LLC Street Tree Removal Request at 101 W Washington Avenue 63

- 5.F WA Families Clean Energy Credits Grant Contract (24-52242-009-City of Ellensburg) 69

- 5.G Fourth Amendment to the Affordable Housing Agreement with 113 West Bender

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11.A	Art Commission Request to Utilize Commission Reserve Funding to Secure and Support a New Permanent Piece of Artwork for Unity Park (Public Comment Opportunity)	182
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12.B	Councilmembers' Reports (No Public Comment)	

13. Executive Session

14. Adjournment



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Review of Draft Ordinance to Regulate Banners, Flags and Decorations in the Right-Of-Way
Submitted by: Terry Weiner, City Attorney/Assistant City Manager
Department: City Attorney

Suggested Motion/Action:
For discussion purposes only.

Background/Summary:
Staff have been working both internally and with community stakeholders on new regulations for banners, flags, and decorations in the City's right-of-way.

Previous Council Action:
Previous City Council study sessions were held on January 3, 2023 and October 2, 2023 to review the legal aspects associated with regulation of banners, flags, and decorations in the City right-of-way.

Analysis:
A draft ordinance will be reviewed for comments and feedback from Council.

Financial Impact:
N/A

Budget Adjustment: No

Attachments:
1. DRAFT Banner, Flags & Decorations Ordinance (DRAFT 06-03-24)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG,
WASHINGTON, RELATING TO

WHEREAS,

WHEREAS,

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

**Section 1. A new chapter entitled “3.44 BANNERS, FLAGS AND DECORATIONS
IN THE RIGHT-OF-WAY” is hereby added to Title 3 of the Ellensburg City Code to read
as follows:**

3.44

Banners, Flags and Decorations in the Right-Of-Way

Sections:

- 3.44.010 Purpose.**
- 3.44.020 Compliance with chapter.**
- 3.44.030 Definitions.**
- 3.44.040 Locations for banners, flags and decorations.**
- 3.44.050 Permit.**
- 3.44.060 Application for permit; time for submission, criteria, and fee.**
- 3.44.070 Community events; sponsorship.**
- 3.44.080 Permit conditions.**
- 3.44.090 Licensed installer—proof of insurance—hold harmless.**
- 3.44.100 Official flags at city hall and other city buildings.**
- 3.44.110 Commemorative flags.**
- 3.44.120 Violation and penalties.**

3.44.010 Purpose.

A. The purpose of this chapter is to ensure the aesthetic character of the city and to promote the public health, safety and general welfare of its residents, by permitting the limited display of banners, street flags, and decorations over or on specific streets, streetlights or other poles, and sidewalk locations in the city's public right-of-way.

B. This chapter is also intended to avoid visual clutter that may adversely impact traffic and pedestrian safety or be adverse to business opportunities and the city's appearance, to prevent and abate public nuisances, and promote community-wide opportunities and activities within the city.

C. Except as otherwise provided in this chapter, the purpose of permitting street banners, vertical banners, street flags, and decorations in the city right-of-way is to allow for the display of public service messages and announcements promoting community events taking place within the city of Ellensburg and sponsored by government, nonprofit or other charitable organizations. Display of banners, flags and decorations in the city right-of-way as provided in this chapter is for the use and benefit of the city of Ellensburg in its exercise of government speech. None of the city's locations for street banners, vertical banners, flags or decorations shall constitute or be used as a public forum or in any manner as an open place of public expression.

D. The requirements of this chapter do not apply to banners, flags or decorations used as signs and regulated under the city sign code, chapter 3.12 of the Ellensburg City Code.

3.44.020 Compliance with chapter.

A. It is unlawful for any person, firm or corporation to erect, construct, place, attach to, or in any way suspend from any building, light pole standard, support wires, telecommunication or telephone wires in a city right-of-way any street banners, vertical banners, street flags, decorations, or other decorative material, without first receiving a valid permit issued by the city of Ellensburg, and other than in a city-approved location.

B. This chapter shall not apply to banners, flags, or decorations of any type installed by the city.

3.44.030 Definitions.

"Banner" means a display similar in shape and size of a flag that is representative of an entity, organization or event authorized under this chapter other than a governmental jurisdiction, and includes both street banners and vertical banners, but do not include any banner regulated as a sign under Chapter 3.12 ECC.

“City-sponsored event” means an event for which the applicant:

1. is the city of Ellensburg, or one of its departments, divisions, committees, boards or commissions;
2. has an intergovernmental relationship with the city of Ellensburg or an organization for which the city is a member; or
3. is funded in whole or part by the city of Ellensburg.

“Community event” means a recreational, entertainment, educational, charitable or similar event intended and held for the benefit of the entire community, and which is open to attendance by the entire community.

“Decoration” means pennants, balloons, decorative flags and other such temporary displays which are displayed on the exterior surface of a building or lot of record. Decorations as defined herein shall be distinguished from other types of banners, flags and posters by their wide variety of shapes and forms and their lack of letters or figures that display a message which is intended to be read by those who view the decoration.

“Decorative flag” means any flag that is not an official flag.

“Decorative material” means any material that is ornamental and not required for the functionality of the item upon which the material is placed. Decorative material includes, but is not limited to, lights, fabric, streamers, vines, branches or other greenery used for a decorative purpose, streamers, or material used to embellish a sign that does not lie flush with the sign itself or exceeds the sign’s dimensions.

“Decorative purposes” means for the purpose of decoration, rather than advertising or promoting an activity, organization, event or a public service message. Examples of decorative purposes are lights and decorations for various holidays, or the installation of vines, plants or other items to commemorate the changing of the seasons.

“Director” means the public works and utility director, or their designee, of the city of Ellensburg.

“Installer” means a person or entity who physically hangs the vertical banner, flags or decorations over the public right-of-way and who has the required skill and equipment to

properly and safely hang the street banner, and who is licensed to perform such installation pursuant to Chapter 3.12 ECC.

“Official flag” means the U.S. flag, the Washington State flag, the POW/MIA flag, and the official flag of other governmental jurisdictions such as city, state or national flags being flown at city buildings and facilities, but does not include the U.S. Flag when being flown on poles in the right-of-way installed by a local community service organization(s).

“Right-of-way” means land dedicated to, or owned by, the city and held open for public travel and includes, but is not limited to, city roads, streets, sidewalks and alleys.

“Street banner” means a non-illuminated sign consisting of fabric and containing a public service message or community event announcement which is hung across a public right-of-way at an approved location.

“Street flag” means any non-decorative flag which is not an official flag and which is placed in existing flag post holes in the public sidewalk or hung from a streetlight or other pole in the city right-of-way.

“Vertical banner” means a street banner, consisting of fabric and containing a public service message, a community event announcement or approved decorative images, which is hung vertically in public right-of-way, typically from a streetlight or other pole.

3.44.040 Locations for banners, flags and decorations.

A. Street banner. The following locations have approved poles and supporting wires for street banners, and are the only locations within the city authorized for display of street banners:

1. West 4th Avenue between Main Street and Pearl Street; and
2. East University Way between North Wildcat Way and North Chestnut Street.

B. Streetlight Pole Locations for Vertical Banners, Street Flags and Decorations.

1. Streetlight poles with existing individual brackets for vertical banners, street flags or decorations are located within the areas zoned Central Commercial (CC), Central Commercial II (CC II), Commercial Highway (CH) and Public Reserve (PR).
2. Flag Post Locations in Sidewalk Right-of-Way. Street flags may be posted where flag post holes have been installed in sidewalks in the city right-of-way.

3. Maps of streetlight poles and flag post holes appropriate for use as permitted in this chapter shall be made available by the public works and utilities department.

3.44.050 Permit.

Permits for the installation of street banners, vertical banners, street flags or decorations shall be issued only when permission has been granted as set forth in this chapter.

3.44.060 Application for permit; time for submission, criteria, and fee.

A. Application to Be Submitted by Qualified Applicants. Applications to hang a street banner, vertical banner, street flag or decoration shall be accepted only from qualified nonprofit organizations meeting the following criteria:

1. An organization that maintains an office or other presence in the city of Ellensburg; and
2. The organization has obtained IRS certification as tax exempt; and
3. The organization is the primary organizer of a community event or city-sponsored event.

B. Time for Submission of Application. Permit applications, along with applicable fees, shall be submitted not more than twelve months nor less than thirty days prior to the proposed installation of the street banner, vertical banner, street flag or decoration. Notwithstanding the foregoing, the Ellensburg Rodeo Association shall have the exclusive right to apply for use of the vertical banners and flags regulated by this chapter for the period of three weeks prior to the start, and one week after completion, of the Ellensburg Rodeo.

C. Contents of Application. The permit application shall be in writing and shall contain the following information:

1. Date(s) of event;
2. Name and purpose of event;
3. Date of installation of street banner, vertical banner, street flag or decoration, and date of removal;

4. Proposed location for street banner, vertical banner, street flag, or decoration;
5. Inclusion of draft artwork and/or photographs, sample specifications and message to be printed on the street banner, vertical banner or street flag, together with any acknowledgement of sponsors and/or sponsors' logos;
6. Documentation of IRS tax-exempt certificate, if applicable;
7. Contact person, name, email address and phone number;
8. Any other information deemed necessary and appropriate by the director; and
9. Name, address and contact information of licensed installer, if any.

D. Application Review.

1. Application for Vertical Banners, Street Flags or Decorations.

- a. Upon the receipt of said application for vertical banners, street flags or decorations, the director shall review the application for compliance with the provisions of this chapter, and whether the installation of the vertical banner, street flag or decoration will be likely to constitute a hazard to the safety of the residents of the city of Ellensburg.
- b. The director may order the issuance of a permit if, in the exercise of their judgment and discretion, the director determines, in consultation with appropriate city staff, that the proposed vertical banner, street flag or decoration is compliant with the provisions of this chapter and that installation thereof, as proposed, could be made and thereafter maintained with reasonable safety.
- c. The director may approve, deny or require modification of the proposed vertical banner(s), decoration(s) or flag(s) to meet the requirements of this chapter. Notwithstanding the foregoing, the director may refer any application under this section to the city council at the next scheduled council meeting for consideration of whether it should be approved.

1. Application for Street Banner.

- a. An application for the use of street banner shall be filed with:

- 1) Central Washington University Scheduling Services for the University Way location; and
- 2) with the director for the W. 4th Avenue and N. Pearl Street location.

b. An application for a street banner requires review and recommendation for approval or denial by the director to the city manager, who may approve, deny or require modification of the proposed street banner to meet the requirements of this chapter.

c. Street banners affiliated with Central Washington University shall have scheduling priority for the University Way street banner location.

F. Fees. The application and permit fee, if any, shall be included in the city of Ellensburg fee schedule adopted by city council by resolution. Fees for the University Way street banner location shall be established by Central Washington University.

3.44.070 Community events; sponsorship.

A. Except as otherwise set forth below, street banners, vertical banners, flags and decorations shall be used only to promote community or city-sponsored events within the city of Ellensburg, and not solely for the promotion of the organization or its products or services. No requests shall be approved for banners or street flags promoting the following types of events:

1. Commercial product sales, services or events;
2. Advocating for or against a particular political party, candidate for office or ballot proposition; or
3. Religious events or services that promote or promulgate any particular religious belief, creed, tenet or denomination. Banners or flags for non-denominational or fundraising events sponsored by religious and other nonprofit organizations may be permitted so long as they are for the promotion of community events and not advertising of the organization or its products.

B. Commercial Sponsorship. A banner or street flag may include a portion acknowledging a commercial sponsor of the banner or the community or city-sponsored event. Such acknowledgement may contain a representation of the sponsor's logo, but such acknowledgement or logo shall not comprise the primary message of the banner. The city reserves the right to approve, modify or reject the content of each banner or street flag, including but not limited to placement and size of sponsorship acknowledgements and logos.

3.44.080 Permit conditions.

A. Street Banners.

1. Street banners shall conform to the size, material and hardware requirements published by Central Washington University (for the University Way location) or the city's Public Works & Utilities Department (for the W. 4th Avenue and N. Pearl Street location).

2. Installation and Removal. Street banners may only be installed and removed by authorized city staff for the W. 4th Avenue and N. Pearl Street location and by authorized Central Washington University staff for the East University Way location.

B. Permit Duration. Permits shall be valid for a maximum period of two weeks with the exception that flags, vertical and/or street banners associated with the Ellensburg Rodeo shall be valid for four weeks, and holiday decorations for a reasonable period of time determined in the sole discretion of the city. Requests for permit extensions will be considered by the director based on other permit applications that are pending or approved.

C. Removal. Vertical banners, street flags or decorations must be removed no later than three days after the permit expiration date. If such items are not removed, they will be removed by the city and any costs associated therewith shall be paid by the permit holder.

3.44.090 Licensed installer—proof of insurance—hold harmless.

A. Before any permit shall be issued to a licensed sign installer for the installation of banners, flags or decorations, the licensed sign installer shall provide the city with proof of licensing under ECC 3.12.140(a) and a certificate of insurance as proof of commercial general liability insurance as required by 3.12.140(b).

B. Installation of any vertical banner, flags or decorations shall be in conformance with hardware and other installation requirements promulgated by the public works and utilities department.

C. No permit shall be issued pursuant to this chapter until the applicant has executed an agreement whereby the applicant agrees to defend, indemnify and hold harmless the city and any of its officers, agents and employees from any and all liability resulting from the granting of said permit. The form of agreement shall be provided by the city.

D. This section shall not apply to street flags; however, installation of new holes in the right-of-way shall require prior notice to the Public Works & Utilities department.

3.44.100 Official flags at city hall and other city buildings.

A. It is the policy of the city of Ellensburg to correctly honor the flags of the United States, the state of Washington, the POW/MIA recognition, and flags of other governmental entities (as approved by city council), and to ensure a standard for flag display on city property.

B. The city of Ellensburg shall comply with national and state protocols for flag display and etiquette, as specified in 4 U.S.C. Ch. 1, Sections 6 through 8, as they presently read or as they may be amended.

C. The city of Ellensburg shall follow the provisions governing the display of flags as required by state law.

D. Only official flags will be flown on flag poles located at the Ellensburg City Hall or at other city facilities.

3.44.110 Commemorative flags.

A. As an expression of the city's official government speech, the city council may authorize the display of a commemorative flag to fly at city-owned or city-maintained properties. The city's flagpoles do not serve as a forum for free expression by the public.

B. A "commemorative flag" as used in this section shall mean a flag that identifies with a specific historical event, cause, nation or group of people that the city council chooses to honor or commemorate consistent with the city's mission and priorities. The following are not allowed as commemorative flags and will not be considered by the city council:

- a. Flags of a particular religious movement or creed to avoid the appearance of city government endorsing religion or a particular religious movement or creed;
- b. Flags of a political party to avoid the appearance of city government endorsing a political party; and
- c. Flags advocating a certain outcome in an election.

C. The city council shall only consider a request to display a commemorative flag if the request is made by a member of the city council or upon recommendation from one of the city's committees, boards, or commissions. Requests made directly by members of the public to display a commemorative flag will not be considered.

D. The decision to approve or deny a request to display a commemorative flag shall be made at regular or special city council meeting.

E. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, as determined in the sole discretion of the city council.

F. Commemorative flags must be either purchased by the city or temporarily donated for the city's use and must be clean, without holes and tears and be made of an all-weather fabric. Commemorative flags must be the same size or smaller than the United States and Washington flags that are flown.

G. If any other flag is flown at half-staff, the commemorative flag will also be flown at half-staff.

3.44.120 Violations and penalties.

A. It is unlawful for any person, firm or corporation to erect, install, hang, construct, or enlarge any banner, street flag or decoration in the city of Ellensburg contrary to or in violation of any provision of this chapter. Any person, firm or corporation violating any of the provisions of this chapter shall be required to remove such banner, street flag or decoration to conform to the provisions of this chapter.

B. Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be subject to a penalty of a fine of not more than \$1,000.00 or by imprisonment of not more than 90 days, or both such fine and imprisonment. Each day shall be a separate offense.

Section 2. Section 3.12.340 of the Ellensburg City Code, as last amended by Section 6 of Ordinance 4890, 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 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 RO 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, 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, 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 offramp of the EG line with Canyon Road as shown on sheet 19 of State of Washington Highway Maps, West Side Canal to Bull Road.~~

~~GF.~~ 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, 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, 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, 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, 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, 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.

~~HG.~~ 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. 4890 § 6, 2022; Ord. 4395, 2004; Ord. 3582 § 1, 1987; Ord. 3402 § 1, 1983.]~~

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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. **** 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 of Ellensburg

PROCLAMATION

LGBTQ+ Pride Month 2024

Whereas, the LGBTQ+ community has long been an integral part of Ellensburg, contributing to its vibrancy, diversity, and cultural richness; and

Whereas, the month of June is internationally recognized as LGBTQ+ Pride Month, a time to celebrate the achievements and contributions of LGBTQ+ individuals, while also raising awareness about the challenges they continue to face; and

Whereas, discrimination, violence, and inequality against LGBTQ+ individuals persist in our society, making it imperative for us to stand in solidarity with them and actively work towards fostering a more inclusive and equitable community for all; and

Whereas, education, advocacy, and allyship are essential in promoting acceptance, understanding, and respect for people of all sexual orientations, gender identities, and gender expressions; and

Whereas, it is the responsibility of all residents, businesses, organizations, and institutions within Ellensburg to create a welcoming and supportive environment where LGBTQ+ individuals can thrive without fear of discrimination or persecution.

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim June 2024 as LGBTQ+ Pride Month in Ellensburg. During this month, we encourage all residents to participate in events, activities, and initiatives that promote LGBTQ+ visibility, acceptance, and equality. Let us use this month as an opportunity to reflect on the progress we have made towards LGBTQ+ rights, while also acknowledging the work that still lies ahead. Together, let us commit to building a city where everyone, regardless of sexual orientation or gender identity, can live authentically.

Signed this 3rd day of June, 2024.

Attest:
City Clerk

Rich Elliott
Mayor



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

May 20, 2024

Time of Meeting

7:00 PM

Place of Meeting

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

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Lillquist

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Engineering Manager Mayo, Senior Electrical Engineer Meyer and approximately 20 members of the public

Others present remotely via Zoom: Energy Resources Manager Stanavich and five members of the public

2. Proclamations

2.A Jewish American Heritage Month
Councilmember Miller read the proclamation

2.B National Public Works Week
Mayor Elliott read the proclamation

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Lillquist moved to Approve the Agenda.

Councilmember Miller moved to amend the motion to move Item 8A to Item 9D. **Motion Approved 7-0**

Vote on approval of the amended Agenda. **Motion Approved 7-0**

5. Consent Agenda

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

-
- 5.B Approve Minutes of May 6, 2024 Study Session
 - 5.C Acknowledge Minutes of Boards and Commissions
 - 5.D Board and Commission Resignations
 - 5.E Notification of CenterFuse Action to Reduce Board to Seven Members
 - 5.F Project Acceptance - Department of Natural Resources 2023 Community Forestry Assistance Grant
 - 5.G Amendment 1 to the 2023 Electrical System Plan Consultant Services Agreement
 - 5.H Amendment No. 1 to the Natural Gas Asset Management Services & Purchasing Base Agreement
 - 5.I Professional Services Consultant Agreement for Phase 1 of the Engineering and Design of the Helena Ave Improvements Project
 - 5.J Approve May 20, 2024 Voucher Listing

Councilmember Lillquist moved to approve the Consent Agenda as presented. **Motion Approved 7-0**

6. Petitions, Protests, and Communications

- 6.A Reappointment of Tylene Carnell to the Diversity, Equity & Inclusion Commission
Heidi Behrends Cerniwey, City Manager, presented information in the staff report. Tylene Carnell spoke regarding her service on the DEI Commission.

Councilmember Lillquist moved to reappoint Tylene Carnell to the DEI Commission. **Motion Approved 7-0**

7. Citizen Comment on Non-agenda Issues

- Jaden Thacker, CWU student, spoke regarding the Juneteenth holiday
- Landis Hanson, spoke regarding antisemitism and a ceasefire
- Kerensa Monnie, Ellensburg resident, spoke regarding a ceasefire
- Natalie Thornton, CWU student, spoke regarding a ceasefire
- Aislin Palon, Ellensburg High School student, spoke regarding a ceasefire
- Julia McConnachie, CWU student, spoke regarding a ceasefire
- Howard Jones, Ellensburg resident, spoke regarding multiple topics
- James Paton, Ellensburg resident, representing himself, spoke regarding the need for a park North of town and the speed limit on University Way
- David Minear, city resident, spoke regarding Council focusing on issues that affect the City
- Ben, Ellensburg resident, spoke regarding a ceasefire
- Hope Amason, Ellensburg resident, spoke regarding CWU students

- Devorah Greenspan, Ellensburg resident, spoke regarding the Jewish Heritage Month proclamation and a 4-way stop at Reecer Creek Road and Dry Creek Road

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Second Reading of Ordinance 4942, Repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and Amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204"
- Paul Meyer, Senior Electrical Engineer, presented information in the staff report.

Councilmember Goodloe moved to approve second reading and adoption of Ordinance 4942 Repealing Ellensburg City Code Section 9.30.100(B) "Electric Rates." and Amending Section 9.91.100(P) "Primary Service City-Owned Transformer E-204". **Motion Approved 7-0**

- 9.B Resolution 2024-13 Amending the City Council Rules of Procedure
- Terry Weiner, City Attorney, presented information in the staff report.
- Tylene Carnell, Ellensburg resident, speaking for herself and DEI Commission, spoke in favor of reinstating remote public comment.
 - James Paton, Ellensburg resident, spoke against moving public comment to the end of the agenda.
 - Hope Amason, Ellensburg resident, spoke in favor of encouraging public participation

Council discussed each of the three proposed changes.

Councilmember Miller moved to adopt Resolution 2024-13.

Councilmember Lillquist moved to strike the amendment to Rule 4 moving public comment to the end of the Agenda. **Motion Approved 6-1** (*Palmer voted no*)

Councilmember Goodloe moved to remove item 7.2.b.1. in the Resolution, removing the 24-hour registration. **Motion Defeated 2-5** (*Lillquist, Miller, Palmer, Thompson, Elliott voted no*)

Vote on main motion as amended. **Motion Approved 6-1** (*Palmer voted no*)

- 9.C Resolution 2024-14 Ellensburg City Council Strategic Vision for 2024-2029
- Heidi Behrends Cerniwey, City Manager, reviewed information in the staff report.

Councilmember Miller moved to approve adoption of Resolution 2024-14.
Motion Approved 7-0

9.D Public Hearing (Quasi-Judicial) on Rainier Taxi & Courier Application for Taxicab Certificate

The Mayor opened the public hearing and asked the standard questions regarding appearance of fairness and conflict of interest. There were no appearance of fairness, ex parte contacts or conflicts of interest disclosed by the Mayor or Councilmembers.

Beth Leader, City Clerk, presented information in the staff report. Blake Collins was present to answer questions.

- Logan Denlinger, County resident, spoke in support of Rainier Taxi & Courier
- Charles Johnson, city resident & CWU student, spoke in support of Rainier Taxi & Courier

Council asked questions of Mr. Collins and staff.

Councilmember Goodloe moved to approve the application for Rainier Taxi & Courier and issue the certificate. **Motion Approved 7-0**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report

Heidi Behrends Cerniwey, City Manager, reviewed the report.

Staff will publish a notice for the Sleep Center open house due to four or more councilmembers planning to attend.

Councilmember Lillquist moved to reschedule the July 1, 2024 study session to July 15, 2024 and invite the Planning Commission. **Motion Approved 7-0**

A letter of support for the Kittitas County Historical Museum renovation was on the dais for the Mayor's signature.

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

The June 3, 2024 regular meeting will include a report from the Washington Department of Transportation.

12.B Councilmembers' Reports

- Councilmember Palmer reported on the Affordable Housing Commission
- Councilmember Goodloe reported on the DEI Commission, Utility Advisory Committee, AWC meeting, Coffee with Council, and attended the Stuart Meadows dedication ceremony

-
- Councilmember Thompson reported on his ride-along with EPD
 - Councilmember Beauchamp reported on the KITTCOM Board, attended the Library Board meeting, and requested a replacement councilmember liaison for the Developmental Disabilities meetings. Mayor Elliott volunteered to be the representative
 - Councilmember Miller reported on Arts Commission, Planning Commission, and attended the Stuart Meadows dedication ceremony
 - Councilmember Lillquist attended the Stuart Meadows dedication ceremony, Coffee with Council, bike to market event, Utility Advisory Committee, Environmental Commission, and the Kittitas County Checkerboard Partnership meetings
 - Mayor Elliott reported on EBDA/CenterFuse, attended a County Planning Commission meeting, and spoke regarding battling a house fire in the Ellensburg wind

13. Executive Session

14. Adjournment

Meeting adjourned at 8:43 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Ad Hoc Committee on Homelessness Open House

Date of Meeting

May 22, 2024

Time of Meeting

6:00 PM

Place of Meeting

**Hal Holmes
201 Ruby Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Welcome and Introduction of the Ad Hoc Committee

Delano Palmer, Nancy Lillquist, Nancy Goodloe, Andrew Polak, Doug Fulp, David Sturgell, John Raymond, Susan Grindle, Don Green, Brett Wachsmith, Brittany Bouchouari, and Ken Wade.

Others present in person: Councilmembers Joshua Thompson, Sarah Beauchamp, David Miller, City Manager Heidi Behrends Cerniwey, Community Development Director Dan Carlson, City Attorney Terry Weiner, and approximately 120 members of the public and approximately 22 Zoom participants.

2. Presentation

2.A Overview of the Ad Hoc Committee and Presentation on Sleep Center and Proposed Locations

2.B Q & A Session

3. Adjournment

The Q & A was adjourned at 7:52 p.m.

Mayor

ATTEST: _____

City Clerk



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

March 6, 2024

Time of Meeting

4:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Present: Courtney Garzone, Kim Funston, Peter Stone, John Perrie, Delano Palmer

Absent: Sarah Bedsaul (excused), Dan Witkowski (excused)

Others Present: Lily Frey-Housing & Grants Administrator; Dan Carlson-Community Development Director; Kathy Boots-Planning Technician; David Sturgell; Marty Miller, Jose Farias, Frank Rowland, and a member of the public.

Commissioner Palmer motioned to excuse the absence of Sarah Bedsaul and Dan Witkowski. Motion passed 5-0.

2. Approval of Agenda

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

3. Approval of Minutes

Commissioner Palmer motioned to approve the February 7, 2024, regular meeting minutes. Motion passed 5-0.

4. New Business

a. Welcome new Council Liaison and Commissioner Delano Palmer

Delano Palmer introduced himself and gave the members a brief background of his experience.

b. Office of Rural and Farmworker Housing presentation

Marty Miller gave a presentation of their services. Their program from start to finish typically runs for three years from concept to occupancy. They assist with the feasibility of the project, including an operating budget of revenue and expenses for a 15-year projection including insurance, maintenance, and pest control. He stated that HAPT has a website that has a very useful planning tool. In the pre-development phase, they assist with funding resources from federal, state, and local resources. Miller reviewed some of the funding

resources at the federal and state level that are frequently used. He reviewed asset management services. A grant was awarded to the Office of Rural and Farmworker Housing which allows them to provide some of the services for free until January 2026. The powerpoint will be emailed out but shall not be shared without the consent of ORF. A map of their developments will be provided by email.

5. Unfinished Business

Frey shared that the RFP for the 1st and Pine property was posted on February 16, 2024. The deadline for submittals is March 29, 2024. The score sheets were revised and presented to the Commission. The members liked the new format. The same model will be used in the future.

Catherine Park will be renamed to remove the word "park". The owner of the adjacent property has approved the use of the easement. The project will go out for bid. If the bid comes back at a higher price than what was approved by the Commission, the project cost will be brought back before the Commisison for review.

6. Citizen Comment

None

7. Staff Update/Discussion Items

The Commission members are invited to attend the April 2, 2024, Landmarks and Design Commission meeting to hear a presentation on the Spokane housing authority project in the historic district. Several members expressed interest in attending the meeting. Frey requested RSVP from members, so it can be noticed if there will be a quorum attending.

The Habitat for Humanity Stewart Meadows project will have six units completed by the end of May 2024. A ceremony will be scheduled.

The Department of Commerce approved a Coordinating Low Income Housing Grant for the City, County Public Health Department, and HopeSource in the amount of \$50,000.

The budget will be reviewed next month.

The City Council has asked the community for other alternative site locations to consider for the sleep center.

8. Commission Representative Update

None

9. Adjournment

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



CITY OF ELLENSBURG Minutes of Affordable Housing, Special Meeting – Joint Meeting with the Landmarks & Design Commission

Date of Meeting

April 2, 2024

Time of Meeting

5:45 PM

Place of Meeting

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Commissioner Watson called the meeting to order at 5:46 p.m.

Present: Andy Polak, Jeff Watson, Dorothy Stanley, Cathy Poshusta (departed at 6:42pm), Fred Redmon (joined at 6:40pm), Joshua Thompson – Council liaison

Absent: Zane Kanyer (excused), Marty Blackson (excused)

Affordable Housing Commissioners present: Kim Funston, Courtney Garzone, John Perrie, Peter Stone, Delano Palmer – Council liaison

Absent: Sarah Bedsaul (excused), Dan Witkowski (excused)

Also present: Stacey Henderson- Senior Planner-Historic Preservation, Dan Carlson- Community Development Director, Jeremy Johnston-Planning Manager, Lily Frey- Housing & Grants Administrator, Sadie Thayer

2. Approval of Agenda

Commissioner Stanley moved to approve the agenda. Motion passed 4-0.

3. New Business

3A. Presentation by John Chatburn of the Spokane Housing Authority: Affordable Housing and Historic Preservation

Chatburn provided an overview of the affordable housing development process, noting that different resident groups have different needs and challenges. Chatburn noted that adding additional project goals or sources of funding adds complexity and expense; however most projects will require at least a mix of funding sources, known as a capital stack. Process stages include feasibility, funding, underwriting, closing and construction.

Chatburn presented four examples of historic buildings converted to affordable housing in Spokane and managed by the Spokane Housing Authority:

1. Cornerstone Courtyard, adaptive reuse of a warehouse,
2. The Peral on Adams, which had been housing but was renovated and restored,
3. Parsons, originally a single room occupancy hotel rehabilitated in 2016, and
4. Agnes Kehoe Place, a converted high school and neighborhood revitalization project.

Commissioners asked about different affordable housing funding mechanisms, including historic tax credits, low-income housing tax credits (LIHTC) and HUD section 202 and 811 funding, and their respective effects on residents' rents.

Chatburn recommended coordinating with other bodies to ensure new historic preservation housing developments are part of broader neighborhood investment plans to increase impacts and discussed options for managing the complexity of mixed-use building redevelopment.

4. Adjournment

Commissioner Garzone adjourned the meeting at 6:34 p.m.



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

April 3, 2024

Time of Meeting

4:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Bedsaul called the meeting to order at 4:30 pm. Roll call completed.

Present: Sarah Bedsaul, John Perrie, Courtney Garzone, Dan Witkowski, Kim Funston, Delano Palmer, Peter Stone

Absent: None

Others present: Lily Frey-Housing & Grants Administrator, Dan Carlson-Community Development Director, Jeremy Johnston-Community Development Planning Manager, Shannon Johnson-Senior Planner, David Sturgell

2. Approval of Agenda

Funston motioned to approve the agenda. Palmer seconded the motion. **Motion approved 7-0.**

3. Approval of Minutes

Palmer motioned to approve the minutes from March 6, 2024. Funston seconded the motion. **Motion approved 7-0.**

4. New Business

4.A Funding application process review & draft scoring matrix

Frey opened the presentation by sharing a summary of the application process and providing background. Bedsaul elaborated on the process and asked the group if they understood the pre-application submittal process. Planning Manager Johnston clarified the pre-application process for the group.

Frey shared the draft revised application scoring matrix and two highlighted changes. Garzone posed questions about how commissioners would be aware of various groups' housing needs to ensure inclusion and Stone suggested a reference to the inventory of income-restricted housing units (Exhibit 28 to the Housing Action Plan). Bedsaul explained past practice and how the process has evolved and suggested a more direct approach for applicants to be able to use the published matrix as a guideline for applications. Palmer and Garzone

agreed. Garzone and Witkowski discussed various populations' housing needs; Bedsaul and Palmer proposed additions to the criteria. Johnston provided insight into the proposed language's flexibility to address a variety of housing needs, including those not currently identified. Palmer and Bedsaul added to Johnston's point and commended the commission for pursuing a clear focus and vision for the process.

Frey discussed the second rewording change relative to the location of existing affordable developments. Hearing that the group was ready to move forward with both proposed changes as presented, Frey stated that she would finalize and post the document.

5. Unfinished Business

5.A Revenue allocation framework review

Frey presented and summarized the Revenue Allocation Framework. Bedsaul asked for clarification specific to the option to issue bonds. Stone and Frey provided additional funding allocation clarification. Bedsaul and Perrie provided commission background information. Further discussion resulted in the following motion and an agreement to revisit this topic in late summer or early fall.

Bedsaul motioned to approve the Revenue Allocation Framework as presented. Palmer seconded the motion. **Motion approved 7-0.**

5.B Catherine Property site preparation bids and budget recommendation

Frey gave a brief update on the project bid process and informed that no action was needed as bids received were below the previously recommended maximum amount.

5.C First & Pine request for proposals (RFP) update

Frey gave a review process stage update for the RFP, and informed that these will be included in the May meeting agenda. Bedsaul and Frey discussed meeting duration options and review time allocation.

5.D Sleep center update

Frey and Palmer updated members on the status of the Sleep Center Project. Bedsaul asked and Frey confirmed that the original site was still under consideration.

6. Citizen Comment

David Sturgell, praised the commission for their smart approach efforts and noted that he serves on the Kittitas County Homelessness and Affordable Housing Committee. He offered a suggestion on how the term "Pre-Application" will be used during the application review process. Perrie agreed this was an excellent suggestion.

7. Staff Update/Discussion Items

Next meeting is scheduled for May 1, 2024, 4:30 pm. Frey thanked the commissioners for attending the additional joint meeting with the Landmark & Design Commission. Frey and Bedsaul discussed options for upcoming agenda items and attendance. Stone asked about

the upcoming agenda packet review timing.

Sturgell reminded the group of the upcoming April 19, 2024 Ad-Hoc Homelessness Committee meeting focused on the Sleep Center. Garzone asked about quorum issues. Frey thanked Garzone and offered to coordinate attendance.

8. Commission Representative Update

None

9. Adjournment

Bedsaul adjourned the meeting at 5:21PM.



CITY OF ELLENSBURG

Minutes of Arts Commission, Regular Meeting

Date of Meeting

April 11, 2024

Time of Meeting

4:02 PM

Place of Meeting

Council Conference Room, City Hall

1. Call to Order and Roll Call of Members

- 1.A Chair Eyre, Commissioner Blackstock, Commissioner Dougherty, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker. Welcome any guests.

Guest: Reed Waite

Council Liaison, David Miller, excused absent

2. Approval of Agenda

Motion to approve April 11, 2024 Arts Commission meeting agenda.

By: Commissioner Scheffer

Seconded: Commissioner Eyre

In Favor: Chair Eyre, Commissioner Blackstock, Commissioner Dougherty, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker

Opposed: None

Motion Carries

3. Approval of Minutes

Motion to approve March 14, 2024 Arts Commission meeting minutes as presented.

By: Commissioner Scheffer

Seconded: Commissioner Dougherty

In Favor: Chair Eyre, Commissioner Blackstock, Commissioner Dougherty, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker

Opposed: None

Motion Carries

4. Budget/Financial Report

- 4.A Review April 2024 Arts Commission Spending Plan/Budget

Staff reviewed with Commissioners.

5. New Business

- 5.A Gallery One: Open Show—Selection Committee

Discussion: \$2,500 budget to purchase art from the public show

Selection Committee must consist of: one Council member, city employee, two commissioners, one civilian.

Selection Committee: Commissioner Scheffer, Chair Eyre, Commissioner Snedeker, Kelle Vandenberg, Tina Waite (civilian) Councilmember, Delano Palmer (Arts Commission liaison will check with Councilmember Delano Palmer) Kelle coordinate with Monica and schedule the date with the Selection Committee

5.B Renee Adams Sculpture Discussion

Commissioner Eyre introduced the discussion of the donation regarding a Renee Adams piece to the City of Ellensburg. Commissioner Eyre read submitted information regarding the piece titled, Obliterate. Discussion on location for installation.

Motion: To accept the donation of the Renee Adams piece of art called Obliterate into the City of Ellensburg Public Art Collection.

By: Chair Eyre

Second: Commissioner Kooser

In Favor: Chair Eyre, Commissioner Blackstock, Commissioner Dougherty, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker

Staff and Commissioner Eyre will draft thank you/acceptance letter.

Public Art subcommittee will research transportation requirements and location.

6. Unfinished Business

6.A Call for Artist: Bus Shelter—Next Steps

Call to Art: Open Friday, May 3, 2024

Close Friday, September 3, 2024

6.B Poet Laureate Contract and 2025-2027 Poet Laureate Selection Committee

Poet Laureate & Selection Subcommittee: Commissioner Oostra, Commissioner Snedeker, Marie Marchand, and Staff.

7. Subcommittee Business

7.A

1. Ellensburg Creative District Updates: Alex/Jeff/Staff
Updated on ECD scope of work and had discussion on Wayfinding signage
2. Funding: Jerry/Jill
 - TMobile Updates Jill will work with Kelle on TMobile grant for art in Unity Park
 - Grant Opportunities—NEA Grant July 11th Deadline
Discussed parameters of the grant and discussed potential themes for projects for NEA grant funding.
Commissioner Scheffer and staff will login to NEA platform to review application.
3. Public Art: Alex/Jerry

- Art Treasure Award Nomination updates
Jeff will write the PR for the Art Treasure Nomination
- 4. Advocacy/Public Relations: Brian/Jeff
Quarterly Art Commission Public Letter—Jeff/Brian/Alex
- 5. Art Walk: Courtney/Jill/Erin
-Art Walk 25th Anniversary Celebration
Jill retrieved the art walk sign left leaning on a tree on Pine Street
Jill/Courtney/Erin will work with Monica Miller at G1 to coordinate

8. Citizen Comment

Reed Waite brought in idea for the mural at Wippel Park that would work around the existing tree line at the park.

9. Staff Updates/Discussion Items

- 9.A Unity Park Groundbreaking and Park Update
- 9.B Walking Chapbook Recap
- 9.C Robert's Rules of Order Training w/Aaron Reiman on May EAC Agenda

10. Council Representative Update—No update given

11. Adjournment

Time:5:28 pm

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

April 9, 2024

3:00 PM

Council Conference Room & Zoom

1. Call to Order and Roll Call

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

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

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Heidi Behrends Cerniwey, City Manager; Rhonda Schmidt, ESD liaison; Dr. Eliann Carr, EPD Criminal Analyst; EPD Chief Ken Wade; Lucinda Carnell, CWU liaison; and two members of the public via virtual participation.

Commissioner Backlund moved to approve the excused absence for Commissioner Hoefer. Commissioner Cleary seconded the motion. **Motion approved 6-0.**

2. Approval of the Agenda

Chair Goodloe said item 4B needed to be removed and pushed to the May agenda. Commissioner Carnell moved to approve the amended agenda. Commissioner Backlund seconded the motion. There was no discussion. **Motion approved 6-0.**

3. Approval of Minutes from March 12, 2024, Meeting

Commissioner Carnell moved to approve the minutes from the March 12, 2024, DEI Commission Meeting. Commissioner Cleary seconded the motion. There was no discussion. **Motion approved 6-0.**

4. New Business

A. Ellensburg Police Department – 2024 Community Survey Results

Dr. Eliann Carr presented on the Ellensburg Police Department's survey collection process, demographics, and results. EPD is planning to make the survey an annual survey so they can see the change.

Commissioner Backlund suggested next time doing focused and targeted solicitation of responses to get more participation from demographics that represent the percentage of populations in our community.

Surveys were available via paper or electronic format in English and Spanish. A QR code was available so people could scan and go directly to the survey. It was also shared online. Paper copies went to the Library, City Hall, HopeSource, and the Cold Weather Shelter.

Commissioner Carnell said the commission's role is to consider how to uplift and recognize diversity in community and make sure voices are included, and suggested adding other locations like the food bank, APOYO, and the clothing bank to allow for greater diversity in response.

Chief Wade said EPD worked with HopeSource, and surveys were taken into the field with client managers who work with homeless populations.

Goodloe said the DEI Commission could be helpful in raising the level of participation next year.

B. Rapid Response Recommendation

Goodloe shared the hate speech Zoom bombing is an ongoing issue nationwide. She recently attended a workshop discussing the issue and sometimes there are keywords people say before hate speech. Other cities' responses are consistent with what the City of Ellensburg is doing. It puts a major responsibility on the mayor and having a statement ready.

Commissioner Cleary said limiting virtual comments is not going to stop people from saying what they want to say. Commissioner Mandujano said the best approach is to require people to pre-register and include some brief expectations on dos and don'ts.

Commissioner Carnell said she didn't think there was anything to put in place to stop this from happening. Part of it is recognizing that the views of the person spewing hateful comments are not the views or values of the City. Carnell suggested adding virtual comments on non-agenda items back because the goal is to remove barriers for participation to increase the amount of voices that have access to the City, government and programs.

Goodloe said some cities are examining council rules. Council delayed discussion of bringing back virtual comments on non-agenda items until the new Councilmember was onboarded. It will be revisited soon.

Carnell said part of this process will be putting something in place and then revisiting it to see how it is working.

Commissioner Backlund moved to approve the list of recommendations regarding the City Council's recent vote to eliminate virtual public comment on non-agenda items at City Council meetings and send the recommendations to City Council. Commissioner Cleary seconded the motion. During discussion, Commissioner Cleary amended the motion to add a note about requiring preregistration and listing the topic they want to talk about. Commissioner Divine seconded the amendment. There was no discussion. **The motion to amend the motion passed 6-0. The amended motion passed 6-0.**

Goodloe said the Council may or may not implement the recommendations.

5. Previous Meeting Motions and 90-Day To-Do List Review:

There was not time for the review of previous meeting motions or the to-do list.

6. Liaison Reports

Lucinda Carnell reported there was an incident in CWU's community last week that deeply impacted them involving an esteemed colleague and CWU police. The CWU president issued a statement. CWU is doing some self-reflection and reviewing how it can learn from the incident. There will be a stronger emphasis on bias training.

7. Subcommittee Reports

There was not time for subcommittee reports.

8. Commission Member Reports

Commissioner Backlund reported the World Café is Saturday. Chair Goodloe said Mandujano, Cleary, Carnell, and Backlund will be facilitators. Klauss asked members to share the event. Commissioner Mandujano met with students on campus at SLICE and shared the flyers.

The Zoom training will be sent out afterward for those who cannot make it.

Goodloe reported the Juneteenth Committee met and will come back at the May meeting with recommendations on spending requests.

9. Staff Report

There was not time for a report.

10. Preview Next Meeting May 14, 2024

- Aaron Reiman OPMA Training
- Jeremy Johnston: Comprehensive Plan Goals, Policies & Programs Discussion
- DEI Grant funding

Meeting adjourned at 4:35 p.m.

Nicole Klauss

Drafted: 4/10/2024

Approved: 5/14/2024

Ellensburg Business Development Authority dba CenterFuse
BOARD OF DIRECTORS MEETING MINUTES
Wednesday, April 10, 2024
4:00-5:30 PM

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

Members not in Attendance: Jennifer Lubanski, Board Member

Others present: Rich Elliot, Ellensburg City Mayor and Liaison; Kelle Vandenberg, City of Ellensburg; and Kristine Miller, CenterFuse Executive Director.

1. Opening

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

2. Approval of Agenda

Motion to approve the agenda made by Jared Vallejo, second by Grant Clark. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the March 13, 2024, regular meeting minutes made by Grant Clark, second by Jared Vallejo. Motion approved by unanimous vote.

4. Approval of Voucher

Motion to approve the March 2024 voucher made by John Perrie, second by Dawn Alford. Motion approved by unanimous vote.

5. Public Comment

Kelle Vandenberg noted that there is no benefit to the City of Ellensburg in not having CenterFuse succeed, and the City of Ellensburg will do what they can to help with this. She stated that her role is not to do economic development but to keep the wheels on the bus moving.

2. Executive Update

2.1 Highlights Since Last Meeting

Executive Director Miller noted that all three congressional funding requests have been submitted, she continues to work with the I-90 project workgroup, and the task force. Executive Director Miller provided an update on the CenterFuse building at Bowers Field. The board discussed the Executive Director's monthly report that indicated the carpet in the office and break room of unit #2 are worn and need to be replaced and that there are lighting issues in unit #2.

John Perrie noted concern over CenterFuse paying to replace the carpet as well as the lighting and that this is the responsibility of the tenant. Executive Director Miller noted that carpet had sustained significant normal wear and tear over the years and that the tenant in unit #2 has tried to replace

bulbs in entry way fixture but it is still not working and could be a ballast issue. Discussion was had amongst the board members concerning whether the tenants or CenterFuse should pay for carpet and lighting. It was agreed that Executive Director Miller would check the lease policies regarding this and would also investigate potential funding opportunities for some of the work (i.e. lighting fixture replacement).

Executive Director Miller gave a brief update on CenterFuse key industries and the talent pipeline, to include a recent Wall Street Journal article titled “The Toolbelt Generation”.

2.2 Board Questions/Feedback

John Perrie expressed concern that decisions (related to the task force and CenterFuse) were being made without the board, related to the director’s update March 2024 document and item number one under “priority #1 build organizational capacity”, which discussed meetings that had been held to discuss “next steps”. Executive Director Miller provided additional information on the meetings and that the purpose of the meetings was to gather information and facts to take to the board for them to use when deciding CenterFuse’s future direction. Executive Director Miller noted that she can add the board members to the meeting invitations so that they are aware of the meetings. Executive Director Miller and Board Chair Garrett Poshusta will continue to represent CenterFuse at the task force meetings.

3. Task Force Update and Review of Chamber March 29 Meeting

3.1 Current Status of Task Force Discussions

Board Chair Garrett Poshusta gave an update on the recent meeting with the City of Ellensburg regarding CenterFuse’s assets noting that he and Executive Director Miller met with the city manager, city attorney, and city arts and economic development director. It was a productive meeting, but nothing is set in stone at this point and there is not a hard and fast deadline. Board Chair Poshusta noted that it will take some time to craft a plan and figure out a process. The board discussed what might happen to CenterFuse’s assets if the PDA is dissolved, with City of Ellensburg Mayor Rich Elliot providing the board with some additional information John Perrie asked what CERB’s position is regarding the airport building given their initial involvement. Executive Director Miller will speak with CERB contacts.

3.2 Overview of Meeting with Chamber on March 29 and Next Steps

Board Chair Garrett Poshusta noted that the focus is on trying to get to point of having an idea as to what CenterFuse and Chamber of Commerce coming together could look like. Amy (Chamber CEO) is drafting an MOU. Board Chair Garrett Poshusta noted that we (CenterFuse) are doing our part and being constructive in the process. John Perrie asked if the Chamber knows about the discussion around CenterFuse’s assets. It was confirmed by Executive Director Miller and Board Chair Poshusta that the Chamber is aware. Jared Vallejo shared his takeaways and insight from the March 29 meeting with the board members. Dawn Alford added that during this process it is also important to be aware of the human aspect of the situation. It was noted that it will be important for CenterFuse to be prepared for various what if scenarios.

3.3 Board Input RE: Implications for CenterFuse

It was discussed that there is a lot of alignment, there is a lot of work to be done, and that we all must do what is right for the county. James Jankowski inquired as to the time frame for the process, and it was shared that a July timeframe has been discussed.

4. Strategic Discussion: Changing Economic Development Landscape

4.1 Ellensburg is a Creative District!

Executive Director Miller noted that Ellensburg is the newest Creative District in Washington State. She shared that Kelle Vanderbilt had put together a very strong application, with the board acknowledging Kelle's work. Executive Director Miller shared some key statistics on the role of the creative economy in Washington State and discussed implications for economic development and CenterFuse's work. Kelle Vanderbilt shared some additional information and insight on the Creative District.

4.2 TIPS Strategies Kittitas County Strategic Plan Quick Review Status Update

Executive Director Miller noted that the economic development entities in the County are working together to implement the Kittitas County Strategic Plan and that the expectation is that economic development entities are including the strategy in their work. The board briefly discussed how this is occurring. Executive Director Miller shared that meetings will be taking place in late May to bring everyone together to work on the implementation of the strategy. Discussion was had as to the location, with Kelle Vanderbilt sharing that the locations had just come out and that the May 29th meeting would be held at the Cle Elum Centennial Center and the May 30th meeting would be held at the Chamber's location in Cle Elum.

4.3 University of Northern Iowa Visit in May

Executive Director Miller noted that Central Washington University (CWU) will be bringing University of Northern Iowa (UNI) to the county in May and that CWU and UNI will be spearheading the meetings on May 29 and May 30.

4.4 Bowers Business Park TAG

Executive Director Miller shared that report from the last meeting had been shared by the consultant. Nothing more to report.

4.5 Board Input RE: CenterFuse Role & Strategies Given Changing Economic Development Landscape and 4.6 Determination of Next Steps for CenterFuse

James Jankowski asked what work we take on as we work with the task force and noted that if we do not, the work is still important and who would take it on. John Perrie stated that we should assume we are going to be here, with Dawn Alford noting that people know we are here, and we are doing the work. The board agreed that it is important to focus efforts on the task force, pause pursuing new grants for now and focus on working with the Chamber. Given a pause on new grants will need to review/adjust the annual budget.

5. Next 90 Days

5.1 What Should CenterFuse Focus on Given Task Force Status & Changing Economic Development Landscape? 5.2 Board Input RE: Grants, Congressionally Directed Spending Requests, Current Projects/Initiatives, New Projects/Initiatives, Working with Task Force, etc. 5.3 Board Input RE: Board Member Recruitment: Process, Potential Candidates, etc.

John Perrie noted CenterFuse could move forward with a seven-member board and the board discussed doing so as well as how the quorum would change. Dawn Alford noted CenterFuse should

wait to bring more people in while in a state of flux. Discussion was held concerning the board application process. James Jankowski noted that he will be relocating at some point.

John Perrie motioned to move to a seven-member board, removing two seats from the current nine-member board, and moving forward with a total of seven CenterFuse board member seats. Dawn Alford seconded the motion. Motion approved by unanimous vote.

It was noted that the secretary position needed to be filled. Discussion was held. The board decided to reach out to board member Jennifer Lubanski to see if she would be interested in serving as secretary.

6. Closing

6.1 For the Good of the Order

Kelle Vandenberg discussed the need for people to serve on the Creative District steering committee.

Adjournment – time 5:34 PM Motion to adjourn by Garret Poshusta

Drafted: 4/15/2024

Approved: *Garrett Poshusta*

Submitted by: Kristine Miller



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

March 5, 2024

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Commissioner Poshusta called the meeting to order at 6:00 p.m.

Present: Cathy Poshusta, Andy Polak, Dorothy Stanley, Zane Kanyer

Absent: Marty Blackson, Jeff Watson, Fred Redmon

Others Present: Stacey Henderson-Senior Planner-Historic Preservation; Kathy Boots-Planning Technician; Dan Carlson-Community Development Director; Sadie Thayer; Joshua Thompson-City Council Liaison; John and Linda Graf

2. Approval of Agenda

Poshusta motioned to approve the agenda. Motion passed 4-0.

3. Approval of Minutes

3.A Review of February 6, 2024 LDC Meeting Minutes.

Stanley motioned to approve the regular meeting minutes from February 6, 2024. Motion passed 4-0.

4. New Business

4.A Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed new construction of a detached 64sf gazebo, at 109 E 10th Ave, Parcel ID #083434.

Appearance of fairness reviewed. Staff member Henderson read the staff report and recommended approval with no conditions. The applicants did not have additional information to add. Public comment opened. No public comment. Public comment closed. Kanyer motioned to approve a Certificate of Appropriateness for the proposed new construction of a detached 64sf gazebo, at 109 E 10th Avenue, Parcel ID #083434. No discussion. Motion passed 4-0.

5. Unfinished Business

5.A Discussion- Possible Comp Plan Changes
Item was tabled

- 5.B Community Award Nomination Review
Item was tabled

6. Citizen Comment

None

7. Staff Update/Discussion Items

- 7.A Next Meeting: March 19, 2024.

8. Commission Representative Update

None

9. Adjournment

Commissioner Kanyer was unable to attend the meeting after the Certificate of Appropriateness was reviewed. All other times were tabled.

Commissioner Poshusta adjourned the meeting at 6:12 p.m.



CITY OF ELLENSBURG Minutes of Landmarks & Design, Regular Meeting – Joint Meeting with the Affordable Housing Commission

Date of Meeting **April 2, 2024**
Time of Meeting **5:45 PM**
Place of Meeting **Council Chambers 501 North Anderson Street**
Ellensburg, WA 98926
And remotely via Zoom

1. Call to Order and Roll Call

Commissioner Watson called the meeting to order at 5:46 p.m.

Present: Andy Polak, Jeff Watson, Dorothy Stanley, Cathy Poshusta (departed at 6:42pm), Fred Redmon (joined at 6:40pm)

Absent: Zane Kanyer (excused), Marty Blackson (excused)

Affordable Housing Commissioners present: Kim Funston, Courtney Garzone, John Perrie, Peter Stone, Delano Palmer – Council liaison

Absent: Sarah Bedsaul (excused), Dan Witkowski (excused)

Also present: Stacey Henderson- Senior Planner-Historic Preservation, Dan Carlson- Community Development Director, Jeremy Johnston-Planning Manager, Lily Frey- Housing & Grants Administrator, Sadie Thayer, Joshua Thompson – LDC Council liaison

2. Approval of Agenda

Commissioner Stanley moved to approve the agenda. Motion passed 4-0.

3. Approval of Minutes

Commissioner Stanley moved to approve the March 5, 2024 minutes. Motion passed 4-0.

4. New Business

4A. Presentation by John Chatburn of the Spokane Housing Authority: Affordable Housing and Historic Preservation

Chatburn provided an overview of the affordable housing development process, noting that different resident groups have different needs and challenges. Chatburn noted that adding additional project goals or sources of funding adds complexity and expense; however most projects will require at least a mix of funding sources, known as a capital stack. Process stages include feasibility, funding, underwriting, closing and construction.

Chatburn presented four examples of historic buildings converted to affordable housing in Spokane and managed by the Spokane Housing Authority:

1. Cornerstone Courtyard, adaptive reuse of a historic warehouse,

2. The Pearl on Adams, which had been housing but was renovated and restored,
3. Parsons, originally a single room occupancy hotel rehabilitated in 2016, and
4. Agnes Kehoe Place, a converted high school and neighborhood revitalization project.

Commissioners asked about different affordable housing funding mechanisms, including historic tax credits, low-income housing tax credits (LIHTC) and HUD section 202 and 811 funding, and effects on residents' rents.

Chatburn recommended coordinating with other bodies to ensure new historic preservation housing developments are part of broader neighborhood investment plans to increase impacts and discussed options for managing the complexity of mixed-use building redevelopment.

5. Unfinished Business

5A. 2024 Historic Preservation Awards

Henderson presented results of the community site for the preservation awards: the Oddfellows building received 127 votes and the windmill building received 134 votes.

Commercial Award

- Staff recommended the Masonic Temple at 110 W 6th Ave
- Staff recommended the Lyons Block at 300 N Main.
- Commissioner Watson recommended the Kittitas County Museum, building, the Cadwell.
- Commissioner Polak noted interior renovations were part of the Masonic and Oddfellows renovations. Stanley asked whether the voting focus should be on interior or exterior features and Henderson noted generally exterior but interior work can be included where known.

Residential Award

- Staff recommended 100/102 S Main Street, which housed two African American families in 1910-1917.
- Commissioner Stanley recommended 906 E 1st Ave, built by Paul Lundstrom.
- Commissioner Stanley recommended 209 N Alder, designed by James Cowan.
- Commissioner Stanley recommended 1107 Franklin Ave for its mid-century landscaping.

Commission Award

Commissioner Watson recommended adding Lynne McCowin to the ballot.

Commissioner Watson suggested adding award categories to recognize various types of historic structures such as turn-of-the-century and mid-century buildings for future award years.

Henderson offered to gather before and after photos on the commercial projects where possible and to circulate an electronic survey to commissioners to select the final award winners.

6. Citizen Comment

None

7. Staff Update/Discussion Items

7A. Preservation Month event – May 4

A preservation month event is scheduled for May 4 and will be noticed as a public meeting to enable all commissioners to attend. Henderson asked for volunteers to present the preservation awards.

Henderson will email commissioners with more information and an event flyer will cover selected projects. Commissioner Stanley mentioned that the first railroad addition garage sale is also scheduled for May 4. Commissioner Stanley recommended outreach to the *Daily Record* about preservation month.

7B. Historic Preservation Month Scavenger Hunt

Thayer shared details about the scavenger hunt that will launch at the May 4 event. The activity is modeled after examples from the City of Tacoma and Clark County; it will use riddles or cryptic clues to suggest historic features or buildings and will be accessible to non-experts. Thayer has had success with using scavenger hunts to help museum visitors engage with items and displays.

7C. Next meeting: April 16, 2024

The next Landmarks & Design Commission meeting is scheduled for April 16 as commissioners were not available for a meeting on April 9. It will include the Certificate of Appropriateness review rescheduled from March 19 and may be a short meeting.

Henderson confirmed that Landmarks & Design Commission has the library windows reserved for May. The Ellensburg Downtown Association has also offered its storefront windows for preservation month displays.

8. Commission Representative Update

Commissioner Redmon attended the Unity Park groundbreaking and noted it was successful event for the historic district.

9. Adjournment

Commissioner Watson adjourned the meeting at 7:04 p.m.



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

April 16, 2024

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Redmon called the meeting to order at 5:47 p.m.

Present: Cathy Poshusta, Andy Polak, Dorothy Stanley, Fred Redmon, Marty Blackson
(present for Certificate of Appropriateness)

Absent: Zane Kanyer, Jeff Watson

Others Present: Stacey Henderson-Senior Planner-Historic Preservation; Kathy Boots-Planning Technician; Aaron Reiman; Sadie Thayer, Cathy Staloch, and two members of the public

2. Approval of Agenda

Stanley motioned to approve the agenda. Motion passed 4-0.

3. Approval of Minutes

- 3.A Review of April 2, 2024 Landmarks and Design Commission meeting minutes. Stanley motioned to approve the regular meeting minutes for April 2, 2024. Motion passed 4-0.

4. New Business

- 4.A Public Hearing for consideration of a Certificate of Appropriateness (COA), for a proposal to install new windows on the north and east sides of the house at 907 N. C Street, Parcel ID #623334.
Appearance of fairness reviewed. Stanley stated she is the applicant's neighbor. Henderson read the staff report. The North & East windows are being replaced. The staff recommend approval with no conditions. The staff amended the staff report to include the findings of facts that were posted online but not part of the packet sent out. The applicant did not have anything to add. Public comment opened. The staff did not have anything to add. The applicant did not have anything to add. The frame of the windows was clarified. Public comment closed. Polak motioned to approve the Certificate of Appropriateness for a proposal to install new windows on the North & East sides of the house at 907 N C Street, Parcel ID #623334. Motion approved with a 4-0 vote.

- 4.B Aaron Presents Robert's Rules of Order to Landmarks and Design Commission
Aaron Reiman, Assistant City Attorney, reviewed Robert's Rules of Order.

5. Unfinished Business

- 5.A Update on Historic Preservation Award results and discussion.
The staff updated on the historic preservation awards winners. There is going to be a press release for the awards ceremony. The staff inquired about who had plans to attend the ceremony. The meeting is advertised, so a quorum will not be an issue. The first meeting in May has been canceled. The City of Ellensburg will have a Proclamation for historic preservation next month. There is a scavenger hunt planned for the event. The staff will send out the scavenger hunt information. Stanley, Thayer, and staff will be working on the library displays. The EDA has provided window space for historic preservation displays.

6. Citizen Comment

None

7. Staff Update/Discussion Items

None

8. Commission Representative Update

None

9. Adjournment

The meeting was adjourned at 6:30 p.m.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of LEOFF 1 Disability Board, Regular Meeting

April 24, 2024

8:00 AM

**Kittitas County Courthouse
Commissioner's Conference Room
205 W 5th Ave.
Ellensburg, WA 98926**

1. Call To Order

The meeting was called to order at 8:02 am

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

Board members absent: Daryl Berge (excused)

Others present: Beth Leader, Board Clerk

2. Approval of Minutes

2.A Minutes of March 27, 2024 Meeting

Wyman Renfrow moved to approve the minutes as presented. **Motion Approved 4-0**

3. Citizen Comment

4. Unfinished Business

4.A Questions for Beth to ask at WA State LEOFF 1 Education Association Conference

Members reviewed questions and had no additional questions to add.

5. New Business

5.A Claim from one retiree

Three additional claims were received for Board review.

Nancy Lillquist moved to approve four claims as submitted. **Motion Approved 4-0**

6. Miscellaneous

7. Adjournment

Meeting Adjourned at 8:10 am

Approved 5-22-2024



CITY OF ELLENSBURG

Minutes of Planning Commission, Regular Meeting

Date of Meeting

March 14, 2024

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Commissioner Harrell called the meeting to order at 5:46 p.m.

Present: Ed Harrell, Fred Padjen, Sathy Rajendran, Geraldine O'Mahony

Absent: Sigrid Davison (excused), George Bottcher

Others Present: Jeremy Johnston-Planning Manager; Dan Carlson-Community Development Director; Kathy Boots-Planning Technician; David Miller-City Council Liaison; Michael Buehn, Chad Bala, Jeff Calaway

Commissioner Rajendran motioned to excuse the absence of Sigrid Davison. Motion passed 4-0.

2. Approval of Agenda

Nominations for Vice Chair will be put on the agenda for next month.

Michael Buehn was introduced. The recommendation for him to join the Planning Commission is scheduled for March 18, 2024. After City Council approves the recommendation, he will be voting Commissioner.

3. Approval of Minutes

Commissioner O'Mahony stated the minutes from January 11, 2024, need to be amended due to her last name being misspelled.

Commissioner Rajendran motioned to approve the amended minutes from January 11, 2024. Motion passed 4-0.

4. New Business

4.A P23-130 Calaway Annexation

The staff report was read by staff member Johnston, recommending approval. The two zones that are being proposed are consistent with the future land use map. Public comment opened. Chad Bala spoke and stated he represents Jeff and Valerie Calaway and Kristin Gibson. He supports the staff report and zoning recommendations. No additional comments from Jeff Calaway. Public comment closed. Commissioner Rajendran motioned to forward a

recommendation to City Council to adopt an ordinance annexing parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 with a Light Industrial zoning designation and parcels 939333 and 639333 with a Commercial Highway zoning designation. No discussion. Motion passed 4-0.

5. Unfinished Business

None

6. Citizen Comment

None

7. Staff Update/Discussion Items

Commissioner Harrell requested an item be added to future agendas to update the Commission on land use changes and project updates. Commissioner Harrell asked for an update on the Motel 6 project. Johnston stated that the owner is looking into keeping it a motel with a longer-term lease option, but no permits have been applied for yet. Harrell requested an update on the Vantage Highway project that was denied due to the zoning being inconsistent with the proposed use. Johnston stated the applicant has not proposed the use on other parcels. Commissioner Harrell requested an update on the Nite's Inn. Director Carlson updated the members on the most recent decisions made by the City Council for the sleep center. The City Council would like members of the public to provide other parcels that could be considered. On March 18, 2024, the City Council will have the sleep center on the agenda.

Michael Buehn was introduced and gave the Commission his background.

8. Commission Representative Update

9. Adjournment

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



CITY OF ELLENSBURG

Minutes of Planning Commission, Regular Meeting

Date of Meeting

April 11, 2024

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Present: Ed Harrell, Fred Padjen, Geraldine O'Mahony, Sigrid Davison, George Bottcher, Michael Buehn

Absent: Sathy Rajendran (excused)

Others Present: Jeremy Johnston-Planning Manager; Kathy Boots-Planning Technician; Aaron Reiman-Assistant City Attorney

Padjen motioned to excuse the absence of Rajendran. Motion passed 6-0.

2. Approval of Agenda

Padjen motioned to approve the agenda. The motion was amended to include the introduction of new Commissioner Michael Buehn and election of a Vice Chair. Motion passed 6-0.

Padjen nominated Davison for Vice Chair. Davison accepted the nomination. Motion approved 6-0. Davison is Vice Chair.

New Commission Michael Buehn was introduced.

3. Approval of Minutes

3.A Planning Commission Minutes 3-14-2024

Padjen motioned to approve the minutes from 3/14/24 regular meeting minutes. Motion approved 6-0.

4. New Business

4.A Roberts Rules of Order Presentation

Assistant City Attorney Aaron Reiman presented the Roberts Rules of Order Presentation.

5. Unfinished Business

None

6. Citizen Comment

7. Staff Update/Discussion Items

7.A Washington State Senate Bill 5290 Introduction

Johnston reviewed Washington State Senate Bill 5290. He reviewed some of the timelines that will be changed and reviewed the consequences of meeting those timelines. Three measures will need to be adopted. If timelines are not met, the state will require more measures to be adopted. Staff reviewed measures briefly. Timelines will now be reported to the state. Staff will send out regulation proposals in June or July. Concurrent with Bill 5290 is Bill 1337. The City Code will be amended at the same time with changes to middle housing and Accessory Dwelling Units as determined by the Bill.

7.B Commissioner Inquiries

The Commissioners requested an update on the Sustainability Plan. The plan has been adopted. A tree canopy survey is being done. The Environmental Commission is discussing energy strategies and reviewing survey results. The regulations will come from the Environmental Commission and will then be brought to the Planning Commission. After the Planning Commission has reviewed the strategies, it will be brought before City Council.

The future land use map will be changed to allow more density as the State Bill requires a higher density.

Follow up on the Interlocal agreement was discussed.

8. Commission Representative Update

None

9. Adjournment

The meeting was adjourned at 6:51 p.m.



CITY OF ELLENSBURG

Minutes of Utility Advisory Committee, Regular Meeting

Date of Meeting

April 18, 2024

Time of Meeting

3:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Members present: Nancy Lillquist, City Council; Grant Craig, Utility Customer (Zoom); Bryan Clark, KITTCOM (Zoom). Jeff Bousson, CWU; Audrey Huerta, Utility Customer. Absent: Nancy Goodloe (unexcused).

Also present: Darin Yusi, Gas Engineer (Zoom); Kim Bowie, Operations Analyst; Buddy Stanavich, Energy Resource Manager; Nicole Baker, Sustainability & Energy Coordinator (Zoom); Jon Morrow, Stormwater Manager (Zoom); Darren Larsen; Assistant Utilities Director; Derek Mayo, Engineering Services Manager; Heidi Behrends-Cerniwey, City Manager; Michael Jenkins, Finance Officer (Zoom); Mike Helgeson, Assistant PW Director; Aaron Reiman, Assistant City Attorney; Chuck Doan, Building Official.

Three members of the public present remotely via Zoom.

2. Robert's Rules of Order Presentation

Assistant City Attorney, Aaron Reiman, gave an informational presentation on how to properly conduct a public meeting.

3. Approval of Agenda

Committee member Huerta moved to approve the agenda as presented. **Motion approved. 5-0**

4. Approval of Minutes

4.A March 28, 2024 regular meeting minutes

Committee member Lillquist moved to approve the regular meeting minutes.

Motion approved. 5-0

5. Approval of Consent Agenda

No consent items.

6. Correspondence and Citizen Comments on Non-Agenda Items

Committee member Lillquist acknowledged a letter received from Meghan Anderson.

7. Telecommunications Utility Discussion Items

No updates or discussion items.

8. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items

- 8.A Reduce Legacy and Non-Legacy CCA GHG Emissions Cap & Investment Adjustment

The Committee has asked staff to bring back more ideas and proposals.

9. Staff Informational Items

- 9.A Building Code Update

Building Official, Chuck Doan, shared the significant changes in the newly adopted 2021 International Building Code.

- 9.B 2024 Aquifer Level Report

Mike Helgeson shared a presentation on aquifer levels at each City well.

- 9.C 2024 Cured-In-Place Sewer Line Rehabilitation Project

Mike Helgeson informed the Committee that SAK Construction was the lowest responsible bidder for the 2024 sewer line rehabilitation project.

- 9.D Public Works and Utilities Updates

Due to time constraints full Public Works updates were not shared. The information is attached in the agenda.

10. Commission Representative Update

Chairperson Bousson stated that CWU is currently working to stay on track to meet future energy and building codes.

11. Adjournment

Meeting adjourned at 5:10 pm.

Central Washington University

University Way Banner Request Form

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

Name of Event/Program: SOURCE 2025

Contact Person: Ash Perron

Phone Number: 509-963-1404

Banner Hang Dates (Tuesday-Monday): May 6-19, 2025

☐ CWU Scheduling Center has reserved the banner dates.
Phone: 509-963-1321, Email: schedule@cwu.edu

- ☐ Banner should be double-sided and a **maximum of 30' x 52"** and a **minimum of 24' x 48"** with **3" turnback at the top and bottom of the banner that will allow steel cable to be strung though it. No grommets.**
- We recommend that wind flaps be cut into the banner to prevent wind damage



* Example of a correctly made banner.

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

SOURCE 30th Anniversary. Symposium Of University Research and Creative Expression. May 14-15, 2025 the week prior to (5/5/25 week) and the week of (5/12/25)
SOURCE 2025

Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment of Shelter contract with Yakima Humane Society
Submitted by: Jim Weed, Captain
Department: Police

Suggested Motion/Action:

Authorize the City Manager to sign and execute Amendment 1 to the Animal Shelter Operations Agreement, and approve the necessary budget adjustments.

Background/Summary:

In January 2022, due to ongoing and persistent staffing issues, the decision was made to seek a private operator for the city animal shelter. The only interested party was the Yakima Humane Society and an agreement was developed after no responsive proposals were received for the published RFP.

Previous Council Action:

In July 2022, the Council approved a contract with Yakima Humane Society for shelter care of animals, animal veterinary services, adoption services and license sales. The bid received from YHS at that time was \$60,000 annually, paid out at \$5,000 per month.

Analysis:

In February 2024, YHS approached the City to advise that the ongoing cost of operation of the shelter was no longer sustainable for the previously agreed upon amount. YHS provided financial statements showing annual cost overruns of \$105,000, not counting lost revenue due to free spay and neuter procedures for Ellensburg adoption center pets. YHS advised it would be forced to turn operations over to the city if it were not able to level its financial statement with revenue increases. City staff proposed a new contract amount of \$120,000 for calendar years 2024 and 2025, which was accepted by the YHS Board of Directors.

Financial Impact:

The Ellensburg Police Department budget will require an additional \$60,000 for the 2024 budget to cover invoices from the YHS Operations at the Ellensburg Adoption Center. Additional expenditure for 2025 will be included in the 2025-26 biennial budget process.

Budget Adjustment: Yes

Attachments:

1. Amendment No. 1 to Agreement with Yakima Humane Society

**Amendment No. 1 to Animal Shelter Operations Agreement between
the City of Ellensburg and the Yakima Humane Society**

This Amendment No. 1, made and entered into this _____ day of June, 2024, by and between the City of Ellensburg ("the City"), a Washington municipal corporation, and the Yakima Humane Society ("Humane Society"), a Washington non-profit corporation, for the purpose of revising the terms for compensation of services paid by the City to the Humane Society.

WHEREAS, the City owns and maintains an Animal Shelter facility ("City Shelter") at 1007 S. Industrial Way, Ellensburg, WA 98926; and

WHEREAS, the Ellensburg City Code provides for dog and cat licensing and animal shelter services in Ellensburg; and

WHEREAS, the City and Humane Society entered into the "Animal Shelter Operations Agreement" effective July 6, 2022 ("Agreement"), providing for the Humane Society to operate the City's animal shelter under the terms and conditions as set forth in the Agreement; and

WHEREAS, providing for continued Humane Society operations in the existing Animal Shelter facility and animal licensing ensures uninterrupted shelter operations, and promotes the efficiency of these important services to the public and to the City; and

WHEREAS, funding for the Humane Society operations of the City's animal shelter is included in the 2023-24 Ellensburg Police Department budget, and will be included in the City's 2025-26 biennial budget; and

WHEREAS, Section 20 of the Agreement provides that any modification must be approved by the parties in writing;

NOW, THEREFORE, The parties agree as follows:

1. Section 4 of Agreement, "Consideration," is amended as follows:

Effective July 1, ~~2022~~ 2024, the City agrees to compensate the Humane Society a total of ~~Five~~ Fifteen Thousand Dollars (~~\$5,000.00~~ \$15,000.00) monthly through December 31, 2024. Effective January 1, 2025, the City agrees to compensate the Humane Society a total of Ten Thousand Dollars (\$10,000.00) monthly through December 31, 2025 for a total annual amount of ~~Sixty One Hundred and Twenty Thousand Dollars (\$60,000.00)~~ \$120,000.00 for providing the Shelter Facility services described herein. The Humane Society shall present the City with a monthly invoice before the tenth (10th) of the month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving the Humane Society's billing invoice.

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

THE CITY OF ELLENSBURG

YAKIMA HUMANE SOCIETY

By: _____
Heidi Behrends Cerniwey,
City Manager

By:  _____
Jeff Boyd, Executive Director

Approved as to form:

City Attorney



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-15 Approving Stalder Holdings, LLC Street Tree Removal Request at 101 W Washington Avenue.
Submitted by: Erin McGowan, Stormwater/Urban Forestry
Department: Public Works & Utilities

Suggested Motion/Action:

Adopt Resolution 2024-15, authorizing Stalder Holdings, LLC to remove the designated street trees at 101 W Washington Avenue.

Background/Summary:

The property owner at 101 W Washington Avenue is proposing a new multifamily development project comprising four duplexes, a tenant storage structure, off-street parking, infrastructure improvements, and landscaping. There are two existing street trees, a Douglas-fir and a Blue Spruce on the adjacent right-of-way. The location of the trees interferes with the proposed infrastructure improvements and development design.

Tree Condition: Both of the trees are in good condition. The Douglas-fir was previously topped.

City Infrastructure damage: The roots of the Douglas-fir have caused the Pearl Street sidewalk to uplift in places.

Tree Maintenance Activity by the City: The Street Department has done sidewalk grinding where the sidewalk was uplifted.

Species suitability to the location: Douglas-fir and Blue Spruce are not approved street trees.

Private damage claims processed by the City: None known.

Previous Council Action:

None

Analysis:

Removal of the trees is appropriate. The trees are not on the approved street tree list and conflict with the proposed development. The applicant will plant replacement trees as part of the new landscape design.

Financial Impact:

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

Budget Adjustment: No

Attachments:

1. 101 W Washington Ave - Stalder Street Tree Removal Request
2. 101 W Washington Ave - Stalder Street Tree Removal Graphics
3. 101 W Washington Ave - Stalder Replanting Plan
4. Resolution 2024-15 101 W Washington Ave Stalder Tree Removal

5/20/2024

This is a request for the removal of two conifer trees on the corner of W Washington Ave and Pearl St. One tree is on the property line with branches hanging over and probably has roots going across the property line which will affect the foundations of the proposed project. The other tree is in the location of the proposed stormwater swale for the runoff of Pearl St.

The locations of the trees are also not uniform and were not planted by the City or with any plan or reason for the location. Because of their future size and characteristics, they create a future hinderance on both the private property and City right of way in terms feasible development and use. These are some of the reasons the existing tree species are not on the approved street tree list so the removal would also help bring the landscaping into compliance.

As part of the proposed development, two new trees will be planted in the right of way as part of the approved landscaping plan. They will be Pacific Sunset Maples which are on the approved street tree list and be placed strategically as to allow improvements to be built and create the best visual aesthetic.

Matt Stalder
509 929 4820



RESOLUTION NO. 2024-15

A RESOLUTION of the Ellensburg City Council authorizing Stalder Holdings, LLC to remove two street trees located at 101 W Washington 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, Stalder Holdings, LLC has requested permission to remove two street trees;

WHEREAS, the City Arborist 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. Stalder Holdings, LLC is authorized to remove two street trees located at 101 W Washington Avenue. Approval is conditioned upon Stalder Holdings, LLC 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 Stalder Holdings, LLC's expense including removal of the stump, and replanting two street trees from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$600 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 trees.

ADOPTED by the City Council of the City of Ellensburg this June 3, 2024.

MAYOR

ATTEST: _____
CITY CLERK



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: WA Families Clean Energy Credits Grant Contract (24-52242-009-City of Ellensburg)
Submitted by: Buddy Stanavich , Energy Resources Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Accept the Washington Families Clean Energy Credits grant award of \$395,360.21 from the Washington State Department of Commerce to assist roughly 1,877 low and moderate income households with a one-time bill credit of \$200 per household to eligible residential customers; authorize the necessary budget adjustments and the City Manager to sign the contract and any related paperwork with the Dept. of Commerce in substantially similar form.

Background/Summary:

This is a Washington State Department of Commerce grant opportunity to electric utility providers for residential customer bill credits. The increasing expense of utility bills for many low- and moderate-income households in Washington presents a significant obstacle for residents as the state transitions toward a clean energy future. To help alleviate the costs for these households, all public and private electric utilities are now eligible for a new grant program.

The Legislature appropriated \$150 million and electric utilities can use up to 5% of their grant funds for administrative costs associated with the disbursement of funds. Commerce used the following four criteria, weighted equally, to determine each utility's allocation:

1. Utility service areas that are situated in locations experiencing disproportionate environmental health disparities
2. American Community Survey poverty data
3. Number of households served by the electric utility provider and
4. Energy burden data

Previous Council Action:

None

Analysis:

The Washington Families Clean Energy Credits Grant Program dedicates \$150 million to assist low and moderate income households with the clean energy transition. This initiative will offer one-time bill credits of \$200 per household to eligible residential customers through their electric utility provider. The Washington State Department of Commerce will distribute grants to all electric utility companies in Washington, enabling them to pass on \$200 bill

credits to customer accounts by September 15, 2024.

Utilities must first prioritize bill credits for customers at or below 80 percent Area Median Income (AMI) and if funds remain, may expand bill credits for customers up to 150 percent of Area Median Income (AMI). Customers residing in overburdened communities and vulnerable populations as defined under RCW 70A.02.010 will receive additional prioritization. This includes individuals who have participated in programs like the Low-Income Housing Energy Assistance Program (LIHEAP), utility payment plans, or other ratepayer-funded assistance programs. Utilities may also qualify customers through self-attestation.

By accepting the funds, the City agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of City which references programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Washington Families Clean Energy Credits Grant Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The City of Ellensburg currently has 219 accounts on the electric low-income discount rate and staff has identified an additional 673 units in low-income housing per the Housing Authority of Kittitas County's website. Further outreach will be needed to identify additional eligible households.

The Department of Commerce has contracted with Promise to more efficiently distribute relief, administer rebate programs, and handle income verification. Promise is a private firm that specializes in this type of work nationally. If the City chooses to receive assistance from Commerce and/or its contractors Promise in identifying eligible customer households, Commerce requests that the City commit to the following conditions regarding the data provided to Commerce and/or Promise:

- Providing access to customer data required for determining household Program eligibility in a structured format as specified by Commerce.
- Provide notification of changes to customer information that could result in disqualification from Program eligibility, including if the customer account has already been awarded a credit by the Grantee.
- Verify that credits allocated under the Program have been applied to eligible customer accounts.
- Ensure the privacy and security of customer information both at rest and in transit.
- Ensure the accuracy of all data to the best knowledge of the City.

Staff will return at a later Council meeting with a presentation outlining final details on the preferred method for account holder identification and credit allocation process.

Financial Impact:

The grant award, to serve 1,877 households in the City of Ellensburg, is in the total amount of \$395,360.21; funding for households is \$375,592.20 and \$19,768.01 (5%) is for administrative costs associated with the disbursement of funds. The Washington State Department of Commerce will pay the City of Ellensburg upon acceptance of services provided and receipt of properly completed invoices. The City of Ellensburg would receive reimbursement for administrative costs identified below or as authorized in advance by the Washington State Department of Commerce as reimbursable. Finance will need to amend the 2024 Electric Utility Fund to increase revenues and expenditures by \$395,360.21 to account for the grant.

Budget Adjustment: Yes

Attachments:

1. FINAL.Contract 24-52420-000 Template Washington Families Clean Energy Credits

Energy Contracts Routing Slip

Reviewed by	I verify that:	Initials
PROGRAM MANAGER & SUPERVISOR	- Any and all changes made are within my delegated authority and responsibilities - Fund source reviewed and contract amount approved - If applicable, fund allocation spreadsheet emailed to appropriate staff - Fund obligation discussed, reviewed and memo approved by leadership and appointing authority prior to routing contract or amendment, if applicable	
CLEAN BUILDINGS CONTRACT & BUDGET REVIEW	- Any and all changes made are within my delegated authority and responsibilities - Fund source, contract terms, scope of work reviewed and approved	
BUDGET STAFF	- Any and all changes made are within my delegated authority and responsibilities - Reviewed allotment authority and coding - Appropriate award paperwork in place, if applicable - Reviewed contract/amendment entry in CMS	
MANAGING DIRECTOR	- Any and all changes made are within my delegated authority and responsibilities - Final review before appointing authority signature	N/A
ASSISTANT DIRECTOR <i>cc: Energy Admin Lead</i>	Contract, amendment, or memo approved and signed by the Approving Authority	[Signature on document]

Instructions:

- Use this slip when soliciting any signature from the Energy Assistant Director or Deputy Assistant Director
- Attach this slip to the top of your DocuSign envelope *before* any additional materials
- When routing, only staff implicated in a request need to initial this slip. Inapplicable initial cells may be left empty
- The DocuSign envelope should be *context complete* and all relevant explanatory material attached
- **Questions?** Contact your Unit Admin or the [Energy Admin Lead](#)



Grant Agreement with

CITY OF ELLENSBURG

through

Energy Division

Grant Number:

24-52242-009

For

Washington Families Clean Energy Credits

Dated: Tuesday, May 21, 2024



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Face Sheet

Grant Number: 24-52242-009



Energy Division Washington Families Clean Energy Credits

1. Grantee CITY OF ELLENSBURG 501 N ANDERSON ST Ellensburg, WA 98926-3147		2. Grantee Doing Business As (as applicable) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Grantee Representative Heidi Behrends Cerniwey City Manager (509) 962-7221 cerniweyh@ellensburgwa.gov		4. COMMERCE Representative Jordan Laramie State Surplus Property Manager (360) 725-5044 jordan.laramie@commerce.wa.gov	
5. Grant Amount \$395,360.21	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date 05/21/2024
8. End Date 09/15/2024			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001245		11. SWV # SWV0008367-03	12. UBI # 192-000-016
13. UEI # N/A			
14. Grant Purpose The Washington Families Clean Energy Credits Grant Program dedicates \$150 million to assist low- to moderate-income households with the clean energy transition. This initiative will offer bill credits of \$200 per household to eligible residential customers through their electric utility provider.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR GRANTEE _____ Heidi Behrends Cerniwey, City Manager _____ Date		FOR COMMERCE _____ Cheryl Hardee, Energy Division Deputy Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$395,360.21 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES

Grantee shall receive reimbursement for administrative costs identified below or as authorized in advance by COMMERCE as reimbursable. Grantees may use up to five percent of their grant funds for administrative costs associated with the disbursement of funds provided by COMMERCE. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$19,768.01 which amount is included in the Grant total above.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Grants Management System.

The attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 24-52242-009. If



expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

6. ELIGIBLE CUSTOMER DATA

If the Grantee chooses to receive assistance from COMMERCE and/or its contractors or sub-contractors in identifying eligible customer households, COMMERCE requests that the Grantee commit to the following conditions regarding the data provided to COMMERCE and/or its contractors or sub-contractors, and COMMERCE and/or its contractors or sub-contractors are prohibited from further disclosing and/or selling any private or proprietary customer information obtained from the Grantee to identify eligible customer households.

In the event Grantee transmits data to COMMERCE and/or its contractor or sub-contractors for assistance identifying eligible customer households, the Grantee shall comply with the following conditions:



- Provide access to customer data required for determining household Program eligibility in a structured format as specified by COMMERCE.
- Provide notification of changes to customer information that could result in disqualification from Program eligibility, including if the customer account has already been awarded a credit by the Grantee.
- Verify that credits allocated under the Program have been applied to eligible customer accounts.
- Ensure the privacy and security of customer information both at rest and in transit.
- Ensure the accuracy of all data to the best knowledge of the Grantee.
- Meet the foregoing requirements at no additional cost.

Such data shall not be disclosed by any party for any purpose other than as expressly stated herein.

7. **INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be



required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

8. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.



General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.



4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.



10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:



- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.



17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

- A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.
- B. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.
- C. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- D. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- E. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost



difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.



Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.



Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially



completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.



- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Final budget language, page 149: Engrossed Substitute Senate Bill 5950

(29) \$150,000,000 of the climate commitment account—state appropriation is provided solely for the department to provide clean energy for Washington families grants for public and private electric utilities to provide bill credits for low-income and moderate-income residential electricity customers to help with the clean energy transition in the amount of \$200 per household, by September 15, 2024. Low and moderate-income is defined as less than 150 percent of area median income.

Utilities must prioritize customers in vulnerable populations in overburdened communities as defined under RCW 70A.02.010, such as those that have participated in the low-income home energy assistance program, utility payment plans, or ratepayer funded assistance programs. Utilities must first prioritize bill credits for customers at or below 80 percent area median income and if funds remain, may expand bill credits for customers up to 150 percent of area median income. Utilities may qualify customers through self-attestation.

Utilities may, but are not required to, work with community action agencies to administer these funds. Each utility shall disburse funds directly to customer accounts and adhere to program communications guidelines provided by the department. Utilities may use up to five percent of their grant funds for administrative costs associated with the disbursement of funds provided in this subsection.

If Initiative Measure No. 2117 is approved in the 2024 general election, upon the effective date of the measure, funds from the consolidated climate account may not be used for the purposes in this subsection.

Tasks and Deliverables

Task 1: Grantees will respond to the “How will your utility find eligible households?” Scoping Question Survey

Deliverable 1.1: Grantees will respond to the following questions in a Smartsheet survey provided by COMMERCE. This survey outlines some aspects of how a Grantee will find eligible households for the purposes of disbursing Program credits.

- (1) “How does your utility plan to find eligible households?”

Select all that apply.

Note: Customers who are currently enrolled in or have been enrolled in a low-income energy assistance program within the past two years (as of January 1, 2022) qualify as an “enrolled” customer.

Utility will determine if a customer is:

Enrolled in a low-income energy assistance program, utility payment plan, or other ratepayer assistance program

Enrolled in means tested federal low-income assistance program



Eligible based on online customer self-attestation form

Eligible based on self-attestation assisted by a customer service representative

Eligible based on self-attestation survey

Eligible based on working with programs offered by a Community Action Agency

Eligible through the use of 3rd party financial data

Other method - Please specify below

- (2) If you selected that your utility would work with a Community Action Agency above, please select the CAA that your utility would be working with.

<Multiple answers selectable>

- (3) Other method

Please detail what method(s) your utility is planning to use.

<detail method(s), if applicable>

- (4) Request assistance from Commerce's vendor:

My utility requests assistance from Commerce's vendor, Promise Pay to help my utility's eligibility and self-attestation program.

<Yes, No, or Undecided>

- (5) If you answered Yes or Unsure to the prior question, please fill out this Typeform (link forthcoming) from Promise Pay to enter contact details for certain positions in your organization.

- (6) Does your utility anticipate any challenges implementing this program?

<detail challenges, if applicable>

- (7) Any additional questions

<detail additional questions, if applicable>

Task 2: Expenditure Reporting

- (1) All Grantees are required to submit Project and Expenditure Reports with each invoice submitted for payment.

Deliverable 2.1: Project and Expenditure Reports with each invoice submitted for payment.

- Grantees must submit a detailed expenditure report of all expenses (totaling the requested reimbursement amount) and backup invoice documentation. The expenditure report/ledger must include:
 - Adopted budgets
 - Dates of expenditures
 - Expense categories
 - Use of administrative funding*



*Administrative funding may be spent on:

- Labor costs to apply bill credits or finding eligible households,
- Marketing and outreach costs (including printing signs, bill inserts, flyers, etc.),
- Communications costs (including translation services, community outreach, radio/paper/digital advertisement buys),
- Creation, development, implementation and/or maintenance of a self-attestation portal.

(2) Documentation of subawards, contracts, grants, loans, transfers, and direct payments.

Deliverable 2.2:

- Each Grantee shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than \$50,000.
- (3) If Grantees find that they do not need to spend all their administrative allocation (up to 5% of total grant allocation) on administrative costs, the utility may reallocate administrative funds to provide additional bill credits to eligible customer households. All funds must be spent by September 15, 2024.

Deliverable 2.3: If funds are returned to COMMERCE, meant for the express purpose of redistribution to other utilities participating in the Washington Families Clean Energy Credits Grant Program, Grantees must record the dollar value of the returned allocation.

Task 3: Record of qualifying accounts and amount disbursed

- (1) All grantees are required to retain and provide to COMMERCE a record of customer accounts that received the bill credit under the Program. This record must include sufficient information for potential programmatic review by a third-party audit:
- a. The account number of the household that received the bill credit from the Grantee.
 - b. The date a bill credit was applied to a customer's account number by the Grantee.
 - c. The dollar amount applied to individual customer accounts by the Grantee.
 - d. The total dollar amount applied to all customer accounts by the Grantee.
 - e. The total dollar amount the Grantee received from COMMERCE.
 - f. The date that the Grantee received funding from COMMERCE.

Deliverable 3.1: All grantees are required to retain and provide to COMMERCE a record of customer accounts that received the bill credit under the Program as detailed in Task 3(1)(a) through (f). This record must include sufficient information for potential programmatic review by a third-party audit:



Task 4: Household Impacts

- (1) All Grantees are required to submit to COMMERCE an aggregated estimate of households served

Deliverable 4.1: Total number of households served.

- (2) All grantees are required to submit to COMMERCE an estimate of households served that are within specific income brackets.

Deliverable 4.2: The estimated number of households served by the Washington Families Clean Energy Credit Grant Program within the following area median income (AMI) brackets.

- a. Low-income (up to 80% AMI)
- b. Moderate-income (equal to 80% to 150% AMI)

**Attachment B: Budget**

Item	Description	Amount
1	Total dollar value of the grants to administer a bill credit to low- to moderate- income customer accounts.	\$375,592.2
2	Total dollar value of administrative costs used to support the goals of the Washington Families Clean Energy Credits Grant Program.	\$19,768.01
	Total Grant Amount	\$395,360.21

Certificate Of Completion

Envelope Id: 8DF05222B981421A9E0783D18C7ED3D3

Status: Sent

Subject: Review: 24-52242-009 City of Ellensburg WA Families Clean Energy Credits

Division:

Energy

Program: Energy

ContractNumber: 24-52242-009 City of Ellensburg WA Families Clean Energy Credits

DocumentType: Contract

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 4

Anneka McDonald

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

anneka.mcdonald@commerce.wa.gov

IP Address: 147.55.149.254

Record Tracking

Status: Original

Holder: Anneka McDonald

Location: DocuSign

5/22/2024 2:13:55 PM

anneka.mcdonald@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Jordan Laramie

jordan.laramie@commerce.wa.gov

Security Level: Email, Account Authentication
(None), Login with SSO**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.10.223

Timestamp

Sent: 5/22/2024 2:14:01 PM

Viewed: 5/22/2024 2:17:54 PM

Signed: 5/22/2024 2:17:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Anneka McDonald

anneka.mcdonald@commerce.wa.gov

Incentive Program Lead

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.149.254

Sent: 5/22/2024 2:17:58 PM

Viewed: 5/22/2024 2:19:50 PM

Signed: 5/22/2024 2:19:54 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dan Nguyen

dan.nguyen@commerce.wa.gov

Signing Group: COM Energy Budget Office

Security Level: Email, Account Authentication
(None), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.10.212

Sent: 5/22/2024 2:19:56 PM

Viewed: 5/22/2024 2:43:14 PM

Signed: 5/22/2024 2:43:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Heidi Behrends Cerniwey

cerniweyh@ellensburgwa.gov

Security Level: Email, Account Authentication
(None)

Sent: 5/22/2024 2:43:29 PM

Viewed: 5/22/2024 4:08:08 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Heidi Behrends Cerniwey cerniweyh@ellensburgwa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/22/2024 4:08:08 PM ID: 85ba90ff-3913-4e71-a451-4918accd683c Jordan Laramie jordan.laramie@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/22/2024 2:14:01 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Fourth Amendment to the Affordable Housing Agreement with 113 West Bender Road (Habitat for Humanity)
Submitted by: Terry Weiner, City Attorney/Assistant City Manager
Department: City Attorney

Suggested Motion/Action:

Authorize the City Manager to execute the Fourth Amendment to the Affordable Housing Agreement and associated financing documents with 113 West Bender Road, LLC (Habitat for Humanity), affirm acceptance of the second CHIP Grant from the Department of Commerce, and approve the necessary budget adjustments.

Background/Summary:

On October 22, 2020 the City received an application from Habitat for Humanity Seattle-King County requesting acquisition of City surplus property located at the north intersection of Bender and Water streets, and \$765,000 in affordable housing sales tax funds, to develop 18 single family dwellings providing homeownership opportunities for low-income families. The application was reviewed by the City Affordable Housing Commission and approved by City Council on December 6, 2021.

The project, known as "Stuart Meadows," is being constructed in three phases (six homes each) through "113 W Bender Road, LLC," an affiliate of Habitat for Humanity. Phase I, which includes three homes for low-income families earning no more than 60% of the Area Median Income (AMI), was completed last month and a dedication ceremony was held on May 18 for the first six homeowners. The remaining homes will be available for families earning no more than 80% of the AMI. Phases II and III will follow with similar sequential construction schedules.

As part of the project funding, the City successfully applied for a state Department of Commerce grant, Connecting Housing to Infrastructure ("CHIP") to help fund certain Stormwater utility improvements. The grant, for \$395,000, will be passed through to the Stuart Meadows project on a reimbursement basis. The City was awarded a second CHIP grant (an amendment to the original grant) by Commerce in April for \$1 million.

Previous Council Action:

On December 6, 2021, Council approved the Affordable Housing Agreement with 113 W Bender Road LLC for the Stuart Meadows project. A minor amendment to the Agreement was made on February 15, 2023. A Second Amendment was approved at Council's March 20, 2023 meeting to incorporate a Connecting Housing to Infrastructure ("CHIP") grant to help fund certain Stormwater utility improvements. A Third Amendment to extend the

completion date for each of the phases was approved by Council at its January 16, 2024 meeting.

Analysis:

The proposed Fourth Amendment to the Affordable Housing Agreement ("Agreement") will add the value of the second CHIP grant, \$1 million, to the Agreement, as well as be incorporated into the Promissory Note and Deed of Trust that protect the City's investment in the Stuart Meadows project.

Financial Impact:

No direct financial impact results from approval of the Fourth Amendment to the Affordable Housing Agreement. Budgeted 2024 expenditures and revenues will both need to increase by \$1 million to accommodate the pass-through reimbursements.

Budget Adjustment: Yes

Attachments:

1. Stuart Meadows - Fourth Amendment to Affordable Housing Agreement (Signed by Habitat)
2. Stuart Meadows - City of Ellensburg Second Amendment to DOT (executed)
3. Stuart Meadows - CHIP Note (\$1M)

**FOURTH AMENDMENT TO AFFORDABLE HOUSING AGREEMENT
(113 West Bender Road)**

THIS FOURTH AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (the “***Amendment***”) dated for identification purposes only as of May _____, 2024, is entered into by and between the **CITY OF ELLENSBURG**, a municipal corporation (“***City***”) and **113 W BENDER ROAD LLC**, a Washington limited liability company (the “***Developer***”).

Recitals

A. The City and Developer are parties to an Affordable Housing Agreement dated December 6, 2021 (the “***Affordable Housing Agreement***”) pursuant to which Developer agreed to acquire from City and develop with affordable housing certain real property commonly known as 113 West Bender Road, Ellensburg, Washington (the “***Property***”). The Affordable Housing Agreement, as amended by a First Amendment to Affordable Housing Agreement dated February 1, 2022, by a Second Amendment to Affordable Housing Agreement dated March 20, 2023 and by a Third Amendment to Affordable Housing Agreement dated January 24, 2024, is collectively referred to herein as the “***Agreement***”. All capitalized used but not otherwise defined herein have the meanings given in the Agreement.

B. On February 28, 2022, City conveyed the Property to Developer pursuant to a Statutory Warranty Deed recorded under Kittitas County Auditor’s No 202203010052. The Property had a fair market value of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000) (the “***Property Value***”). The Property is subject to a Regulatory Agreement dated February 28, 2022 and recorded under Kittitas County Auditor’s Recording No. 202203010053 (the “***Regulatory Agreement***”) pursuant to which use of the Property is restricted to affordable housing for a period of fifty (50) years.

C. Contemporaneously with the Property conveyance, City loaned Developer Seven Hundred Sixty-Five Thousand and 00/100 Dollars (\$765,000) (the “***City Loan***”) to develop affordable housing on the Property. The Property Value and the City Loan are evidenced by a Promissory Note dated February 28, 2022, made by Developer in favor of City for One Million One Hundred Five Thousand and 00/100 Dollars (\$1,105,000) (the “***City-Developer Note***”). The City-Developer Note is secured by a Deed of Trust dated February 28, 2022 made by Developer, as grantor, for the benefit of City, as beneficiary, and First American Title Insurance Company, as trustee, which encumbers the Property and was recorded under Kittitas County Auditor’s Recording No. 202203010054, as amended by that certain First Amendment to Deed of Trust dated March 20, 2023 and recorded under Kittitas County Auditor’s Recording No. 202304110006 (the “***City-Developer Deed of Trust***”).

D. The Washington State Department of Commerce (“***Commerce***”) previously awarded the City a Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) Connecting Housing to Infrastructure grant (“***CHIP Grant***”) to support construction of certain stormwater utility improvements on the Property (the “***Stormwater Improvements***”), as required

under the Capital Agreement between the City and Commerce dated July 1, 2021 (“**CHIP Contract**”).

E. Commerce has the City an additional award of One Million and 00/100 Dollars (\$1,000,000) Connecting Housing to Infrastructure grant (“**Additional CHIP Grant**”) to support construction of additional Stormwater Improvements on the Property (the “**Additional Stormwater Improvements**”), as required under the amended Capital Agreement between the City and Commerce dated April 19, 2024, a copy of which is attached hereto as Exhibit A (“**Amended CHIP Contract**”).

F. Developer intends to construct the Additional Stormwater Improvements for the Property. The City wishes to fund that construction by making a loan to Developer in the amount of the Additional CHIP Grant (the “**Additional CHIP Loan**”). The parties now wish to amend both the Agreement and the City-Developer Deed of Trust to incorporate Developer’s obligations regarding the Additional CHIP Loan and the conditions for disbursement of such funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **Definitions.** Section 1 of the Agreement is hereby amended as follows:

(i) **New Definitions.** The following definitions are added to Section 1.1 of the Agreement:

“**Amended CHIP Contract**” means the amended Capital Agreement between the City and Commerce dated April 19, 2024, for the Connecting Housing to Infrastructure Program grant awarded to City by Commerce in the amount of the Additional CHIP Note, a copy of which is attached to the Fourth Amendment to Affordable Housing Agreement.

“**Additional CHIP Note**” means a promissory note substantially in the form attached to the Fourth Amendment to the Affordable Housing Agreement that evidences a loan from City to Developer in the amount of One Million and 00/100 Dollars (\$1,000,000) to fund construction of the stormwater improvements described in the Amended CHIP Contract.

“**Fourth Amendment to the Affordable Housing Agreement**” means the Fourth Amendment to the Affordable Housing Agreement by and between City and Developer dated as of _____, 2024.

(ii) **Amended Definition of City Developer Deed of Trust.** The definition of “City-Developer Deed of Trust” in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“City-Developer Deed of Trust” means the Deed of Trust dated February 28, 2022, made by Developer, as grantor, in favor of the City, as beneficiary, and First American Title Insurance Company, as trustee, which encumbers the Property and was recorded under Kittitas County Auditor’s Recording No. 202203010054, as amended by that certain First Amendment to Deed of Trust dated March 20, 2023 and recorded under Kittitas County Auditor’s Recording No. 202304110006 and as further amended by the Second Amendment to Deed of Trust substantially in the form attached to the Fourth Amendment to Affordable Housing Agreement.

(iii) Amended Definition of Project Documents. The definition of “Project Documents” in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Project Documents” means, collectively, this Agreement (as amended), the Regulatory Agreement, the City Deed, the City-Developer Note, the City-Developer Deed of Trust, the Homebuyer Senior Note, the Homebuyer Senior Deed of Trust, the Ground Lease, the Homebuyer Junior Deed of Trust, the Homebuyer Junior Note, the CHIP note and the Additional CHIP Note.

2. **Construction of Additional Stormwater Improvements**. Developer shall construct the Additional Stormwater Improvements in accordance with the requirements of the Amended CHIP Contract. Upon substantial completion, Developer shall submit an Application for Disbursement of the Additional CHIP Loan to Developer with the information required under Section 2.1.3.3 of the Agreement. Subject to satisfaction of each and every condition in Section 3 of this Amendment, City shall disburse the Additional CHIP Loan to Developer. Developer shall apply all Additional CHIP Loan funds to costs incurred to construct the Additional Stormwater Improvements.

3. **Conditions Precedent of Disbursement**. City shall disburse the Additional CHIP Loan to Developer upon satisfaction of each and every one of the following conditions precedent (the “***Additional CHIP Loan Conditions Precedent***”), as determined by the City Manager in good faith:

(i) Substantial Completion. Substantial completion of the Additional Stormwater Improvements, as reasonably determined by the City Manager consistent with the process for consideration of Applications for Disbursements in Section 2.1.3.4 of the Agreement.

(ii) Application for Disbursement. Developer’s execution and delivery of an Application for Disbursement for costs incurred to construct the Additional Stormwater Improvements which satisfies the requirements of Section 2.1.3.3 of the Agreement.

(iii) CHIP Loan Documents. Developer’s execution and delivery to City of the following loan documents for the Additional CHIP Loan:

(a) A promissory note substantially in the form attached hereto as Exhibit B to evidence the Additional CHIP Loan (the “***Additional CHIP Note***”); and

(b) An amendment to the City-Developer Deed of Trust substantially in the form attached hereto as Exhibit C (the “***City Developer Deed of Trust Second Amendment***”).

(iv) Corporate Resolution. Delivery to City of a certified copy of the resolution of the board of directors (or authorized executive committee) of Habitat for Humanity Seattle-King County, in its capacity as manager of Developer, authorizing or ratifying the Additional CHIP Loan and execution of the Additional CHIP Note, CHIP Deed of Trust Second Amendment, and this Amendment.

(v) Developer Certificate. Developer’s execution and delivery to City of a Developer Certificate confirming that (a) all representations and warranties of Developer contained in the Agreement are correct, (b) no Event of Default by Developer shall have occurred under the Agreement or any Program Document, (c) no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer under the Agreement or any Program Document, (d) Developer is in compliance with the Agreement, and (e) the Additional Stormwater Improvements have been substantially completed in accordance with the Amended CHIP Contract.

All conditions set forth in this section are for the City’s benefit only and City Manager may waive all or any part of such rights by written notice to Developer. Disbursement of the CHIP Loan to Developer shall constitute Developer’s certification, to the best of Developer’s knowledge, that all CHIP Loan Conditions Precedent have been satisfied.

4. **Exhibits.** Exhibits A, B and C attached hereto are incorporated into this Amendment and the Agreement by this reference.

5. **Amendment Limited.** This Amendment and all Exhibits attached hereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior oral or written understandings, agreements, promises or other undertakings between the parties regarding that subject matter.

7. **Conflicts.** This Amendment shall control over any conflicting terms in the Agreement.

8. **Counterparts.** This Amendment may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

[Signatures begin on the following page]

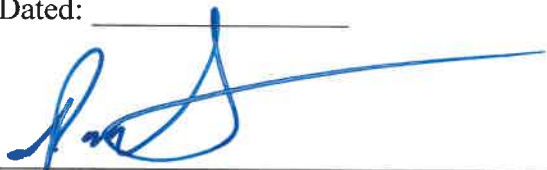
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date(s) specified below.

DEVELOPER:

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: 
Brett D'Antonio
Its: Chief Executive Officer
Dated: _____

By: 
Patrick Sullivan
Its: Chief Operating Officer
Dated: _____

CITY:

CITY OF ELLENSBURG, a Washington municipal corporation

By: _____
City Manager
Dated: _____

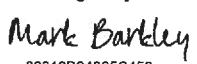
EXHIBIT A
(Amended CHIP Contract)

Amendment**Contract Number: 22-96720-212****Amendment Number: 1**

**Washington State Department of Commerce
Local Government Division
Growth Management Unit
Connecting Housing to Infrastructure Program (CHIP) using ARPA SLFRF Funds**

1. Grantee City of Ellensburg 501 North Anderson Street Ellensburg, WA 98926		2. Project Stuart Meadows 113 West Bender Road Ellensburg, WA 98926	
3. Contractor Representative Lily Frey Housing & Grants Administrator (509) 962-7270 freyl@ci.ellensburg.wa.us		4. COMMERCE Representative Mischa Venables CHIP Project Manager (360)725-3088 mischa.venables@commerce.wa.gov	
5. Original Contract Amount \$395,000	6. Amendment Amount + \$1,000,000	7. New Contract Amount \$1,395,000	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date Date of execution	10. Amendment End Date June 30, 2025
11. Federal Funds (as applicable): \$1,395,000	Federal Agency: <u>Department of Treasury</u>		CFDA Number: 21.027
12. Amendment Purpose: This amendment increases the amount of the award for the construction of water, sewer, and stormwater utility improvements for the Stewart Meadows affordable housing project, as referenced in Attachment A – Scope of Work.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR DocuSigned by:  CB23D769FD6D429... Rich Elliott, Mayor City of Ellensburg 4/18/2024 8:25 AM PDT Date	FOR COMMERCE DocuSigned by:  80312B04865C458... Mark K. Barkley, Assistant Director Local Government Division 4/19/2024 7:19 AM PDT Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date
--	---

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work is hereby revised as attached, on the following pages.

Note: Amendment is a total of four pages, counting Face Sheet.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment A

Amended Contract COM 22-96720-212

SCOPE OF WORK

Funds awarded under this grant will be used for \$1,395,000 in capital expenditures for the Stuart Meadows project, an 18-unit single family home project in a community land trust, with 15 affordable units. The location of the project is: 113 West Bender Road, Ellensburg, WA 98926. Project activities will include and be limited to the construction of the following utility improvements:

- Water: Installation of Water Mains & Meters (including Sewer Stubs & Hydrants); install irrigation system; associated site mobilization and backfill
- Sewer: Redesign sewer connection to development to mitigate effects of unexpected soil groundwater caused by agricultural irrigation in the area (and associated additional excavation and soil mobilization costs, as well as additional water and sewer services).
- Stormwater: Install approximately 350 feet of new 12" storm drain pipe to manage the storm water from the installation of the road and sidewalk. Redesign of entire stormwater system for site due to excess groundwater spilling into the property including: installation of new detention pond, new storm drain piping, geotextiles, quarry spalls, filter fabric, pervious and impervious areas and grading of all areas as they tie into stormwater; additionally, we will need additional excavation, mobilization, soil containment, line installation, excess groundwater removal, additional labor costs, and new soils for back-fill.
- The total cost for these improvements is \$1,395,000.

This project is expected to be complete by June 30, 2025.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

DocuSigned by:

CB23D769FD6D429...
Rich Elliott, Mayor

4/18/2024 | 8:25 AM PDT
DATE

Amendment A

Amended Contract COM 22-96720-212

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15,¹ Under ARPA's SLFRF guidance, funding for this grant falls under the category of responding to "*Public Health and Economic Impacts*" of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to "*Building Stronger Communities through Investments in Housing and Neighborhoods*" by serving those communities that were hardest hit by the pandemic through investments in affordable housing development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units.* Supporting the development of affordable housing is important to address a

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form

Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	DS CC 4/8/2024 6:15 PM PDT
GMS Managing Director	Dave Andersen	DS Da 4/9/2024 8:33 AM PDT
Deputy Assistant Director – LGD	Tony Hanson	DS TH 4/19/2024 7:17 AM PDT

Certificate Of Completion

Envelope Id: 153DB44395A646C0B07E9D19C8AE5B0D

Status: Completed

Subject: Complete with DocuSign: Ellensburg CHIP Amendment_1

Division:

Local Government

Program: CHIP

ContractNumber: 22-96720-212

DocumentType:

Contract Amendment

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 3

Ashley Murphy

AutoNav: Enabled

1011 Plum Street SE

EnvelopeId Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

ashley.murphy@commerce.wa.gov

IP Address: 198.239.106.226

Record Tracking

Status: Original

3/27/2024 5:44:31 PM

Holder: Ashley Murphy

ashley.murphy@commerce.wa.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Corina Campbell

corina.campbell@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Signature****Timestamp**

Sent: 3/27/2024 5:48:40 PM

Viewed: 3/27/2024 9:12:04 PM

Signed: 4/8/2024 6:15:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.149.251

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dave Andersen

dave.andersen@commerce.wa.gov

Security Level: Email, Account Authentication
(None)

Sent: 4/8/2024 6:15:49 PM

Viewed: 4/9/2024 8:33:23 AM

Signed: 4/9/2024 8:33:29 AM

Signature Adoption: Pre-selected Style

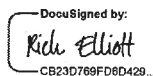
Using IP Address: 198.238.6.167

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rich Elliott

rich.elliott@ci.ellensburg.wa.us

Security Level: Email, Account Authentication
(None)

Sent: 4/9/2024 8:33:31 AM

Viewed: 4/18/2024 8:25:38 AM

Signed: 4/18/2024 8:25:47 AM

Signature Adoption: Pre-selected Style

Using IP Address: 64.146.186.2

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 8:25:38 AM

ID: 50faff7b-6d42-489b-828d-096478ed9f9e

Signer Events	Signature	Timestamp
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.229	Sent: 4/18/2024 8:25:48 AM Viewed: 4/19/2024 7:17:12 AM Signed: 4/19/2024 7:17:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.137	Sent: 4/19/2024 7:17:23 AM Viewed: 4/19/2024 7:19:49 AM Signed: 4/19/2024 7:19:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None)		Sent: 3/27/2024 5:48:40 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lily Frey Freyl@ci.ellensburg.wa.us Security Level: Email, Account Authentication (None)		Sent: 4/9/2024 8:33:31 AM Viewed: 4/9/2024 9:46:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mischa Venables mischa.venables@commerce.wa.gov Security Level: Email, Account Authentication (None)		Sent: 4/9/2024 8:33:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2024 5:48:40 PM
Certified Delivered	Security Checked	4/19/2024 7:19:49 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/19/2024 7:19:57 AM
Completed	Security Checked	4/19/2024 7:19:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

EXHIBIT B
(Additional CHIP Note)

CHIP NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$1,000,000

Ellensburg, Washington

May ____, 2024

FOR VALUE RECEIVED, 113 W BENDER ROAD LLC, a Washington limited liability company (the “Developer” or “Maker”), promises to pay to the CITY OF ELLENSBURG, a municipal corporation (the “City” or “Holder”), at its offices at 501 North Anderson Street, Ellensburg, Washington 98926, or at such other place as City may from time to time designate in writing, the principal sum of One Million and 00/100 Dollars (\$1,000,000), in Connecting Housing to Infrastructure Program grant funding disbursed to Developer by City (“Additional CHIP Loan Amount”).

RECITALS

A. This Promissory Note (the “Note”) is made pursuant to that certain Affordable Housing Agreement by and among the Developer and the City of Ellensburg (the “City”) dated as of December 6, 2021, as amended on as amended by a First Amendment to Affordable Housing Agreement dated February 1, 2022, by a Second Amendment to Affordable Housing Agreement dated March 20, 2023 by a Third Amendment to Affordable Housing Agreement dated January 24, 2024 and by a Fourth Amendment to Affordable Housing Agreement dated May ____, 2024 to add the Additional CHIP Loan Amount (the “Agreement”).

B. Capitalized terms not described herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Developer agrees as follows:

1. Agreement. The principal sums hereunder have been and are being loaned, in an amount equal to the Additional CHIP Loan Amount, by City to Developer in accordance with and pursuant to the Agreement, which is a public record on file in the office of the City Clerk. The terms of the Agreement are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Agreement shall be a default hereunder, and a default hereunder shall be a default under the Agreement. This Note shall be a nonrecourse note. Maker and Holder agree and acknowledge that in the event Developer fully performs under the Agreement, the result would be that payment will not be required under this Note, the overriding purpose of this Note being to provide assurance for the performance by the Developer under the Agreement. This Note shall be nonrecourse.

2. Interest. Interest shall accrue on the unpaid principal amount of this Note at the rate of zero percent (0%) simple interest per annum in lawful money of the United States of America, excepting in the event the Alternate Rate becomes applicable under Section 9 in which event the Alternate Rate shall apply until a cure is effected (in which case the interest rate shall prospectively become zero percent thereafter).

3. **Payment.** There are no regular, scheduled payments required under this Note. The entire balance due under this Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to the Agreement; (ii) the sale or other conveyance of the Site or portion thereof except in the event individual Homebuyer Properties are conveyed by Developer to Program Participants in conformity with the Agreement; or (iii) the uncured default of Developer under the Agreement, this Note or the City-Developer Deed of Trust. The outstanding principal balance of the Note shall be deemed satisfied in full upon the sale by Developer of all Units to Program Participants in compliance with the Agreement.

4. **Form of Payments.** Any amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. **Application of Payments.** All payments shall be applied first to costs and fees owing hereunder, second to the payment of accrued interest and third to the payment of principal.

6. **Prepayment.** At any time, Developer may prepay in whole or in part the outstanding principal balance under this Note, together with all accrued and unpaid fees, costs and expenses payable hereunder, without penalty.

7. **Security.** This Note is secured by the City-Developer Deed of Trust pursuant to an Amendment to the City-Developer Deed of Trust dated and recorded on or about the date hereof. The terms of the City-Developer Deed of Trust, as amended, are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. To the extent any unpaid balance hereunder is so secured by the City-Developer Deed of Trust, a default under any of the provisions of the City-Developer Deed of Trust shall be a default hereunder, and a default hereunder shall be a default under the City-Developer Deed of Trust.

8. **Acceleration and Other Remedies.** Upon the occurrence of either of the following events, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the City-Developer Deed of Trust, to be due and payable immediately:

(a) an Event of Default, or

(b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing, encumbering, or alienating the Site, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, other than sales to Program Participants of Homebuyer Properties in conformity with the Agreement, without the prior written consent of the City.

Upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the City-Developer Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the

Agreement or under the City-Developer Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

9. **Alternate Rate.** Upon the occurrence of any Event of Default, or upon the maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of City, shall bear interest, from the date of occurrence of such Event of Default or maturity and after judgment and until collection, at the "Alternate Rate", such rate being the highest interest rate then permitted by law by a City within the State of Washington (the "Maximum Legal Rate of Interest"). Interest calculated at the Alternate Rate, when and if applicable, shall be due and payable immediately without notice or demand. Developer agrees that in the event of any Event of Default, City will incur additional expense in servicing the loan evidenced by this Note and will suffer damage and loss resulting from such Event of Default. Developer agrees that in such event City shall be entitled to damages for the detriment caused thereby, which damages are extremely difficult and impractical to ascertain. Therefore, Developer agrees that the Alternate Rate (as applied to the unpaid principal balance, accrued interest, fees, costs and expenses incurred) is a reasonable estimate of such damages to City, and Developer agrees to pay such sum on demand.

10. **Waivers.** Developer and all endorsers, guarantors and sureties hereof jointly and severally waive presentment, protest, notice of protest, notice of dishonor, diligence in collection, and the benefit of any exemption under any homestead exemption laws, if applicable.

11. **Consents.** Developer and all endorsers, guarantors and sureties consent to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. **Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Ellensburg and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

13. **Usury.** It is the intention of Developer and City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for

in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

- (a) the provisions of this paragraph shall govern and control;
- (b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;
- (c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by City or, if this Note shall have been paid in full, refunded to Developer; and
- (d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined above), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of Washington, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that City may from time to time charge Developer, and under which Developer would have no claim or defense of usury under the Interest Law.

14. Costs of Enforcement. Developer agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees and disbursements (including appeals), incurred by the City of this Note to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and severable and shall survive the merger of this provision into any judgment.

15. Miscellaneous. Time is of the essence hereof. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Note shall be governed by and construed under the laws of the State of Washington. Developer irrevocably and unconditionally submits to the jurisdiction in Kittitas County Superior Court or the United States District Court for the Eastern District of Washington, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

[Signature page follows.]

“DEVELOPER”

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: _____
Brett D’Antonio
Its: Chief Executive Officer

By: _____
Patrick Sullivan
Its: Chief Operating Officer

EXHIBIT C
(City-Developer Deed of Trust Second Amendment)

When Recorded Return To:

City of Ellensburg
501 North Anderson Street
Ellensburg, Washington, 98926
Attention: City Manager

**CITY OF ELLENSBURG, WASHINGTON
SECOND AMENDMENT TO DEED OF TRUST**

Grantor/Borrower: 113 W Bender Road LLC
Beneficiary: City of Ellensburg
Funding Source: Affordable Housing Fund as funded with sales taxes
Grantee/Trustee: First American Title Insurance Company
Assessor's Tax ID#: 962531, 962532, 962533, 962534, 962535, 962536, 962537,
962538, 962539, 962540, 962541, 962542, 962543, 962544,
962545, 962546, 962547, 962548, 962549 (FKA 541133)
Abbreviated Legal Description: Lots 1 through 18 and Tract A, inclusive, PLAT OF
STUART MEADOWS, Book 13 of Plats, pages 233 and 234
Full legal description attached as Exhibit A (the property
described therein constitutes the "Property")
Address: 113 W Bender Road, Ellensburg, Washington
Related Document: 202203010054; 202304110006

This SECOND AMENDMENT TO DEED OF TRUST ("Amendment") is made this _____ day of _____, 2024 between **113 W Bender Road LLC**, a Washington limited liability company (hereinafter "Borrower"), whose address is c/o Habitat for Humanity Seattle-King County, 500 Naches Avenue SW, Suite 200, Renton, Washington 98057 and the **City of Ellensburg, Washington**, a municipal corporation ("Beneficiary" or the "City"), whose address is 501 North Anderson Street, Ellensburg, Washington 98926.

Factual Background

A. Grantor executed a Deed of Trust for the benefit of Beneficiary, dated February 28, 2022, and recorded under Kittitas County Auditor's Recording No. 202203010054, as amended by that certain First Amendment to Deed of Trust dated March 20, 2023 and recorded on April 11, 2023 under Kittitas County Auditor's Recording No. 202304110006 (collectively, the "Deed of Trust"). The Deed of Trust encumbers the real property more particularly described on attached Exhibit A.

B. Beneficiary has agreed to loan Grantor an additional One Million and 00/100 Dollars (\$1,000,000) to support construction of certain stormwater utility improvements on the Property, as evidenced by a Promissory Note dated on or about the date hereof (the "Additional CHIP Note"). Grantor and Beneficiary now desire to amend the Deed of Trust to secure the Additional CHIP Note and otherwise reflect the additional financial assistance provided, as set forth below.

Agreement

NOW, therefore, Grantor and Beneficiary agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Deed of Trust.

2. Preamble. The second and third paragraphs of the Deed of Trust are hereby deleted in their entirety and replaced by the following:

This Deed of Trust is made in consideration for the financial assistance provided by the City of Ellensburg pursuant to (1) that certain unrecorded agreement entitled "Affordable Housing Agreement" by and between Borrower and Beneficiary dated as of December 6, 2021, as amended by a First Amendment to Affordable Housing Agreement dated as of February 28, 2022, by a Second Amendment to Affordable Housing Agreement dated as of March 20, 2023, by a Third Amendment to Affordable Housing Agreement dated January 24, 2024 and by a Fourth Amendment to Affordable Housing Agreement dated _____, 2024 (as amended, the "Affordable Housing Agreement"), a copy of which is on file with the City as a public record; and (2) that certain instrument entitled "Regulatory Agreement" by and between Beneficiary and Borrower recorded on March 1, 2022 under Kittitas County Auditor's recording No. 202203010053 (the "Regulatory Agreement"). The Regulatory Agreement is deemed incorporated herein by reference.

Under the Affordable Housing Agreement, Beneficiary will make financial assistance available to Borrower in the form of (i) a contribution of land, with an agreed-upon value of \$340,000, (ii) a loan in the original principal amount of \$765,000, (iii) a loan in the original principal amount of \$395,000 (Connecting Housing to Infrastructure Program grant) and (iii) an additional loan in the original principal amount of \$1,000,000 (Connecting Housing to Infrastructure Program grant), for a total of \$2,500,000 in financial assistance (collectively, the "City Loan Amount"), all under terms and conditions more particularly set forth in the Affordable Housing Agreement. Capitalized terms not defined herein shall have the respective meanings set forth therefor in the Affordable Housing Agreement.

3. Obligations Secured. Section 3.1 of the Deed of Trust is hereby deleted in its entirety and replaced by the following:

3.1 Payment in the amount of the City Loan Amount with interest according to the terms of (i) a Promissory Note dated February 28, 2022, payable by Grantor to Beneficiary for One Million One Hundred Five Thousand and 00/100 Dollars (\$1,105,000) (the "City-Developer Note"), (ii) a Promissory Note dated March 20, 2023 payable by Grantor to Beneficiary for Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) (the "CHIP Note"), and (iii) a Promissory Note dated _____, 2024 payable by Grantor to Beneficiary for One Million and 00/100 Dollars (\$1,000,000) (the "Additional CHIP Note"). As used herein, the term "Note" shall mean, collectively, the City-Developer Note, the CHIP Note and the Additional CHIP Note, including all renewals, modifications and extensions thereof;

4. No Novation. Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part of the City-Developer Note, the CHIP Note or Additional CHIP Note or any other instrument or agreement evidencing any of the obligations secured by the Deed of Trust.

5. Conflicts. Except as provided in this Amendment, the terms of the Deed of Trust remain in full force and effect. In the event any conflict is asserted between this Amendment and any term or provision of the Deed of Trust or any other instrument or agreement evidencing any of the any of the obligations secured by the Deed of Trust, this Amendment shall control.

[Signatures begin on the following page]

IN WITNESS HEREOF, 113 W Bender Road LLC, a Washington limited liability company, has executed this Deed of Trust on the _____ day of _____, 2024.

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: _____
Brett D'Antonio
Its: Chief Executive Officer

By: _____
Patrick Sullivan
Its: Chief Operating Officer

STATE OF WASHINGTON

COUNTY OF _____

ss.

This record was acknowledged before me on _____ by Brett D'Antonio and Patrick Sullivan, as the Chief Executive Officer and Chief Operating Officer, respectively, of Habitat for Humanity Seattle-King County, the manager of 113 W BENDER ROAD LLC.

(Stamp)

(Signature of Notary Public)

(Title of Office)

My Commission Expires: _____
(Date)

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Ellensburg, Kittitas County, State of Washington, described as follows:

Lots 1 through 18 , inclusive, and Tract A, PLAT OF STUART MEADOWS, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 233 and 234, records of said County.

Assessor's Tax ID #: 962531, 962532, 962533, 962534, 962535, 962536, 962537, 962538, 962539, 962540, 962541, 962542, 962543, 962544, 962545, 962546, 962547, 962548, 962549 (FKA #541133)

When Recorded Return To:

City of Ellensburg
501 North Anderson Street
Ellensburg, Washington, 98926
Attention: City Manager

**CITY OF ELLENSBURG, WASHINGTON
SECOND AMENDMENT TO DEED OF TRUST**

Grantor/Borrower: 113 W Bender Road LLC
Beneficiary: City of Ellensburg
Funding Source: Affordable Housing Fund as funded with sales taxes
Grantee/Trustee: First American Title Insurance Company
Assessor's Tax ID#: 962531, 962532, 962533, 962534, 962535, 962536, 962537, 962538, 962539, 962540, 962541, 962542, 962543, 962544, 962545, 962546, 962547, 962548, 962549 (FKA 541133)
Abbreviated Legal Description: Lots 1 through 18 and Tract A, inclusive, PLAT OF STUART MEADOWS, Book 13 of Plats, pages 233 and 234
Full legal description attached as Exhibit A (the property described therein constitutes the "Property")
Address: 113 W Bender Road, Ellensburg, Washington
Related Document: 202203010054; 202304110006

This SECOND AMENDMENT TO DEED OF TRUST ("Amendment") is made this _____ day of _____, 2024 between **113 W Bender Road LLC**, a Washington limited liability company (hereinafter "Borrower"), whose address is c/o Habitat for Humanity Seattle-King County, 500 Naches Avenue SW, Suite 200, Renton, Washington 98057 and the **City of Ellensburg, Washington**, a municipal corporation ("Beneficiary" or the "City"), whose address is 501 North Anderson Street, Ellensburg, Washington 98926.

Factual Background

A. Grantor executed a Deed of Trust for the benefit of Beneficiary, dated February 28, 2022, and recorded under Kittitas County Auditor's Recording No. 202203010054, as amended by that certain First Amendment to Deed of Trust dated March 20, 2023 and recorded on April 11, 2023 under Kittitas County Auditor's Recording No. 202304110006 (collectively, the "Deed of Trust"). The Deed of Trust encumbers the real property more particularly described on attached Exhibit A.

B. Beneficiary has agreed to loan Grantor an additional One Million and 00/100 Dollars (\$1,000,000) to support construction of certain stormwater utility improvements on the Property, as evidenced by a Promissory Note dated on or about the date hereof (the "Additional CHIP Note"). Grantor and Beneficiary now desire to amend the Deed of Trust to secure the Additional CHIP Note and otherwise reflect the additional financial assistance provided, as set forth below.

Agreement

NOW, therefore, Grantor and Beneficiary agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Deed of Trust.

2. Preamble. The second and third paragraphs of the Deed of Trust are hereby deleted in their entirety and replaced by the following:

This Deed of Trust is made in consideration for the financial assistance provided by the City of Ellensburg pursuant to (1) that certain unrecorded agreement entitled "Affordable Housing Agreement" by and between Borrower and Beneficiary dated as of December 6, 2021, as amended by a First Amendment to Affordable Housing Agreement dated as of February 28, 2022, by a Second Amendment to Affordable Housing Agreement dated as of March 20, 2023, by a Third Amendment to Affordable Housing Agreement dated January 24, 2024 and by a Fourth Amendment to Affordable Housing Agreement dated _____, 2024 (as amended, the "Affordable Housing Agreement"), a copy of which is on file with the City as a public record; and (2) that certain instrument entitled "Regulatory Agreement" by and between Beneficiary and Borrower recorded on March 1, 2022 under Kittitas County Auditor's recording No. 202203010053 (the "Regulatory Agreement"). The Regulatory Agreement is deemed incorporated herein by reference.

Under the Affordable Housing Agreement, Beneficiary will make financial assistance available to Borrower in the form of (i) a contribution of land, with an agreed-upon value of \$340,000, (ii) a loan in the original principal amount of \$765,000, (iii) a loan in the original principal amount of \$395,000 (Connecting Housing to Infrastructure Program grant) and (iii) an additional loan in the original principal amount of \$1,000,000 (Connecting Housing to Infrastructure Program grant), for a total of \$2,500,000 in financial assistance (collectively, the "City Loan Amount"), all under terms and conditions more particularly set forth in the Affordable Housing Agreement. Capitalized terms not defined herein shall have the respective meanings set forth therefor in the Affordable Housing Agreement.

3. Obligations Secured. Section 3.1 of the Deed of Trust is hereby deleted in its entirety and replaced by the following:

3.1 Payment in the amount of the City Loan Amount with interest according to the terms of (i) a Promissory Note dated February 28, 2022, payable by Grantor to Beneficiary for One Million One Hundred Five Thousand and 00/100 Dollars (\$1,105,000) (the "City-Developer Note"), (ii) a Promissory Note dated March 20, 2023 payable by Grantor to Beneficiary for Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) (the "CHIP Note"), and (iii) a Promissory Note dated _____, 2024 payable by Grantor to Beneficiary for One Million and 00/100 Dollars (\$1,000,000) (the "Additional CHIP Note"). As used herein, the term "Note" shall mean, collectively, the City-Developer Note, the CHIP Note and the Additional CHIP Note, including all renewals, modifications and extensions thereof;

4. No Novation. Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part of the City-Developer Note, the CHIP Note or Additional CHIP Note or any other instrument or agreement evidencing any of the obligations secured by the Deed of Trust.

5. Conflicts. Except as provided in this Amendment, the terms of the Deed of Trust remain in full force and effect. In the event any conflict is asserted between this Amendment and any term or provision of the Deed of Trust or any other instrument or agreement evidencing any of the any of the obligations secured by the Deed of Trust, this Amendment shall control.

[Signatures begin on the following page]

IN WITNESS HEREOF, 113 W Bender Road LLC, a Washington limited liability company, has executed this Deed of Trust on the _____ day of _____, 2024.

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: [Signature]
Brett D'Antonio
Its: Chief Executive Officer

By: [Signature]
Patrick Sullivan
Its: Chief Operating Officer

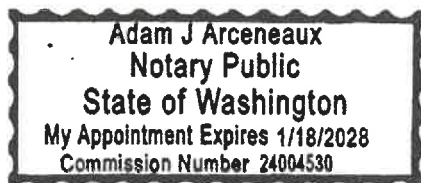
STATE OF WASHINGTON

COUNTY OF _____

ss.

This record was acknowledged before me on MAY 15, 2024 by Brett D'Antonio and Patrick Sullivan, as the Chief Executive Officer and Chief Operating Officer, respectively, of Habitat for Humanity Seattle-King County, the manager of 113 W BENDER ROAD LLC.

(Stamp)



[Signature]
(Signature of Notary Public)
NOTARY PUBLIC
(Title of Office)
My Commission Expires: 1/18/2028
(Date)

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Ellensburg, Kittitas County, State of Washington, described as follows:

Lots 1 through 18 , inclusive, and Tract A, PLAT OF STUART MEADOWS, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 233 and 234, records of said County.

Assessor's Tax ID #: 962531, 962532, 962533, 962534, 962535, 962536, 962537, 962538, 962539, 962540, 962541, 962542, 962543, 962544, 962545, 962546, 962547, 962548, 962549 (FKA #541133)

CHIP NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$1,000,000

Ellensburg, Washington

May ____, 2024

FOR VALUE RECEIVED, 113 W BENDER ROAD LLC, a Washington limited liability company (the “Developer” or “Maker”), promises to pay to the CITY OF ELLENSBURG, a municipal corporation (the “City” or “Holder”), at its offices at 501 North Anderson Street, Ellensburg, Washington 98926, or at such other place as City may from time to time designate in writing, the principal sum of One Million and 00/100 Dollars (\$1,000,000), in Connecting Housing to Infrastructure Program grant funding disbursed to Developer by City (“Additional CHIP Loan Amount”).

RECITALS

A. This Promissory Note (the “Note”) is made pursuant to that certain Affordable Housing Agreement by and among the Developer and the City of Ellensburg (the “City”) dated as of December 6, 2021, as amended on as amended by a First Amendment to Affordable Housing Agreement dated February 1, 2022, by a Second Amendment to Affordable Housing Agreement dated March 20, 2023 by a Third Amendment to Affordable Housing Agreement dated January 24, 2024 and by a Fourth Amendment to Affordable Housing Agreement dated May ____, 2024 to add the Additional CHIP Loan Amount (the “Agreement”).

B. Capitalized terms not described herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Developer agrees as follows:

1. **Agreement.** The principal sums hereunder have been and are being loaned, in an amount equal to the Additional CHIP Loan Amount, by City to Developer in accordance with and pursuant to the Agreement, which is a public record on file in the office of the City Clerk. The terms of the Agreement are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Agreement shall be a default hereunder, and a default hereunder shall be a default under the Agreement. This Note shall be a nonrecourse note. Maker and Holder agree and acknowledge that in the event Developer fully performs under the Agreement, the result would be that payment will not be required under this Note, the overriding purpose of this Note being to provide assurance for the performance by the Developer under the Agreement. This Note shall be nonrecourse.

2. **Interest.** Interest shall accrue on the unpaid principal amount of this Note at the rate of zero percent (0%) simple interest per annum in lawful money of the United States of America, excepting in the event the Alternate Rate becomes applicable under Section 9 in which event the Alternate Rate shall apply until a cure is effected (in which case the interest rate shall prospectively become zero percent thereafter).

3. **Payment.** There are no regular, scheduled payments required under this Note. The entire balance due under this Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to the Agreement; (ii) the sale or other conveyance of the Site or portion thereof except in the event individual Homebuyer Properties are conveyed by Developer to Program Participants in conformity with the Agreement; or (iii) the uncured default of Developer under the Agreement, this Note or the City-Developer Deed of Trust. The outstanding principal balance of the Note shall be deemed satisfied in full upon the sale by Developer of all Units to Program Participants in compliance with the Agreement.

4. **Form of Payments.** Any amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. **Application of Payments.** All payments shall be applied first to costs and fees owing hereunder, second to the payment of accrued interest and third to the payment of principal.

6. **Prepayment.** At any time, Developer may prepay in whole or in part the outstanding principal balance under this Note, together with all accrued and unpaid fees, costs and expenses payable hereunder, without penalty.

7. **Security.** This Note is secured by the City-Developer Deed of Trust pursuant to an Amendment to the City-Developer Deed of Trust dated and recorded on or about the date hereof. The terms of the City-Developer Deed of Trust, as amended, are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. To the extent any unpaid balance hereunder is so secured by the City-Developer Deed of Trust, a default under any of the provisions of the City-Developer Deed of Trust shall be a default hereunder, and a default hereunder shall be a default under the City-Developer Deed of Trust.

8. **Acceleration and Other Remedies.** Upon the occurrence of either of the following events, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the City-Developer Deed of Trust, to be due and payable immediately:

(a) an Event of Default, or

(b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing, encumbering, or alienating the Site, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, other than sales to Program Participants of Homebuyer Properties in conformity with the Agreement, without the prior written consent of the City.

Upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the City-Developer Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the

Agreement or under the City-Developer Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

9. **Alternate Rate.** Upon the occurrence of any Event of Default, or upon the maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of City, shall bear interest, from the date of occurrence of such Event of Default or maturity and after judgment and until collection, at the "Alternate Rate", such rate being the highest interest rate then permitted by law by a City within the State of Washington (the "Maximum Legal Rate of Interest"). Interest calculated at the Alternate Rate, when and if applicable, shall be due and payable immediately without notice or demand. Developer agrees that in the event of any Event of Default, City will incur additional expense in servicing the loan evidenced by this Note and will suffer damage and loss resulting from such Event of Default. Developer agrees that in such event City shall be entitled to damages for the detriment caused thereby, which damages are extremely difficult and impractical to ascertain. Therefore, Developer agrees that the Alternate Rate (as applied to the unpaid principal balance, accrued interest, fees, costs and expenses incurred) is a reasonable estimate of such damages to City, and Developer agrees to pay such sum on demand.

10. **Waivers.** Developer and all endorsers, guarantors and sureties hereof jointly and severally waive presentment, protest, notice of protest, notice of dishonor, diligence in collection, and the benefit of any exemption under any homestead exemption laws, if applicable.

11. **Consents.** Developer and all endorsers, guarantors and sureties consent to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. **Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Ellensburg and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

13. **Usury.** It is the intention of Developer and City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for

in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

- (a) the provisions of this paragraph shall govern and control;
- (b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;
- (c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by City or, if this Note shall have been paid in full, refunded to Developer; and
- (d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined above), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of Washington, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that City may from time to time charge Developer, and under which Developer would have no claim or defense of usury under the Interest Law.

14. Costs of Enforcement. Developer agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees and disbursements (including appeals), incurred by the City of this Note to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and severable and shall survive the merger of this provision into any judgment.

15. Miscellaneous. Time is of the essence hereof. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Note shall be governed by and construed under the laws of the State of Washington. Developer irrevocably and unconditionally submits to the jurisdiction in Kittitas County Superior Court or the United States District Court for the Eastern District of Washington, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

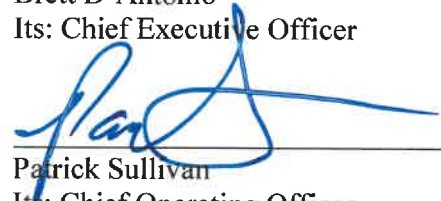
[Signature page follows.]

“DEVELOPER”

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: 
Brett D'Antonio
Its: Chief Executive Officer

By: 
Patrick Sullivan
Its: Chief Operating Officer



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Award Bid Call 2024-12, Pfenning Road Sidewalk Extension Project
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to award bid call 2024-12 to Mass X Construction LLC, in the amount of \$1,358,641.66, the lowest responsive and responsible bidder.

Background/Summary:

Bids were received on Tuesday, May 11, 2024 for the above-mentioned project. Mass X Construction, LLC was the lowest responsive and responsible bidder in the amount of \$1,358,641.66. Council is being requested to award the bid to Mass X Construction, LLC.

The project will install bicycle lanes, sidewalks, and landscaped buffer strips to create a multi-modal pathway for pedestrians and bicycles on Pfenning Road from Vantage Highway to the Radio Hill neighborhood north of Radio Rd.

The City of Ellensburg was successful in securing funding for the project through a 2022 Urban Arterial Program (UAP) grant award from the Washington State Transportation Improvement Board (TIB).

The project was bid with five schedules. Schedule A is for the Pfenning Road frontage and street improvements including curb/gutter, pedestrian crossing improvements, 6-foot-wide concrete sidewalks, stormwater improvements, tree plantings, buffer strips, asphalt paving, pavement markings, and signage. Schedule B is for sewer utility improvements, Schedule C is for gas utility improvements, Schedule D is for light utility distribution improvements, and Schedule E is for water utility improvements.

PACE Engineers designed and prepared bid specifications for this project, Bid Call 2024-12. City staff will provide construction contract administration.

Previous Council Action:

May 15, 2023 Regular Council Meeting - Council authorized the City Manager to execute the 'Cost Plus Fixed Fee' contract with PACE Engineers in the amount of \$246,724.69 with a \$15,000 management reserve fund for preliminary engineering design and right of way acquisition as needed for the project.

Analysis:

The project was advertised, and bids were received as follows:

Mass X Construction LLC:	\$1,358,641.66
Belsaas and Smith Construction:	\$1,642,429.48
Pro Grade Enterprises, Inc.:	\$1,699,901.84
Selland Construction, Inc.:	\$1,706,564.56
Hurst Construction LLC:	\$1,822,468.43
Granite Construction Co:	\$1,976,188.90
<i>Engineer's Estimate:</i>	<i>\$1,781,197.84</i>

The low bid submitted by Mass X Construction LLC is below the engineer's estimate.

Financial Impact:

The total estimated contract cost is \$1,358,641.66. Schedule A for Pfenning Road frontage improvements is estimated to cost \$1,192,563. Due to reduced construction costs, TIB reduced the UAP award funding by \$416,430 to a total of \$973,570 including design costs. Approximately \$813,035 of these TIB funds will be applied to construction. City Sidewalk funding in the amount of approximately \$379,528 will provide the City match for Schedule A. Adequate budget exists in the Sidewalk Fund.

Approximate expenses for utility work are as follows:

- Schedule B – Sewer Improvements - \$8,292
- Schedule C – Gas Improvements - \$1,561
- Schedule D – Electrical Power Improvements - \$97,820
- Schedule E – Water Improvements - \$58,406

Adequate budget exists within each utility's fund for Schedules B through E.

Budget Adjustment: No

Attachments:

1. Ellensburg-Pfenning-Road-Sidewalk-Bid-Award-Letter



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Amy Asher
Mason Transit Authority

Aaron Butters
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club and Washington
Bikes

Andrew Denham
Town of Twisp

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

May 20, 2024

Mr. Ryan Lyyski, P.E.
Public Works Director
City of Ellensburg
501 North Anderson Street
Ellensburg, WA 98926-3112

Dear Mr. Lyyski:

Based on your Updated Cost Estimate for the Pfenning Road Sidewalk project, TIB # 8-4-175(021)-1, your authorized TIB funds are \$973,570, which reflects a decrease of \$416,430.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Jonathan Heusman, TIB Project Engineer, at (360) 586-1143 or via e-mail at JonathanH@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

cc: Michelle Dufault

Ashley Probart
Executive Director

P O Box 40901



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance — Bid Call 2023-11, Pine Street Sidewalk Improvements - 5th to 6th Ave
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to accept Bid Call 2023-11 as complete.

Background/Summary:

The construction of the Pine Street Sidewalk Improvements – 5th to 6th Ave Project was completed in May 2023. This project had two separate schedules “A” and “B” and one change order.

Bid schedule “A” improvements consisted of new brick paver sidewalk, new trees and irrigation, and historical downtown three globe street lights with underground service extending from 5th Avenue at Liberty Bible Church (LBC) and terminating at north side of LBC driveway approach.

Bid schedule “B” improvements consisted of new trees and irrigation, historical downtown three globe street light with underground service, and resetting uneven brick pavers beginning at north end of the LBC driveway and terminating at 6th Ave.

The change order was primarily for extra irrigation work, additional street tree well improvements, and adjacent roadway improvements.

Previous Council Action:

Council awarded Bid Call 2023-11 at its September 5th, 2023 regular meeting to the Allstar Construction Group, Inc.

Council authorized a Sidewalk Repair Agreement at its August 7, 2023 regular meeting with Liberty Bible Church to share costs in the project and utilize City financing for LBC's share of the adjacent sidewalk improvements.

Analysis:

The original contract bid amount for the project was \$302,049.56, and the final project cost is \$331,953.23. Change Order #1 totaled \$24,605.65 and \$5,298.02 was due to increases in work for the additional work items:

1. Repair and upgrade the adjacent 5th Ave irrigation system to supply water to the new Pine Street irrigation system.
2. Tree well upgrades to improve tree health and removal and replacement of heaved brick pavers on 5th Ave in conjunction with irrigation improvements.
3. Expansion of street asphalt surfacing removal and replacement to include deteriorated existing asphalt adjacent to the site.
4. Acquisition of surplus brick pavers from the project for City inventory.

Financial Impact:

The project was fully funded in the 2023-2024 bi-annual budget, appropriated from the ending fund balance of the Central Business District (CBD) Sidewalk Fund. Liberty Bible Church has committed to sharing the costs as follows:

Schedule A: Total cost \$228,259.12

- 50% of the Lighting Project Costs (\$51,053) will be shared with LCB as agreed on August 10, 2023 at a value of \$25,526.50.
- 75% of the remaining costs (\$177,206.12) will be shared with LBC as agreed on August 10, 2023 at a value of \$132,904.59
- LBC's total obligation is \$158,431.09.

Schedule B: Total cost \$103,694.11

- This portion of the project is fully funded by the City of Ellensburg.

Budget Adjustment: No

Attachments:

None



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Traffic Impact Fee – Annual Report
Submitted by: Caroline Escobar, Finance Officer
Department: Public Works & Utilities

Suggested Motion/Action:

No action required, the Report is for the Council's information only.

Background/Summary:

The City adopted the Traffic Impact Fee ordinance on March 15, 2009. The ordinance requires the Finance Director to annually report on the impact fee fund showing the source and amount of all monies collected, earned, or received, and the system improvements financed in whole or in part by impact fees. The Public Works & Utilities Director is to report on the amount of Traffic Impact Fees not collected as a result of the ordinance provision providing for fee reductions. The ordinance allows a 50% fee reduction for commercial and industrial zoned properties, and a 100% credit for properties located in the CCI zone. Programming of the Traffic Impact Fee funds typically occurs in conjunction with the City's annual six-year transportation improvement program and the biennial budget process.

Previous Council Action:

April 20, 2009 - Adoption of Traffic Impact Fee Ordinance No. 4534, codified in Chapter 14.04 of the Ellensburg City Code, which has been amended several times through 2023.

Analysis:

Attached for Council's information is a spreadsheet of traffic impact fees billed during 2023. The total of impact fee funds collected in 2023 were \$198,011.76, which is a 4% increase over impact fees collected in 2022. Total fee reductions for commercial and industrial zoned property/projects, as well as projects located within the CCI zone, were \$22,814.50 with the sum of these fee reductions from 2009 through 2023 totaling \$1,170,055.83. Staff has been successful in obtaining grants and other funding to offset these exemptions, as confirmed in the 2018 Traffic Impact Fee Update. Staff will continue to pursue additional funding sources as they become available.

The amount of \$30,520.70 was expended in 2023 from the administrative portion of the fee on a Traffic Impact Fee Update, the Transportation Impact Analysis Guidelines, and ITE Trip Manual.

The amount of \$22,383.36 was expended in 2023 from the capital improvement component of the fee on the 14th Avenue & Alder Street Signalization project and the 5th Avenue & Railroad Avenue Signalization project. A total of \$3,219,265.52 has been expended from the capital improvement component of the fee since the inception of the ordinance.

Financial Impact:

This report is for informational purposes only.

Budget Adjustment: No

Attachments:

1. 2023 Traffic Impact Fee Collection for Council

TRAFFIC IMPACT FEES 2023

Date Submitted	Project Number	Building Permit Number	Payer	Site Address	Official Zone	Quantity	Units Per	Total Impact Fee	Impact Fee Billed **	Administration Fee (%)	Total	GP Date Collected	GP Invoice Number	SG Receipt Number	Date Spent	Comments/Project Spent On
1	4/10/23	B22-462	Bob & Junette Bender	905 W Cascade Ct #28	MHP	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Demo (1) MFH - Space 28
2	1/11/23	B22-444	Michelle & Jose Elzinga	409 W 12th Ave	R-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	New shop attached to existing shed
3	1/18/23	B22-357	Roadhouse Grill	101 W Umptanum Rd	C-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	cover loading dock
4	1/18/23	B23-002	Chevron	1404 N Dolarway Rd	C-H	0	Pump	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	new dispensers and pumps
5	1/18/23	B23-005	Copy Shop	201 S Main St	C-Cil	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel
6	1/18/23	B23-006	Ace Hardware	310 N Pearl St	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel
7	2/2/23	20-102	Lakeside Equine	1603 S Lakeshore Way	C-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	3 new horse barns over existing corrals
8	2/6/23	B23-015	Loves	1512 SR 97	C-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Interior remodel of Subway
9	2/6/23	B23-012	Sarah Beauchamp	103 E 3rd Ave	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Adding stair to loft
10	2/13/23	B23-013	Rich & Jeanette Elliott	1217 E Seatttle Ave	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	2/17/2023	534385/86	CD23-00061		New SFR
11	2/27/23	B22-128	Reecer Creek Excavating/Shane Jump	1611 Bull Rd	R-S	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo SFR
12	2/27/23	B23-039	DR Horton	500 W 26th Ave	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	4/12/2023	53979-80	CD23-00159		New SFR
13	3/9/23	B23-048	John Akers	1203 Vista Rd	R-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	add 14 sf to entry way to reconstruct stairs to meet code
14	3/9/23	B23-049	Elise & Michael Berns	809 N Water St	R-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	remodel 2nd floor bedrooms & convert portion of bedroom to a bathroom
15	3/17/23	B23-052	Andrew Patry	503 N Pearl St	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel
16	3/17/23	B23-058	Permitting Pros	101 S Main St	C-Cil	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior improvement
17	3/17/23	B23-061	Peter Gray	1001 W Dry Creek Rd	R-S	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Ground Mount Solar
18	3/17/23	B23-035	Solar Dolar LLC	1410 W Dolarway Rd - bld #3	I-L	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel of existing upstairs
19	3/17/23	B23-055	Solar Dolar LLC	1500 W Dolarway Rd - bld #8	I-L	0.487	KSF	\$452.65	\$215.54	\$10.78	\$226.32	4/4/2023	538998/99	CD23-00142		Tenant improvements adding 487sf upstairs
20	3/17/23	B22-363	Solar Dolar LLC	1500 W Dolarway Rd - bld #9	I-L	6.72	KSF	\$6,245.97	\$3,046.81	\$76.18	\$3,122.99	5/8/2023	542654/65	CD23-00204		6720sf warehouse
21	4/6/23	B23-068	DR Horton	2609 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	4/12/2023	53979-80	CD23-00159		New SFR
22	4/6/23	B23-069	DR Horton	2608 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	4/12/2023	53979-80	CD23-00159		New SFR
23	4/6/23	B23-070	DR Horton	2607 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	5/4/2023	542574/76	CD23-197		New SFR
24	4/6/23	B23-071	DR Horton	2604 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	5/2/2023	542088/89	CD23-195		New SFR
25	4/6/23	B23-072	DR Horton	2512 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	5/2/2023	542088/89	CD23-196		New SFR
26	4/6/23	B23-073	DR Horton	2510 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	6/6/2023	546162/63	CD23-00251		New SFR
27	4/6/23	B23-074	DR Horton	2511 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	6/6/2023	546162/63	CD23-00251		New SFR
28	4/6/23	B23-075	DR Horton	2509 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	6/6/2023	546162/63	CD23-00251		New SFR
29	4/7/23	B23-085	Jana Goodsey	2506 N Ellington St	R-S	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	enclose back porch & install heater, add window in bathroom
30	4/11/23	B23-091	Andrew Nash	1002 E Capitol Ave #2	R-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Add covered porch to front of ADU
31	4/11/23	B23-097	Waqar & Fatima Sheikh	701 N Pine St	C-C	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Add breezeway from house to carport
32	4/11/23	B23-100	DR Horton	2506 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	7/24/2023	551488/89	CD23-00361		New SFR
33	4/11/23	B23-101	DR Horton	2505 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	7/24/2023	551488/89	CD23-00361		New SFR
34	4/11/23	B23-102	DR Horton	2504 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
35	4/11/23	B23-103	DR Horton	2503 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
36	4/11/23	B23-104	DR Horton	2500 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
37	4/11/23	B23-105	DR Horton	2414 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
38	4/11/23	B23-106	DR Horton	2415 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
39	4/11/23	B23-107	DR Horton	2413 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
40	4/11/23	B23-108	DR Horton	2410 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
41	4/11/23	B23-109	DR Horton	2409 N Leah Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
42	4/12/23	B23-028	CWU	1405 N Walnut St	P-R	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Early childhood learning in existing building
43	4/12/23	B23-067	Starbucks	1614 S Canyon Rd	C-T	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Interior remodel
44	4/12/23	B23-082	Ace Hardware	310 N Pearl St	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior - store room remodel
45	4/12/23	B23-083	Pizza Hut	730 E University Way	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel for pizza hut
46	4/12/23	B23-087	CV the Agate LLC	403 W University Way	C-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Interior Demo of old hotel
47	4/12/23	B23-118	Pautekze	707 N Main St	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Interior remodel law office
48	4/12/23	B23-123	Club 301	301 N Pearl St	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Deck in existing Beer Garden area
49	4/12/23	B23-113	Ben Tomaso	310 W 12th Ave	R-L	1	DU	\$1,239.28	\$1,239.28	\$61.96	\$1,301.24	6/5/2023	CD23-00247	545774/75		convert existing garage to ADU
50	5/1/23	B23-078	Taryn & Travis Thompson	109 E 11th Ave	R-M	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Add 2 bedrooms, 1 bath & 1 laundry to existing SFR, interior remodel on existing space
51	5/8/23	B23-139	Yakima Nation	1108 N Pott Rd	I-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Demo (1) house, (1) 550 sf structure, and (1) well house on property
52	5/17/23	B23-135	Warrior Quick Stop - Harsh Singh	204 S Main St	C-Cil	0	Pump	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	replace fuel pumps - like for like
53	5/17/23	B23-149	Fred Meyer	201 S Water St	C-Cil	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior flow gates at entrance for customers
54	5/17/23	B23-162	Fred Meyer	201 S Water St	C-Cil	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	new exterior signs
55	5/17/23	B23-164	Charles & Kim Smith	600 N Willow St	R-S	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	adding stairs to existing deck
56	5/17/23	B23-166	CWU	415 N Railroad Ave	I-L	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	updating life safety of the existing building
57	6/5/23	B23-199	Frontier Tavern	111 W 4th Ave	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	roof over beer garden - no additional floor area
58	6/7/23	22-054	Happy Feet	1410 S Lakeshore Way	C-H	8.96	KSF	\$21,994.15	\$21,994.15	\$1,157.59	\$23,151.74	9/13/2023		CD23-00475		8,960sf daycare - SEE NOTE
59	6/12/23	21-132	Loves Travel Center	1512 Hwy 97	C-H	0	Pump	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	replace canopy over truck pumps
60	6/12/23	B23-203	Gary & Gia Cummissk	1105 E 4th Ave	R-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel
61	6/12/23	B23-206	CWU	900 E 11th Ave	P-R	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel of lab space at health center
62	6/12/23	B23-218	Central Washington Comprehensive Men	220 W 4th Ave	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel of reception area
63	6/12/23	B23-219	5th Ave Storage LLC	607 N Kittitas St	R-O	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel - reinforcing structure in basement
64	6/13/23	B23-180	Town & Country Homes	1104 E Twilight Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	8/15/2023	553052/53	CD23-00411		New SFR
65	6/13/23	B23-181	Town & Country Homes	1102 E Twilight Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	8/15/2023	553052/53	CD23-00411		New SFR
66	6/13/23	B23-182	Town & Country Homes	1101 E Twilight Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	8/15/2023	553052/53	CD23-00411		New SFR
67	6/13/23	B23-183	Town & Country Homes	1103 E Twilight Ln	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	8/15/2023	553052/53	CD23-00411		New SFR
68	6/16/23	B23-171	5M Properties LLC	415 W 9th Ave	R-L	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	7/7/2023	549203/04	CD23-00320		New SFR, TIF credit from previous demo (B17-269) applied to new lot created in Numa 5
69	6/23/23	B23-187	Habitat Store	212 S Railroad Ave	I-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	adding ADA ramp to side door
70	6/23/23	B23-188	Red Pickle	301 N Pine St	C-C	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	3 small detached covers for walkway and food truck
71	6/23/23	B23-116	Pilot Gas Station	1307 N Dolarway Rd	C-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	EV charging stations with roof cover
72	6/23/23	B23-177	Circle K Gas Station	1600 S Canyon Rd	C-H	0	KSF	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	EV charging stations with roof cover
73	6/26/23	B23-202	Kevin & Alison White	505 E Country Side Ave	R-S	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	covered patio on existing SFR
74	7/11/23	B23-238	Town & Country Homes	1208 E Sanders Rd	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	9/29/2023	558081/82	CD23-00497		New SFR
75	7/11/23	B23-240	Town & Country Homes	1202 E Sanders Rd	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	9/29/2023	558081/82	CD23-00497		New SFR
76	7/11/23	B23-242	West Ridge Home Construction, LLC	506 E Chason Ave	R-S	1	DU	\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	7/21/2023	551095/96	CD23-00359		New SFR
77	7/11/23	B23-250	Abraham Borges	1207 Brooklane	R-L	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Add covered patio to existing house
78	7/13/23	B23-208	Kittitas County	1200 E University Way #74 & Laundry	C-H	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo mobile home spaces 74 & laundry building
79	7/13/23	B23-209	Kittitas County	1200 E University Way #28 & 39	C-H	0	DU	\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo mobile home spaces 28 & 39
80	7/13/23	B23-210														

86	7/28/23	B23-248	Jason & Teresa Smith	703 E Helena Ave	R-M	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo detached garage
87	8/8/23	B23-221	Seth Motors	105 S Main St	CC-II	2.17	Bays		\$5,042.32	\$2,459.67	\$61.49	\$2,521.16	8/15/2023	553052/53	CD23-00410		new bay to existing building 720sf
88	8/8/23	B23-254	CP Elite Properties LLC	1208 N B St #2	R-M	1	DU		\$1,239.28	\$1,239.28	\$61.96	\$1,301.24	8/23/2023	554320/21	CD23-00427		convert lower level basement and garage to ADU
89	8/8/23	B23-265	Cascade Mobile Home Park	1207 W University Way #7	C-H	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo of mobile home space 7 due to fire damage
90	8/8/23	B23-262	Brothertons Ellensburg LLC	109 E 3rd Ave	C-C	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel of one space
91	8/8/23	B23-232	KVH	603 S Chestnut St	P-R	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	install analyzer in existing lab
92	8/8/23	B23-275	Julep Bar	429 N Main St	C-C	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	install weather curtains on existing patio
93	8/8/23	B23-276	P&P Homes	101 W 5th Ave	C-C	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior demo ready for ne tenant to lease
94	8/22/23	B23-288	Timothy & Mari Sorey	805 E Tacoma Ave	R-L	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Residential Interior Remodel - relocate bathrooms and add master bath
95	9/1/23	B23-341	P&P Homes, Pooya Roohani	503 E Helena Ave	R-M	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo SFR and shop
96	9/18/23 20-095	B23-258	Solar Dolar LLC	1500 W Dolarway Rd Bld #11	I-L	10.08	KSF		\$9,368.96	\$4,570.22	\$114.26	\$4,684.48	9/21/2023	557692/93	CD23-00485		10,080sf warehouse
97	9/18/23 20-095	B23-323	Solar Dolar LLC	1500 W Dolarway Rd Bld #10	I-L	10.92	KSF		\$10,149.70	\$4,951.07	\$123.78	\$5,074.85	10/2/2023	558310/11	CD23-00501		10,920sf warehouse
98	9/18/23 20-095	B23-324	Solar Dolar LLC	1500 W Dolarway Rd Bld #12	I-L	10.92	KSF		\$10,149.70	\$4,951.07	\$123.78	\$5,074.85	10/2/2023	558310/11	CD23-00501		10,920sf warehouse
99	9/19/23	B23-193	Andrew Facchini	510 S Willow St #1	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41					New SFR
100	9/19/23	B23-336	Andrew Facchini	510 S Willow St #2	R-S	1	DU		\$1,239.28	\$1,239.28	\$61.96	\$1,301.24					New ADU
101	9/29/23 22-092	B23-158	CWU	CWU North Academic Campus	P-R	8	trips		\$17,704.00	\$17,704.00	\$885.20	\$18,589.20	10/19/2023	560549/550	CD23-00530		New building replacing two existing
102	10/11/23	B23-377	West Ridge Home Construction, LLC	501 E Chason Ave	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	10/30/2023	561463/64	CD23-00548		New SFR
103	10/11/23	B23-378	West Ridge Home Construction, LLC	505 E Chason Ave	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	10/30/2023	561463/64	CD23-00548		New SFR
104	10/11/23	B23-379	West Ridge Home Construction, LLC	405 E Chason Ave	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	10/30/2023	561463/64	CD23-00548		New SFR
105	10/11/23	B23-383	Cedar & Sage Homes	100 E Ian Ave	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	10/23/2023	560840/841	CD23-00537		New SFR
106	10/11/23	B23-370	MTA Holdings, LLC	1203 Anderson Rd	I-L	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo SFR
107	10/30/23	B23-394	Kittitas County	901 E 7th Ave	P-R	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	demo structure at Fairgrounds
108	10/30/23	B23-352	Hope Source	1200 S Ruby St	NCMU	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	convert old hotel into 16 one bedroom apartments
109	10/31/23	B23-412	City of Ellensburg	Craig's Hill Water Tower - Craig Ave	P-R	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	booster pump
110	11/1/23	B23-409	Darren Nelson - Rock and Reef Brewing	416 N Main St	C-C	0	seats		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	install weather curtains on existing patio
111	11/1/23	B23-414	Donna Etchy - Gallery One	403 N Main St	C-C	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	interior remodel of existing building
112	11/3/23	B23-311	Cedar & Sage Homes	101 W Chinook Rd	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/17/2023	563640/41	CD23-00589		New SFR
113	11/3/23	B23-312	Cedar & Sage Homes	100 W Ian Ave	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/13/203	563244/45	CD23-00578		New SFR
114	11/3/23	B23-313	Cedar & Sage Homes	101 E Chinook Rd	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/17/2023	563640/41	CD23-00589		New SFR
115	11/3/23	B23-314	Cedar & Sage Homes	103 E Chinook Rd	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/13/203	563244/45	CD23-00578		New SFR
116	11/14/23	B23-276	P & P Homes	101 W 5th Ave	C-C	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Interior remodel of existing building
117	11/14/23	B23-425	Ellensburg Market Properties	406 N Kittitas St	C-C	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Replace existing deck stairs and ramp to parking
118	11/14/23	B23-437	KVH	611 S Chestnut St	P-R	0	KSF		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Remodel of existing surgery building
119	11/14/23 20-095	B23-438	Solar Dolar LLC	1500 W Dolarway Rd Bld #9	I-L	3.36	KSF		\$3,122.99	\$1,523.41	\$38.08	\$1,561.49	11/21/2023	564348/49	CD23-00596		3,360sf 2nd floor addition in building
120	11/14/23	B23-423	5th Ave Storage LLC	607 N Kittitas St	R-O	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	extend roof line at rear entry and add window to porch area
121	11/16/23	B23-441	Crytly Enterprises	2516 N Emery St	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/20/2023	546218/19	CD23-00593		New SFR
122	11/16/23	B23-442	Crytly Enterprises	2515 N Emery St	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/20/2023	5464218/19	CD23-00591		New SFR
123	11/16/23	B23-443	Crytly Enterprises	2509 N Emery St	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/20/2023	546218/19	CD23-00593		New SFR
124	11/16/23	B23-444	Crytly Enterprises	2513 N Emery St	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/20/2023	5464218/19	CD23-00591		New SFR
125	11/16/23	B23-445	Crytly Enterprises	2511 N Emery St	R-S	1	DU		\$2,190.87	\$2,190.87	\$109.54	\$2,300.41	11/20/2023	5464218/19	CD23-00591		New SFR
126	11/27/23	B23-307	Albert McRae	805 S Whitman St	R-L	0	DU		\$0.00	\$0.00	\$0.00	\$0.00	X	X	X	X	Add bonus room above garage
127	11/27/23	B23-433	Aidan Hanson	1005 N Columbia St #2	R-L	1	DU		\$1,239.28	\$1,239.28	\$61.96	\$1,301.24	12/29/2023	564692/93	CD23-00635		Convert existing garage to DADU

Land Use Units:

KSF = 1,000 gross square feet building area

DU = number of dwelling units

Room = number of rooms for rent

Fueling Positions = maximum number of vehicles that can be served simultaneously

Student = number of full-time students enrolled

Stalls = number of wash stalls

X = represents no invoice or receipt number

* Total fees collected after code section 14.04.175 applied

** Note: fees billed - building permit possibly not issued; therefore fee not collected yet.

Totals		\$181,204.10	\$158,389.60	\$7,439.66	\$165,829.26	
		\$22,814.50			Difference of what was not collected as a result of	
					fee reduction - 14.04.175.	

\$ 165,829.26	2023 TIF permits thru December 31, 2023
\$ (22,004.93)	2023 TIFs not collected thru December 31, 2023
\$ 143,824.33	Subtotal fees collected in 2023

\$ 54,187.43	2022 TIFs collected in 2023
--------------	-----------------------------

\$ 198,011.76	Total fees collected in 2023
---------------	------------------------------

\$ 16,255.60	2023 Interest
--------------	---------------

\$ 214,267.36	2023 Income
---------------	-------------

\$ (47,134.30)	2023 Expenditures
----------------	-------------------

\$ 167,133.06	TOTAL 2023
---------------	------------

\$ 260,834.26	2023 Beginning Operating Cash Balance
---------------	---------------------------------------

\$ 427,967.32	2023 Ending Cash Balance
---------------	--------------------------

\$ -	Accounts Payable
------	------------------

\$ 427,967.32	
---------------	--

\$ 427,962.32	2023 Ending Cash Balance per GP
\$ 5.00	Difference: permit fee was undercharged by \$5.00 - correction was made in 2024.

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.

Karl Rutt
AUDITING OFFICER

5/29/24
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 **3rd DAY OF JUNE 2024**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	166134	TO	166275	\$	1,279,018.18
EFT #'s	6857	TO	6880	\$	507,636.66
Treasure Cash					
EFT #'S	556	TO	579	\$	541,081.32
Payroll Fund					
Check #'s	96223	TO	96231	\$	10,902.49
Direct Deposits	79481	TO	79748	\$	556,295.28

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Date: May 20, 2024, 2023
To: City Council
From: Arts Commission
Subject: Recommendation of Appointment

The Ellensburg Arts Commission subcommittee consisting of Commission Chair, Alex Eyre, Commissioner Snedeker, and Kelle Vandenberg, Arts & Economic Development Manager, conducted an interview with applicant Marie Marchand for the Art Commission vacancy with the resignation of former Commissioner, Courtney Blackstock.

Based on the interview and her involvement in the art community as the Ellensburg Poet Laureate and professional experience, Commissioner Eyre and Commissioner Snedeker recommend appointing Marie Marchand to the Arts Commission.

From:
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Monday, April 22, 2024 3:15:39 PM

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

Application for Appointment

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

Boards & Commissions Arts Commission

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

Name of Applicant: Marie Marchand

Address

Mailing Address (If Different) Field not completed.

City ELLENSBURG

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 4 years

Do you live within the city limits? Yes

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

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

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

Field not completed.

Occupation Status and Background:

I am currently finishing up my term as Ellensburg's Inaugural Poet Laureate, which I have so thoroughly enjoyed. Professionally, I am the Peer Support Program Training Coordinator for the State of Washington's Division of Behavioral Health and Recovery. Prior to these roles, my leadership experience includes nine years as a nonprofit executive director and eight years in higher education. While poetry is my passion, I am interested in music and all kinds of art, and have recently started a journey with mixed media collage art.

Organization Affiliations:

Gallery One Member, NAMI Member and Volunteer

Why are you seeking appointment?

I would like to be able to continue efforts to lift up the literary arts in Ellensburg and to support the new poet laureate to ensure that this unique program continues to be a success. I have enjoyed working with the EAC the past two years and would like to be part of the team in support of the arts. I have many skills I can contribute including promotion, event organizing, and public speaking.

Will you be able to attend meetings regularly if appointed?

Yes

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

Boards & Commissions

Field not completed.

Boards & Commissions

Field not completed.

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



UPCOMING AND FUTURE CONSTRUCTION ALONG I-90

Paul Gonseth
Assistant Region Administrator for Construction
South Central Region

June 2024

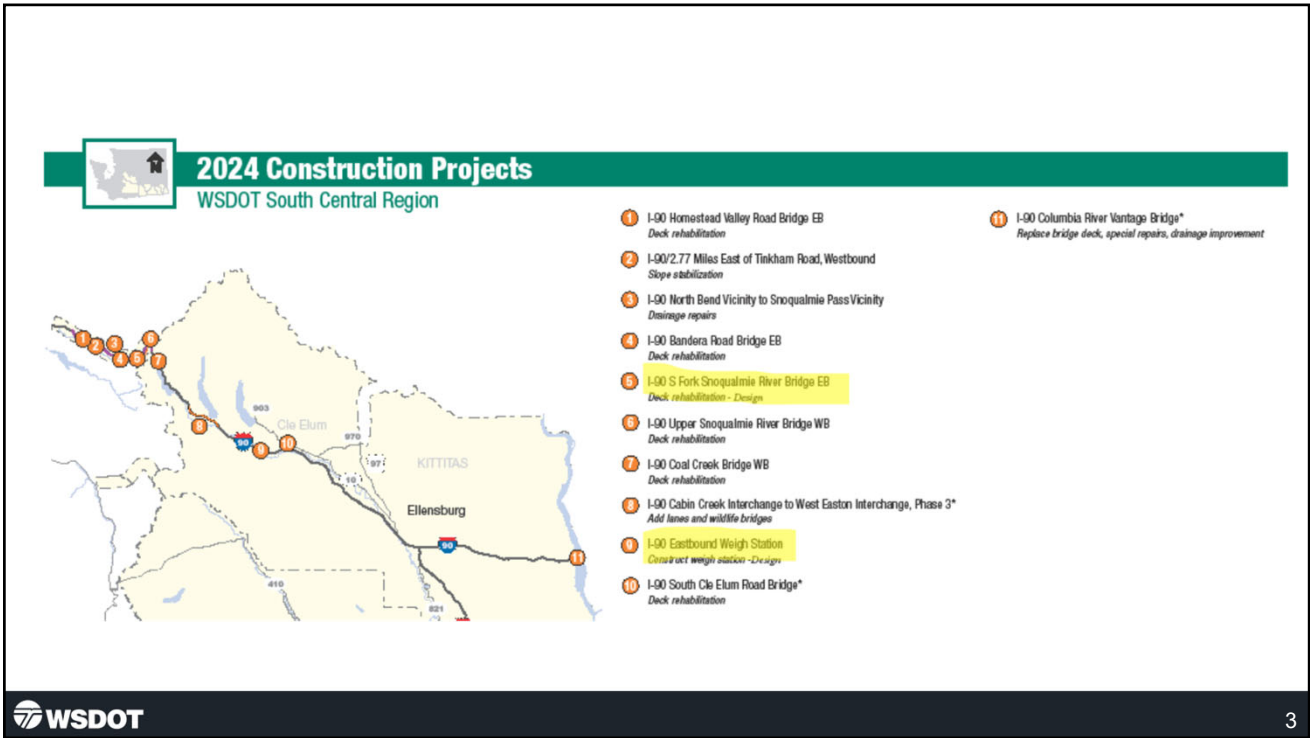
1

BACKGROUND

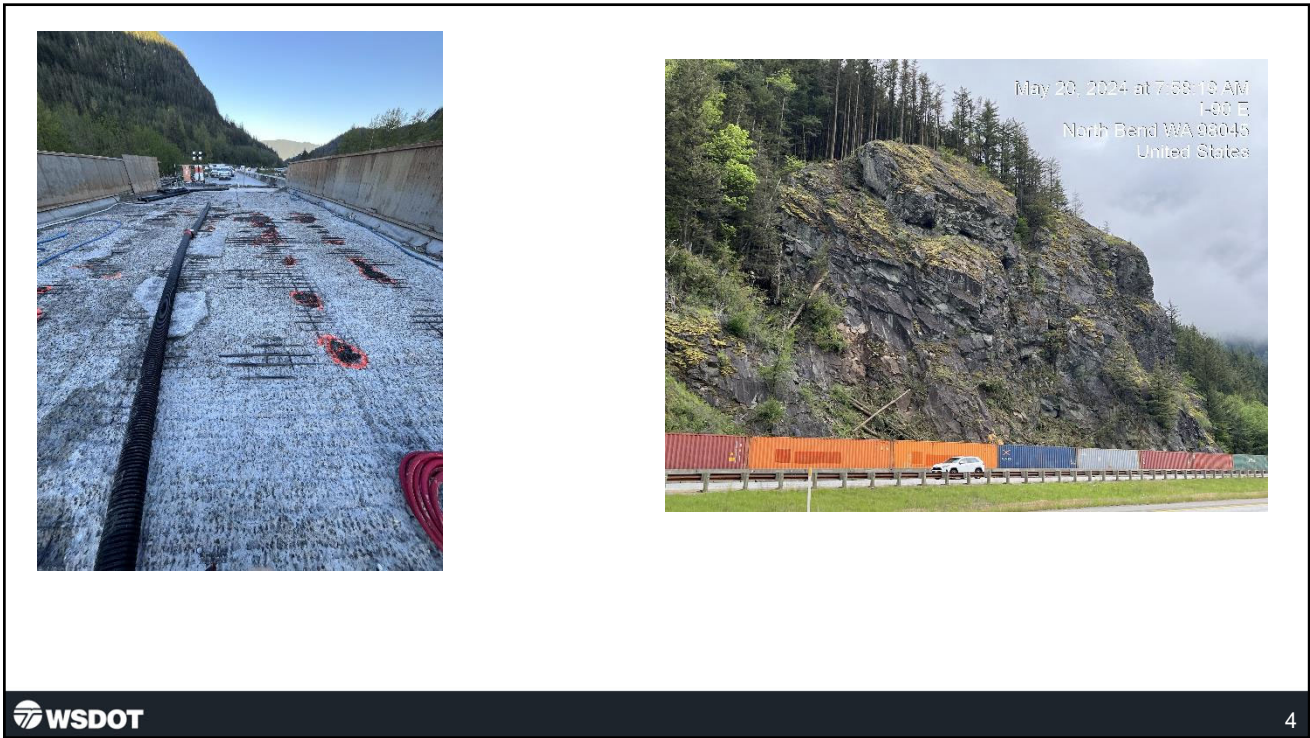


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2



3



4

I-90 SNOQUALMIE PASS EAST PROJECT



Phase 1B



Phase 1C



Phase 2A



Phase 3

I-90 SNOQUALMIE PASS EAST PROJECT Phase 3





I-90 CONSTRUCTION OVERVIEW

- Continues in spring/summer 2024 through 2027
- Various construction projects are needed to:
 - Meet projected traffic demands
 - Improve public safety
 - Reduce the risk of rock and debris falling
 - Fix structural deficiencies
 - Repair stormwater drainage
 - Connect habitat across I-90 for fish and wildlife



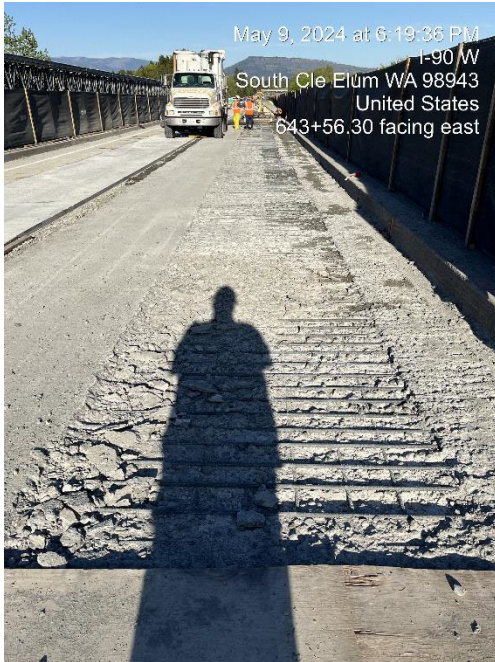
CONSTRUCTION IMPACTS

- Traffic back-ups and delays are expected between North Bend and Vantage.
 - People should check traffic conditions prior to making their trip.
- Many of the construction projects will require:
 - Closed shoulders
 - Traffic lane shifts
 - Detours



I-90 SOUTH CLE ELUM ROAD BRIDGES – DECK REHABILITATION (ongoing)





WSDOT

11

11

I-90 SOUTH CLE ELUM ROAD BRIDGES – DECK REHABILITATION (ongoing)



WSDOT

12

12



I-90 Vantage Bridge Project Overview

13

EXISTING CONDITIONS

Background

- Bridge built in 1962; last major overhaul in 1982
- WSDOT has continued ongoing maintenance to keep up with the deteriorating bridge
- Emergency repairs require lane closures, which lead to backups and travel delays



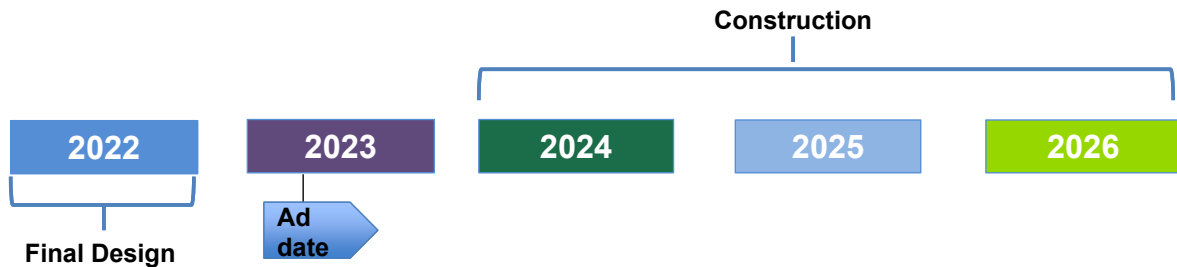
Maintenance work on Vantage Bridge



14

14

I-90 VANTAGE BRIDGE – DECK REPLACEMENT (Starting in spring 2024)



Dates subject to change.



15

15

PROJECT CHALLENGES



- Preserve and maintain structural integrity
- Bridge lane reductions will cause traffic backups
- Available detours add significant travel distance and time
- Deck is integral to the structural stability of the bridge. A phased construction is required to not take out too much of the deck at a given time.
- Communicating closures to the traveling public
- Multi-regional communication effort
- Emergency Services
- Weather
- Adjacent Recreational Use

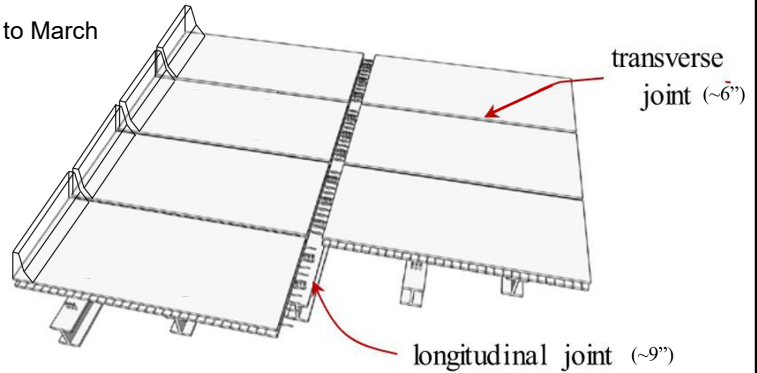


16

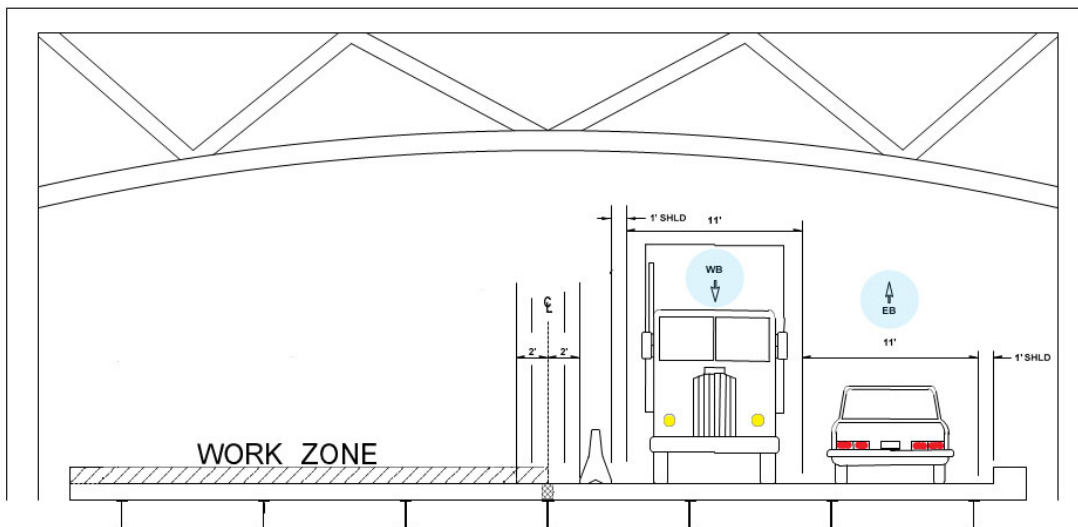
16

CONSTRUCTABILITY STRATEGY

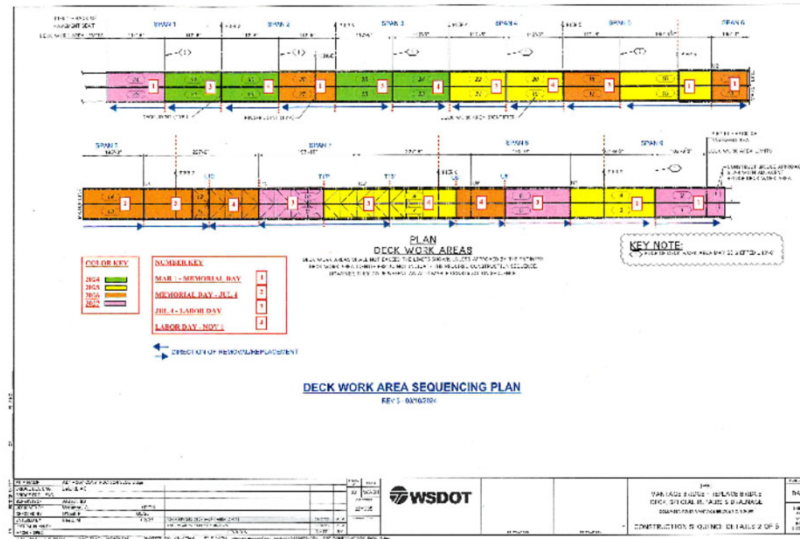
- Traffic Control Strategies
 - ✓ Reduce I-90 to 1 lane each direction at 40 MPH - Multiple seasons
 - ✓ Speed reduction and Smart Work Zone System (SWZS)
 - ✓ Strategic full openings during select high travel periods (Memorial Day, 4th of July, Labor Day)
 - ✓ Multi-agency and multi-regional communication coordination
 - ✓ Work shutdown anticipated November to March
 - ✓ WSP work-zone enforcement
- Stage project to maintain structural integrity
 - ✓ Limit area of deck removal



17



18



I-90 VANTAGE BRIDGE – DECK Travel Times



WAYS TO STAY INFORMED

- Project webpages on wsdot.wa.gov
- Visit the real-time travel map
<https://wsdot.com/Travel/Real-time/Map/>
- Visit our I-90 online open house at <https://engage.wsdot.wa.gov/i-90-construction-from-north-bend-to-vantage/>
- Social media
 - Twitter [@snoqualmiepass](https://twitter.com/snoqualmiepass)
 - Facebook www.facebook.com/wsdot
- Sign up for project email updates
(public.govdelivery.com/accounts/WADOT/subscriber/new)
- NEW! Sign up for [email updates](#) on the I-90 Vantage Bridge Project
- Get text message alerts by typing "START" to 85107
- Tune into the Highway Advisory Radio 1610 AM or 530 AM

CONTACTS

South Central Communications Team:

SCCommunications@wsdot.wa.gov

Paul Gonseth

ARA for Construction

Paul.Gonseth@wsdot.wa.gov

THANK YOU!

Questions & Answers



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Community Forestry Assistance Grants Presentation (Public Comment Opportunity)
Submitted by: Erin McGowan, Stormwater/Urban Forestry
Department: Public Works & Utilities

Suggested Motion/Action:
Information only; no action is requested at this time.

Background/Summary:
Since 2008, the Washington State Department of Natural Resources (DNR) has partnered with the United States Department of Agriculture (USDA) to administer State and Federal grant funds to cities, towns, counties, tribes, non-profit organizations, and educational institutions to promote urban forestry. The City of Ellensburg was awarded \$40,000 for a Street Tree Inventory and Urban Tree Canopy Assessment during the 2023 funding cycle. In 2024, the City received notification of a successful grant application for an Urban Forestry Management Plan and Ordinance Update. The total funds requested for this project were \$272,500 and the anticipated performance period is from July 2024 to June 2027. The finalized scope of work and funding amount will be negotiated with the DNR in the upcoming months.

Previous Council Action:
The City Council authorized the City Manager to sign the 2023 Community Forestry Assistance Grant agreement on July 3, 2024. It moved to accept the 2023 Community Forestry Assistance Grant project as completed on May 20, 2024.

Analysis:
The 2023 Community Forestry Assistance Grant awarded the City \$40,000 with a \$30,000 match requirement. The total project cost for the Street Tree Inventory and Urban Tree Canopy Assessment was \$85,584.37.

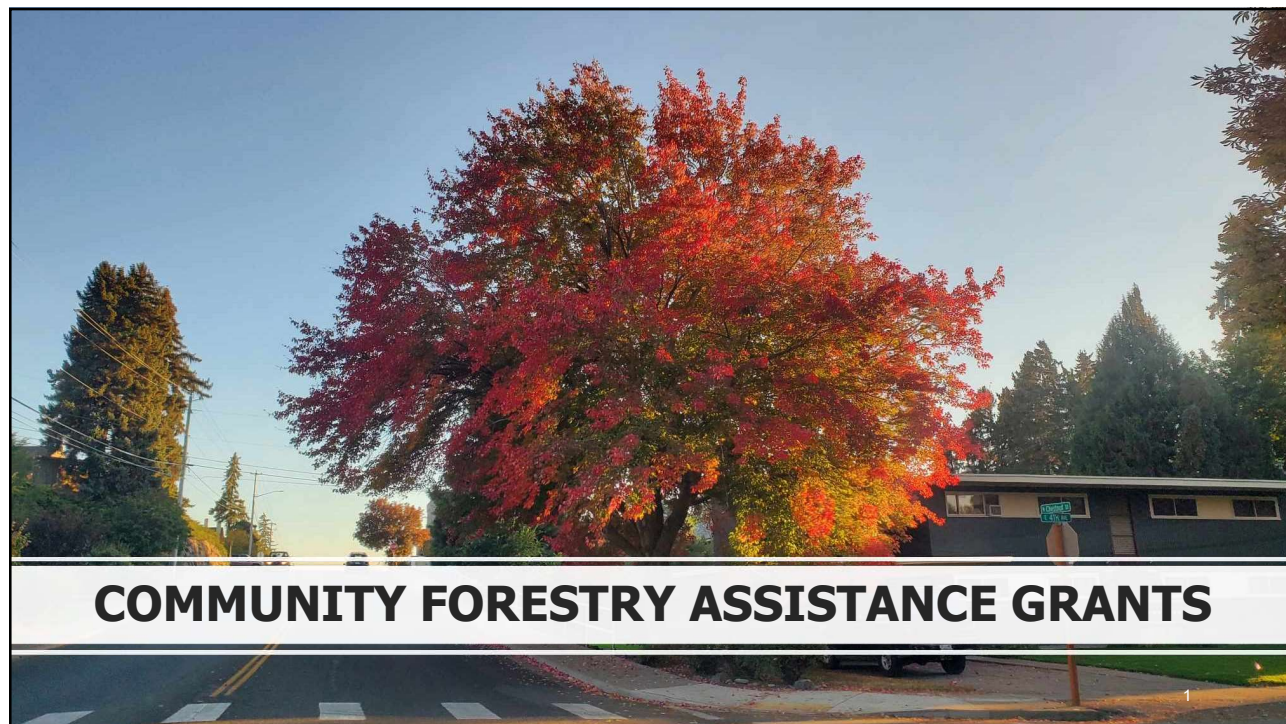
The 2024 Community Forestry Assistance Grant does not have a match requirement. It is anticipated that the City will receive the full \$272,500 requested to complete the Urban Forestry Management Plan and Ordinance Update Project.

Financial Impact:
There is no financial impact at this time.

Budget Adjustment: No

Attachments:

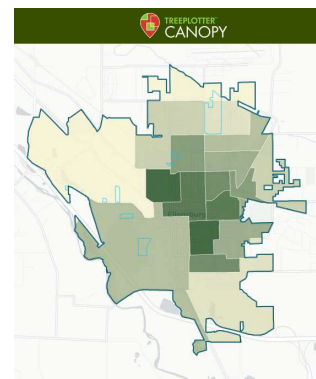
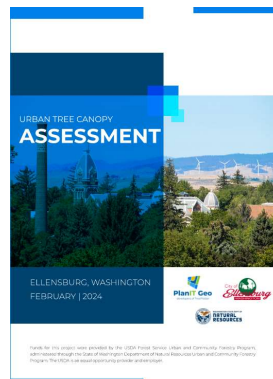
1. Community Forestry Assistance Grants Presentation



1

2023 Community Forestry Assistance Grant

- **Awarded \$40,000**
 - \$30,000 match requirement
 - Period of performance July 2023 - April 2024
- **Project Included**
 - Street Tree Re-Inventory
 - Urban Tree Canopy Assessment
 - Tree Canopy Software



2

2

Street Tree Re-Inventory Results

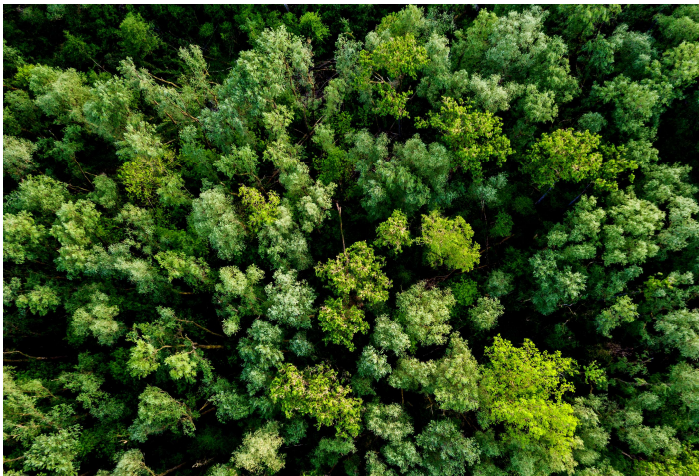
- **Street Tree Re-Inventory**
 - Collected data on 5,697 street trees in the City right-of-way.
 - Species, Diameter, Site Type, Location/Land Use, Overhead Utilities, Condition, and Maintenance Recommendations
- **Street Tree Inventory Report**
 - Field Data Collection Results
 - Species Diversity
 - Tree Assessment Results
 - Site Specifics and Maintenance
 - Recommendations
 - Species Diversity
 - Pruning Recommendations
 - Planting Site Opportunities



3

3

Urban Tree Canopy Assessment Results



- **Urban Tree Canopy Assessment Report**
 - State of the Canopy and Key Findings
 - There are 112 acres of plantable space in the right-of-way.
 - Quantifying Ecosystem Benefits
 - Air Quality, Stormwater and Water Quality, and Carbon Storage and Sequestration
 - Recommendations
- **Tree Canopy Software**
 - TreePlotter Canopy

4

4

2024 Community Forestry Assistance Grant

- **\$8 million in State and Federal dollars available**
 - \$3 million in State funds and \$5 million in Federal pass-through funds from the Inflation Reduction Act.
- **The DNR received over 120 grant applications, requesting over \$20 million in funding**
 - Awards ranging from \$10,000 to \$350,000
- **Ellensburg submitted a successful grant application for an Urban Forest Management Plan & Ordinance Update project.**
 - \$272,500 in grant funding, with no match requirement.
 - The expected period of performance is from July 2024 to June 2027.



5

5

Urban Forest Management Plan & Ordinance Update Project

	Park Tree Inventory	Ellensburg's first park tree inventory Estimated 6,000 trees in developed park areas
	Urban Forestry Management Plan	A long-range plan for street and park trees Removal and replacement plan for the Historic District
	Tree Ordinance Update	Update and replace the existing ordinance
	Street Tree Section in Public Works & Utilities Development Standards	Minimum standards and details for tree care and protection Easily inserted into civil plans
	Public Outreach & Education Materials	Brochures for tree planting, pruning, and removal Field guide for Irene Rinehart Riverfront Park

6

6



Next Steps...

- **Negotiate terms of the grant contract with the DNR.**
 - Finalize the scope of work, period of performance, and funding amount.
 - June to August 2024
- **Bring the finalized grant contract before City Council for approval.**
 - August to September 2024
- **Release a Request for Proposals (RFP) and select a consultant.**
 - October to November 2024

7



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) to consider Resolution 2024-17, adopting the City's Six-Year Transportation Improvement Plan (TIP) 2025-2030 and providing an annual Complete Streets Update (Public Comment Opportunity)

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Adopt the proposed Resolution 2024-17 approving the TIP for 2025-2030 authorize staff to submit listed projects for funding as grant opportunities become available.

Background/Summary:

The City is required by law to annually update its Six-Year Transportation Improvement Plan (TIP) and file a copy with the State as well as the Quad County Regional Transportation Organization. Also, in conjunction with the TIP, and in accordance with Section 4.05.090 of the Ellensburg City Code (ECC), staff is required to provide an annual 'Complete Streets' update.

Projects proposed in the TIP represent work remaining from previous plans, incorporate projects from the Comprehensive Transportation Plan, the Active Transportation Plan, and several major maintenance/asphalt overlay projects. The adopted TIP may be amended by resolution at any time during the year, should changes be required or additional funding opportunities become available. Council can also add, delete, modify or move the priority of projects.

In 2016, Council adopted a 'Complete Streets' policy by Ordinance (Chapter 4.05 ECC). This Ordinance calls for an annual update in conjunction with the TIP. 'Complete Streets' is defined in ECC 4.05.020 as "a road that is designed to be safe for drivers, bicyclists, transit vehicles and riders, and pedestrians of all ages and abilities."

Previous Council Action:

On June 20, 2023, Council conducted a public hearing and adopted the 2024-2029 Six-Year TIP through Resolution 2023-14.

Analysis:

Several City transportation projects consistent with the 'Complete Streets' goals and objectives of ECC 4.05.090 have been completed and others are currently under construction since the last report on June 20, 2023. The completed projects include the University Gateway project which installed new paverstone pathways, 12-foot-wide on the south side of the street and seven-foot-wide on the north side of the street from Wenas St

west 0.8 miles to Whiskey Creek. The project included street lighting, a stormwater buffer strip with street trees, a mid-block crossing, and transit bus turnouts.

Preservation of downtown streets was performed with the Downtown Slurry Seal project, through the application of a fine aggregate seal coat on 4th Ave, Pearl St and Pine St. In addition, the Ruby St skim patch installed a continuous asphalt patch over the traveled portion of Ruby St from Manitoba Ave to 5th Ave.

Both Main St from 3rd Ave to University Way and Wildcat Way from University Way to 18th Ave received an asphalt overlay last year. Work included upgrades of curb ramps to Americans with Disabilities Act (ADA) accessibility standards and replacement of broken sidewalk for a half block of Main St north of 6th Ave.

Staff also coordinated the shared cost in replacement of deteriorated sidewalk with paverstones on the west side of Pine St between 5th Ave and 6th Ave. The project included irrigation improvements, installation of new street trees, upgraded 3-globe historic lighting and repair of the adjacent street surface. These projects all had multiple elements that enhanced Ellensburg's overall 'Complete Streets' system.

Attached is a matrix, Exhibit "A", of the proposed TIP showing transportation projects proposed for incorporation in the years 2025-2030. With Council's concurrence, staff will submit grant applications to the various funding agencies as grant opportunities become available.

This TIP continues the overlay program on the arterial street system. Of the listed projects, numbers 10, 16, 18, 22, 28, and 41 are specifically asphalt overlay projects, and funding for these projects is proposed from state and federal grants, and sales tax/gas tax contributions.

Projects planned for construction in 2024 are also included in the TIP attachment (Exhibit A), shown as project numbers four through 11. University Way from the Burlington Northern Sante Fe (BNSF) overpass to Cle Elum St (TIP project number 10) is receiving an asphalt overlay this year. Work includes replacement of deteriorated curbs along the roadway. In addition, the Pfenning Road Shared Use Pathway project from 3rd Ave to the Palouse to Cascades Trail (TIP project number five) is nearly complete.

Project numbers 12 through 14 in the TIP are currently in the design phase. Construction is planned for these projects in later years as shown on the TIP.

Staff recently received notice of a Transportation Improvement Board (TIB) complete streets early funding opportunity. Eligible projects must be shovel ready and expend the funds before the end of December 2024. This award will help accelerate infill of sidewalk gaps in 2024 on Alder St (TIP project number eight) and 15th Ave (TIP project number nine).

Financial Impact:

The "S" or "P" designation next to each project number, designates whether a project has Secured (S) or Potential (P) funding. The projects shown with secured funding are all

included in the 2023-2024 Budget. Most of the proposed plan relies on a combination of potential funding sources that include grants, motor vehicle fuel tax, federal allocations, sales tax, local improvement districts, and others.

Budget Adjustment: No

Attachments:

1. Resolution Six Year TIP 2025-2030
2. Exhibit A Six Year TIP 2025-2030

RESOLUTION NO. 2024-17

A RESOLUTION adopting the City of Ellensburg's Six-Year Transportation Improvement Plan (TIP) for the years 2025 to 2030, inclusive, as recommended to the City Council by the Public Works and Utilities Department.

WHEREAS, a public hearing on the TIPs was held before the Ellensburg City Council on June 3, 2024 in the manner required by RCW 35.77.010; and

WHEREAS, the Six-Year TIP has been updated for 2025 to 2030 in accordance with the State requirements; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON,
DOES RESOLVE AS FOLLOWS:

Section 1. That the Six-Year Transportation Improvement Plan, attached hereto, for street and arterial street improvements for the years 2025 to 2030, inclusive, as now filed with the City Council of the City of Ellensburg, be and the same is hereby approved and adopted.

ADOPTED by the City Council of the City of Ellensburg this 3rd day of June 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A

CITY OF ELLENSBURG 6-YEAR TRANSPORTATION IMPROVEMENT PLAN 2025 TO 2030 (INCLUDES CURRENT WORK REMAINING IN 2024)			PUBLIC HEARING DATE: 6/3/2024 ADOPTION DATE: 6/3/2024 RESOLUTION NO. 2024-17								
REVENUE BY YEAR (thousands)											
SOURCE			2024*	2025	2026	2027	2028	2029	2030	TOTALS	
ARTERIAL STREET			269	245	108	395	713	395	118	2,243	
REGIONAL STBG			1,167	0	0	0	0	710	750	2,627	
SALES TAX RESERVE			288	107	918	350	1,425	1,155	500	4,743	
FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS			0	127	3,325	0	750	750	250	5,202	
WSDOT SAFETY PROGRAM			0	0	0	4,350	1,700	0	0	6,050	
TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs			1,327	886	950	815	1,700	3,475	2,800	11,953	
DISTRESSED COUNTY SALES/USE TAX			34	110	134	0	0	609	0	887	
1/4 CENT REAL ESTATE EXCISE TAX			855	150	334	160	722	354	22	2,597	
MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS			353	0	0	0	0	475	0	828	
DOE FISCAL YEAR WATER QUALITY GRANT			360	515	3,375	0	0	0	0	4,250	
COUNTY LODGING TAX GRANT			0	0	0	0	0	0	67	67	
LOCAL LODGING TAX FUNDS			0	0	0	0	0	0	66	66	
TRANSIT			50	0	0	865	0	0	0	915	
OTHER AGENCY OR CITY DEPARTMENT			1,521	330	900	1,000	500	1,062	300	5,613	
LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS			0	0	4,700	0	4,145	695	8,200	17,740	
TRAFFIC IMPACT FEES			0	606	150	2,632	0	990	1,370	5,748	
NOT FUNDED			0	0	0	0	0	0	0	0	
TOTAL REVENUE			6,224	3,076	14,894	10,567	11,655	10,670	14,443	71,529	
Funding (S/P)	EXPENDITURES BY YEAR (thousands)										
PROJECT			2024*	2025	2026	2027	2028	2029	2030	Future	TOTALS
1	S/P	Bridge Inspections	5	5	5	5	5	5	5	0	35
2	S/P	Engineering Transfer	15	15	15	15	15	15	15	0	105
3	S/P	Signal Optimization	25	25	25	25	25	25	25	0	175
4	S/P	Alley Reconstruction (Semi-Annual)	80	0	85	0	90	0	95	0	350
5	S	Pfenning Road Shared Use Pathway - 3rd Ave to Palouse to Cascades Trail	526	0	0	0	0	0	0	0	526
6	S	Brick Rd Improvements - Radio Rd to McElroy Park Trail	1,540	0	0	0	0	0	0	0	1,540
7	S	Pfenning Rd Sidewalk - 240' North of Vantage Hwy to Radio Rd	1,251	0	0	0	0	0	0	0	1,251
8	S	Alder St Sidewalk - One Side - 1st Ave to 3rd Ave (Complete Streets)	170	0	0	0	0	0	0	0	170
9	S	15th Ave Sidewalk Improvements - Cora St to Columbia St - North Side (Complete Streets)	360	0	0	0	0	0	0	0	360
10	S	University Way Overlay - (BNSF To Cle Elum St)	1,017	0	0	0	0	0	0	0	1,017
11	S	5th Ave CBD Paverstone Sidewalk and Street Tree Impr. (N. Side Water to Main St)	200	0	0	0	0	0	0	0	200
12	S	Mountain View Ave and Bull Rd/Willow St Intersection Enhancements	75	750	0	0	0	0	0	0	825
13	S/P	Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction)	450	0	5,450	0	0	0	0	0	5,900
14	S	University Way Gateway II - Vista Rd to east City Limits	510	515	5,125	0	0	0	0	0	6,150
15	S/P	Capitol Ave Sidewalk Replacement - Main St. to Sampson St.	0	100	0	110	0	130	0	0	340
16	P	Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main St	0	1,416	0	0	0	0	0	0	1,416
17	P	Recon. Trail and Sidewalk Extension - PTC to Bender and Hannah to Whiskey Creek	0	250	2,791	0	0	0	0	0	3,041
18	P	Canyon Rd Overlay - Umptanum to Mountain View Ave	0	0	280	0	0	0	0	0	280
19	P	Alder St Sidewalk - One Side - 3rd Ave to Craig Ave	0	0	80	0	100	0	0	0	180
20	P	1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	0	234	0	0	0	0	0	234
21	P	Palouse to Cascades Reconnect Trail - Sanders to Airport	0	0	804	0	0	0	0	0	804
22	P	University Way Overlay - Cle Elum St to east City Limits	0	0	0	2,215	0	0	0	0	2,215
23	P	Wildcat Way and 18th Intersection Enhancements	0	0	0	756	0	0	0	0	756
24	P	Anderson Rd and Umptanum Rd Intersection Enhancements	0	0	0	1,252	0	0	0	0	1,252
25	P	University Way and Water Street Intersection Enhancements and Widening	0	0	0	3,270	0	0	0	0	3,270
26	P	Mountain View Ave and Ruby St Intersection Enhancements and Widening	0	0	0	2,920	0	0	0	0	2,920
27	P	Walnut St and 18th Bike Lane - Dean Nicholson to Alder St	0	0	0	0	150	0	0	0	150
28	P	Water St. Overlay - University Way to Helena	0	0	0	0	1,550	0	0	0	1,550
29	P	Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave	0	0	0	0	4,300	0	0	0	4,300
30	P	Umptanum Shared Use Pathway - Wilson Cr to IRRP	0	0	0	0	2,100	0	0	0	2,100
31	P	University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	2,040	0	0	0	2,040
32	P	Industrial Way Improvements - LID	0	0	0	0	1,280	0	0	0	1,280
33	P	Canyon Rd and Umptanum Rd Intersection Enhancements and Widening	0	0	0	0	0	3,390	0	0	3,390
34	P	3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	810	0	0	810
35	P	Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.	0	0	0	0	0	1,525	0	0	1,525
36	P	Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	1,170	0	0	1,170
37	P	City to Canyon Trail - Umptanum Rd to Tjossem Rd	0	0	0	0	0	3,600	0	0	3,600
38	P	3rd Ave and Ruby St Intersection Enhancements	0	0	0	0	0	0	890	0	890
39	P	Large Scale Wayfinding Implementation Project	0	0	0	0	0	0	133	0	133
40	P	14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way	0	0	0	0	0	0	480	0	480
41	P	Mountain View Overlay - Canyon to Willow	0	0	0	0	0	0	1,500	0	1,500
42	P	Helena Ave Extension - PTC Trail to Dry Cr Rd	0	0	0	0	0	0	4,100	0	4,100
43	P	Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)	0	0	0	0	0	0	7,200	0	7,200
44	P	Chestnut St and Walnut St Bike and Ped Improvements								263	263
45	P	8th Ave LID (University Way to Maple St)								1,061	1,061
46	P	Trail Connection - 5th Ave to University Way (near CWU)								250	250
47	P	5th and Ruby Intersection Enhancements and Widening								741	741
48	P	Anderson/Umptanum/Railroad Ave. Road Widening/Overlay								7,310	7,310
49	P	Helena Ave and Walnut St Intersection Enhancements and Widening								740	740
50	P	Circle the City Trail - Enterprise Way to Faust Rd								4,200	4,200
51	P	Main St Sidewalk Improvements - University Way to 14th Ave								1,450	1,450
52	P	Helena Ave and Water St Intersection Enhancements and Widening								936	936
53	P	Manitoba Ave and Ruby St Intersection Enhancements and Realignment								1,332	1,332
54	P	University Way and Alder St Intersection Enhancements and Widening								1,558	1,558
55	P	Currier Creek Pathway - Univ. Way to Reece Cr Rd to Currier Cr to PTC								2,750	2,750
56	P	University Way and Main St Intersection Enhancements and Widening								3,338	3,338
57	P	Water St and Bender Rd Intersection Enhancements								966	966
58	P	Airport Rd and Bender Rd Intersection Enhancements								1,008	1,008
59	P	Capitol Ave and Chestnut St Intersection Enhancements								672	672
60	P	Canyon Rd Sidewalk - 190 to Berry Rd to Existing Sidewalk on Berry Rd								540	540
61	P	Sanders Rd and Alder St Intersection Enhancements								665	665
62	P	Capitol Ave and Willow St Intersection Enhancements								524	524
63	P	15th Ave and Cora St Intersection Enhancements								432	432
64	P	18th Ave and Alder St Intersection Enhancements								720	720
TOTAL EXPENDITURE			6,224	3,076	14,894	10,568	11,655	10,670	14,443	31,456	102,985
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2024))			1,740	1,591	1,466	1,478	1,203	610	335		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER			120	120	120	120	120	120	120		
ARTERIAL STREET FUND ENDING BALANCE			1,591	1,466	1,478	1,203	610	335	337		

*Current year projects shown for accounting purposes.

**TIP plans calls for road widening/impr. projects to be funded from Sales Tax Reserve, to replace the Federal STP funding which is now shown for potential asphalt overlay funding.
(Average annual need to overlay the arterial street system on a 15 year cycle is in excess of \$1,380,500 per year.)



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-16 to Accept a Donation from Jan Lebo
(Public Comment Opportunity)
Submitted by: Ken Wade, Police Chief
Department: Police

Suggested Motion/Action:

Move to adopt Resolution 2024-16, accepting the donation to the Ellensburg Police Department from Mrs. Janet "Jan" Lebo and on behalf of herself and her late husband, Clinton "Skip" Lebo, and approve the necessary budget adjustments.

Background/Summary:

Jan and Skip Lebo came to Ellensburg in 1966, where Skip was hired by the police department as a Dog Catcher (modern day Animal Control Officer). Shortly after his hiring, Skip transitioned to a police officer and Jan became a member of the Police wives' group. During Skip's career, he served in a variety of roles, and is most remembered for his service to the school safety and bicycle programs. While on patrol, Skip was involved in a motor vehicle collision and sustained a serious back injury which required an extended period to recover. Coming back to the department after recovery, Skip was assigned as a detective and maintained that duty until his medical retirement after serving over 20 years. During their next chapter in life, Jan and Skip were known for their support and volunteer activities centered around coaching and mentoring students and supporting our community's senior military veterans. In 2021, Jan and Skip were selected as the Grand Marshals of the Ellensburg Rodeo Parade. Skip died in May 2022. On May 14, 2024, Jan presented a check for \$10,000, as a donation to the police department.

Previous Council Action:

None

Analysis:

Jan Lebo wished to donate \$10,000 in restricted funds to be utilized by the Ellensburg Police Department. Besides the Police Department donation, Jan also made generous donations to the Kittitas County Sheriff's Office and Kittitas Valley Fire and Rescue. Chapter 2.04 of the Ellensburg City Code (ECC) governs donations to the City. The donation should be considered a "restricted donation" per ECC 2.04.120. Resolution 2024-15 specifies that the donation shall only be used by the police department.

Financial Impact:

The proposed donation will provide additional funding for the Police Department. The Resolution also authorizes the necessary budget adjustments to these funds.

Budget Adjustment: Yes

Attachments:

1. Resolution 2024-16 Lebo Donation

RESOLUTION NO. 2024-16

A RESOLUTION accepting a monetary donation in the total amount of \$10,000. from Mrs. Jan Lebo on behalf of herself and her late husband, Clinton "Skip" Lebo.

WHEREAS, on May 14, 2024, Mrs. Jan Lebo met with Ellensburg Police Chief Ken Wade of the Ellensburg Police Department at which time she presented a check for \$10,000 as a donation to the City of Ellensburg Police Department; and

WHEREAS, the Ellensburg Police Department would benefit from the donation; and

WHEREAS, pursuant to Ellensburg City Code section 2.04.120, any restricted monetary donation which exceeds \$1,000 must be accepted by the Ellensburg City Council;

NOW THEREFORE, the City Council of the City of Ellensburg, Washington, does resolve as follows:

Section 1. The City Council of the City of Ellensburg hereby authorizes the Ellensburg Police Department and the City to accept the donation from Mrs. Jan Lebo in the amount of \$10,000.

Section 2. The City Council authorizes adding the necessary budget adjustments to the Police Fund (Fund 016) to be used by the Police only for the purpose restricted by the donation.

Section 3. The Mayor and City Manager are authorized to execute any documents required to accept the donation from Mrs. Jan Lebo.

ADOPTED by the City Council of the City Ellensburg this 3rd day of June, 2024.

Mayor

Attest: _____
City Clerk



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Art Commission Request to Utilize Commission Reserve Funding to Secure and Support a New Permanent Piece of Artwork for Unity Park (Public Comment Opportunity)

Submitted by: Kelle Vandenberg, Arts & Economic Development Manager

Department: Arts Commission

Suggested Motion/Action:

Move to approve the utilization of \$46,500.00 from the Arts Commission reserve funding for the purchase and installation of a new permanent work of art for Unity Park, and approve the necessary budget adjustments.

Background/Summary:

Unity Park, when complete, will serve as a central gathering place for community engagement and artistic expression within the downtown. The Unity Park Art Action team was formed to outline a plan for the enhancement of public art within Unity Park that would contribute to the cultural vibrancy of our community. The Art Action team comprises members of the Parks & Recreation Department, the Ellensburg Arts Commission, practicing artists/art professionals, community members, and the Arts & Economic Development Manager. Members of this team developed a detailed and thorough Call for Artists for Unity Park that includes conceptual development, design, and installation of a permanent piece of art for Unity Park.

The Ellensburg Arts Commission unanimously approved the use of reserve funding for this purpose at the May 9, 2024, Arts Commission meeting.

Previous Council Action:

None

Analysis:

The Ellensburg Arts Commission reserve funding is designated for the promotion and support of artistic endeavors that enrich the lives of the residents of Ellensburg. The purchase and installation of a new permanent work of art for Unity Park will further enhance the park's appeal and provide a lasting legacy for future generations.

Financial Impact:

As of April 2024, the Arts Commission has Reserve Funding/Beginning Balance funding totaling \$48,853.00. The request presented by the Arts Commission is for \$46,500.00

Request Breakdown:

\$500.00 per three finalist stipends, totaling \$1,500.00
\$45,000.00 for the design, creation, and installation

The reserve funding is unused carry-over funding from previous years and does not impact the existing 2024 Arts Commission budget.

Budget Adjustment: Yes

Attachments:

1. Unity Park Call for Artist Packet 04-26-24 Combined DRAFT



Building Community
Through the Arts.

Ellensburg Arts Commission
501 N. Anderson Street
Ellensburg WA 98926
509.962.7149

[Ellensburg Arts | Ellensburg, WA](#)

REQUEST FOR QUALIFICATION

Call for Artist | Unity Park

The City of Ellensburg and the Ellensburg Arts Commission (EAC) are accepting Requests for Qualification (RFQ) from artists to create a permanent lasting work of art for Unity Park. The park, slated to open August 2024, is in downtown Ellensburg on 4th Avenue and Pearl Street. Unity Park will be enjoyed throughout the year as an informal gathering space, a venue for cultural arts and recreational events, and offer much needed open space where all are welcome to gather, create, and enjoy the downtown. We would like the work to reflect the park's theme of Unity and may include reflections of City of Ellensburg's Land Acknowledgement statement.

[Land Acknowledgment Statement | Ellensburg, WA](#)

To learn more about Unity Park: [Unity Park | Ellensburg, WA](#)

Read this packet thoroughly prior to submission, as all submissions will be considered final.

PROCESS OVERVIEW:

Phased Approach:

There are three phases for this project:

- Phase I: RFQ Open Submission
- Phase II: Finalist Selection, Submission, and Presentation
- Phase III: Final Proposal Selection

Selection Process:

- The selection panel will review all submissions and select three final artist/artist team RFQ proposals based on the criteria outlined below in the RFQ Submission Requirements.
- The final three applicants will be invited to develop, submit, and present their artwork proposal to the selection panel. The presentation may in either in person or via zoom.
- The presentation or pitch to the selection panel will consist of:
 - Proposal presentation/proposed artwork concept overview
 - Proposed concept art
 - Location selection of artwork within the noted areas of Unity Park
 - How artwork responds to the theme and/or the City's Land Acknowledgement.



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Ellensburg WA 98926
509.962.7149

[Ellensburg Arts | Ellensburg, WA](#)

- Q & A session
- Site visit

NOTE: Artist must be available for:

1. Proposal/Artist Presentation and Interview.
2. Attend and present concept art at the Unity Park Ribbon Cutting ceremony in mid-September.

Project Site: Unity Park, 4th Avenue and Pearl Street, downtown Ellensburg

Project Budget: Up to \$45,000.00 for this project.

Scale and scope of submitted proposal will determine awarded budget. All costs associated with the concept, design, development, construction, transportation, and installation of artwork must be included and are part of the awarded project budget. There is no additional funding to support this project.

Phase I: RFQ Submission Requirements:

Artist must submit the following materials:

- a. Letter of Interest
- b. Resume
- c. Portfolio: Up to 10 images of body of work or access to a digital portfolio/website.

The selection panel may contact you with questions to help in their determination.

To submit RFQ:

- All submissions must be in one combined PDF file format.
- Subject Line: **Last Name_Unity Park RFQ**
- Send submissions to: ellensburgarts@ci.ellensburg.wa.us

Three finalists will be selected to move on to Phase II.

Phase II: Finalist Submission Information:

Each of the finalists will be given an opportunity to present their proposal to the selection panel for consideration.

Stipend: Each of the three selected finalists will receive a one-time stipend of \$500.00 to support the development of their proposal.



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Ellensburg WA 98926
509.962.7149
[Ellensburg Arts | Ellensburg, WA](#)

Letters of Support/References: Each of the three finalists will be asked to submit up to three letters of support and/or references as part of the final proposal submission.

Art Placement Indication: Include site options for art placement within Unity Park (*see Unity Park rendering*)

Final Artwork Design Aspects for Consideration:

Artist incorporation of the items below will be considered by the panel in final design selection.

- Theme: What does unity look like?
- Extra consideration for all projects that respond/incorporate the City's Land Acknowledgement statement into their project. [Land Acknowledgment Statement | Ellensburg, WA](#)
- Compliance with definition of "public art" per the Ellensburg Arts Commission definition <https://www.ci.ellensburg.wa.us/1120/Public-Art-Policy>

Timelines: TBD based on Council approval

	Call for Artist RFQ Opens
	Deadline for RFQ Submission
	Notification of Selection and Interviews Scheduled
	Deadline for Proposal Submission
	Proposal/Artist Presentation & Interviews
	Final Selection of Artist and Proposed Project
Mid-September 2024	Participate in Unity Park Ribbon cutting and concept unveiling
Spring 2025	Installation of artwork complete

Further information for consideration:

Final projects are asked to be site and place responsive, meaning that the artwork must be in direct response of the site (see proposed Unity Park rendering), utilizing noted areas for public art placement and be in the spirit of Unity Park. A spirit that is welcoming, inclusive, and based on the belief that all ideas, individuals, groups, and communities are welcome here.

For final approval of artwork agreement, the EAC will submit a formal written recommendation, with all supporting documents and appropriate City Department approval, to the City Council for final approval. The City Council will reserve all final design selection authority; final design approval will be based on adherence to the City's stated theme and aesthetic/artistic value. If the City Council does not approve the project, the selection will be voided, and the EAC will begin a new selection process or cancel the call.

Once selected, the artist(s) will:



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Ellensburg WA 98926
509.962.7149

[Ellensburg Arts | Ellensburg, WA](#)

- Enter a contract with the City to execute and complete the work of art in a timely and professional manner, and/or transfer title of an existing work.
- Maintain a close working relationship with the EAC, and if appropriate, the project architect and the staff for the EAC.
- Attend at least one public event commemorating Unity Park and the selected artwork.
- Deliver and install the work of art, unless specified otherwise in the contract.

Selection Process Criteria:

The EAC and any selection panels engaged in an artwork or public art project, will use the following criteria when considering acquisition:

1. Compliance with definition of "public art" and "artworks" [Public Art | Ellensburg, WA](#)
2. Artistic merit, concept, design, craftsmanship
3. Context: architectural, historical, cultural, geographical
4. Maintainability: structural and surface soundness, durability and resistance to vandalism, weathering, excessive maintenance, and repair costs where applicable.
5. Diversity: work of art from artists of diverse cultural, geographical, racial, and gender backgrounds
6. Public safety
7. Accessibility
8. Consistency with RFQ for commissioned work
9. Feasibility: artist's ability to complete the work of art on time and within budget
10. Originality

Panelist: The panel shall consist of the following:

- Three members of the Ellensburg Arts Commission, at least one from the Public Art Committee
- One professional artist or arts professional
- One member of the City of Ellensburg staff
- One City Council member
- One member of the Parks and Recreation committee
- One member of the community of Ellensburg

About the Ellensburg Arts Commission

The City of Ellensburg Arts Commission was established in 1980 and operates under the authority of Chapter 1.33 of the City Code. The Commission is responsible for:

- Advising the City Council on matters concerning the arts and creative sector
- Encouraging and promoting artistic activities of individuals, organizations, and government agencies in the City of Ellensburg
- Formulating and recommending to Council an arts advancement program for the City of Ellensburg

Unity Park RFQ: Call for Artist

BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating
- 10 Petrelief Area

**Art cannot be placed in
the following areas:**

- Area 1--Stage/Stage Ramp
- Area 2--Lawn
- Next to Bull Statue
- On surrounding sidewalk areas
- Any space that would limit proposed seating options



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: First Quarter 2024 Financial Status and Investment Reports
 (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to accept the First Quarter 2024 Financial Status and Investment Reports as presented.

Background/Summary:

Attached are the First Quarter 2024 Financial Status and Investment Reports for the period ending March 31, 2024. The First Quarter 2024 Financial Status report represents General Fund status, Governmental fund type tax revenues, and citywide revenues and expenditures. The City's Financial Management Policy provides that Council will receive updated information relating to the City's Financial Reports on a quarterly basis.

Previous Council Action:

The First Quarter 2024 Financial Status and Investment Reports were presented to the Finance Committee at the May 22, 2024 meeting.

Analysis:

Key items – 2024 First Quarter:

- General Fund revenues are projected to come in slightly above budget whereas expenditures are projected to come in below budget. (Table 1, Page 1)
- Revenue remitted from State of Washington Sales Tax Activity was **down** 2% below 1st quarter 2023 (Table 2, Page 2)
 - Sales Tax - Affordable Housing was **down** 7%
 - City Assistance was **down** 11%
 - Hotel/Motel Lodging was up 13%
 - Local Criminal Justice was **down** 2%
 - Marijuana Excise Tax was up 17%
 - Motor Vehicle Fuel Tax (MVFT) was **down** 3%
 - Public Safety was **down** 1%
- Year-End tax revenue - 2.82% **below** budget. (Table 3, Page 3)
 - Sales tax revenue 5.32% **below** budget. (Table 3, Page 3)
 - Local Criminal Justice .1% – \$46,879 or 7% above budget (Table 4, Page 4)
 - Retail Sales for Public Transit .2% - (\$81,712) or 5.6% **below** budget
 - Retail Sales for Public Safety .3% - \$95,508 or 6.1% above budget
 - Regular Retail Sales .85% – (\$598,844) or 9.2% **below** budget
 - Retail Sales for Housing .1% – (\$40,344) or 5.5% **below** budget
 - Retail Sales for Housing (State Credit) - (\$7,967) or 9.3% **below** budget

- B&O Tax revenue - 5.14% above budget. (Table 3, Page 3)
- Other Tax revenue - 7.53% **below** budget. (Table 3, Page 3)
- Property Tax revenue - 1.33% **below** budget. (Table 3, Page 3)
- January through March 2024 sales tax receipts were 2.93% **lower** than January through March 2023 receipts. (Table 5, Page 5)
 - The majority of this **decrease** was in Retail Trade and Construction, with Accommodation and Food Services, and Real Estate and Rental Leasing also **down**.
- Utility tax revenues were 11.94% higher than 1st quarter 2023. (Table 6, Page 6)
- General Fund *not including managerial funds* (Table 7, Page 7)
 - Revenues - \$617,872 above budget
 - Expenditures - \$564,544 **below** budget
- The total excess revenues over expenditures for all funds through the 1st quarter was \$3.7 million, of which \$3.33 million of the excess is from the enterprise and internal service funds, in which rates are set to provide for replacement and capital projects. The General Fund (including managerial funds) saw a net loss of \$1.35 million. (Table 9, Page 9)
- The City had \$86,331,864.16 in excess cash invested as of 03/31/2024. (Investment report, page 1)

These are first quarter reports and do not reflect all activities. A supplemental budget adjustment will be presented at the June 17 meeting.

Financial Impact:

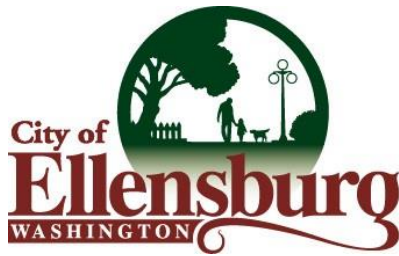
None

Budget Adjustment: No

Attachments:

1. 1st Quarter 2024 Financial Status and Investment Reports

City of Ellensburg Washington



Quarterly Financial Status Report

For the Quarter Ending March 31, 2024

AS OF 04/19/24

General Fund

The Governmental Funds' major funding sources include Property Tax, Sales Tax, Utility Taxes, Licenses & Permit Fees, Intergovernmental Revenue, and Charges for Services. Sales Tax is the largest tax revenue source for the City at approximately 55%, followed by Utility Tax at 19%, Property Tax at 18%, and Other Taxes at 8% of the budgeted City tax revenue. Tax revenue is approximately 18% of the total City revenues budgeted in 2024.

Table 1



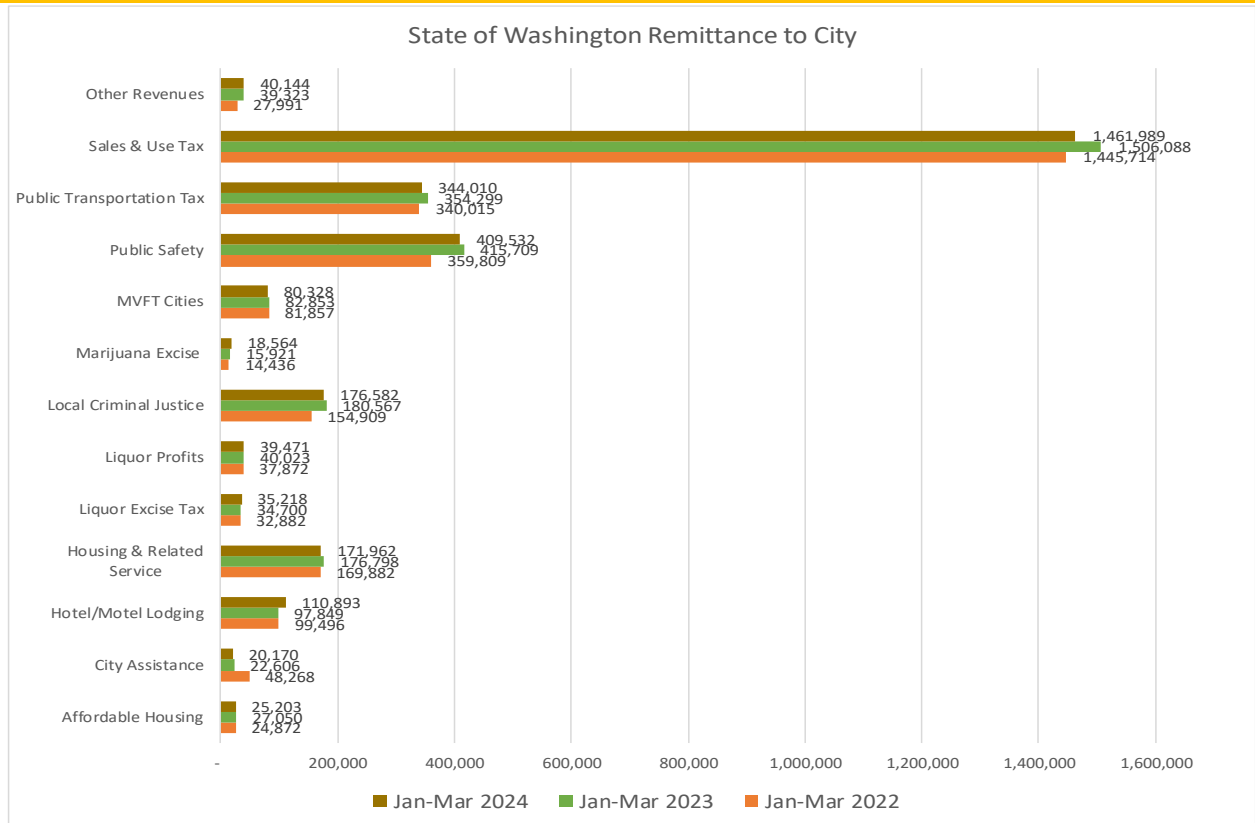
NOTE: The above graph illustrates the difference between year-to-date actuals through March, year-to-date projections as of 04/19/24, and revised budget through December 31, 2023.

First quarter projections were made as of the current situation on 4/19/2024. Projections were made with the hope of the slow cooling of inflationary increases in mind. Please keep in mind, these projections are made based on the limited information known by local governments as of the end of March. General Fund expenditures were below budget as required by Chapter 35A.33 RCW. Budgeted expenditures reflect all adjustments that were taken to Council for approval through December 31, 2023. April 2024 supplemental budget adjustments are not included in this report. General Fund (minus the managerial funds) expenditures consist mostly of wages and benefits. The current slight projected underspending in the General Fund continues to be created with temporary position vacancies. A breakdown of General Fund departments is included in Table 7 of this report.

Governmental Funds Tax Revenue

Table 2

CITY OF ELLENSBURG Year-to-Date Revenue Remitted from State of Washington Sales Tax Activity - Cash January-March Comparison for 2022 - 2023 - 2024 Table 2



	Receipts Dates <u>Jan-Mar 2022</u>	Receipts Dates <u>Jan-Mar 2023</u>	Receipt Dates <u>Jan-Mar 2024</u>	Increase/ (Decrease)	% Inc (Dec)
Affordable Housing	24,872	27,050	25,203	(1,847)	-7%
City Assistance	48,268	22,606	20,170	(2,436)	-11%
Hotel/Motel Lodging	99,496	97,849	110,893	13,044	13%
Housing & Related Service	169,882	176,798	171,962	(4,836)	-3%
Liquor Excise Tax	32,882	34,700	35,218	518	1%
Liquor Profits	37,872	40,023	39,471	(552)	-1%
Local Criminal Justice	154,909	180,567	176,582	(3,985)	-2%
Marijuana Excise	14,436	15,921	18,564	2,643	17%
MVFT Cities	81,857	82,853	80,328	(2,525)	-3%
Public Safety	359,809	415,709	409,532	(6,177)	-1%
Public Transportation Tax	340,015	354,299	344,010	(10,289)	-3%
Sales & Use Tax	1,445,714	1,506,088	1,461,989	(44,099)	-3%
Other Revenues	27,991	39,323	40,144	821	2%
Totals	2,838,003	2,993,786	2,934,066	(59,720)	-2%

Table 3



	Actuals as of 03/31/24	Year-End Projection	Budget	Over/(Under) Budget
Sales Tax *	\$2,589,277	\$10,437,645	\$11,024,125	-5.32%
B&O Tax **	1,220,147	3,902,873	3,712,209	5.14%
Other Tax ***	256,349	1,452,739	1,571,000	-7.53%
Property Tax	857,298	3,604,026	3,652,565	-1.33%
	<u>\$4,923,071</u>	<u>\$19,397,284</u>	<u>\$19,959,899</u>	<u>-2.82%</u>

* SALES TAX includes tax portions for public transit, affordable housing, public safety, and regular retail sales

**B&O TAX includes utility, gambling etc.

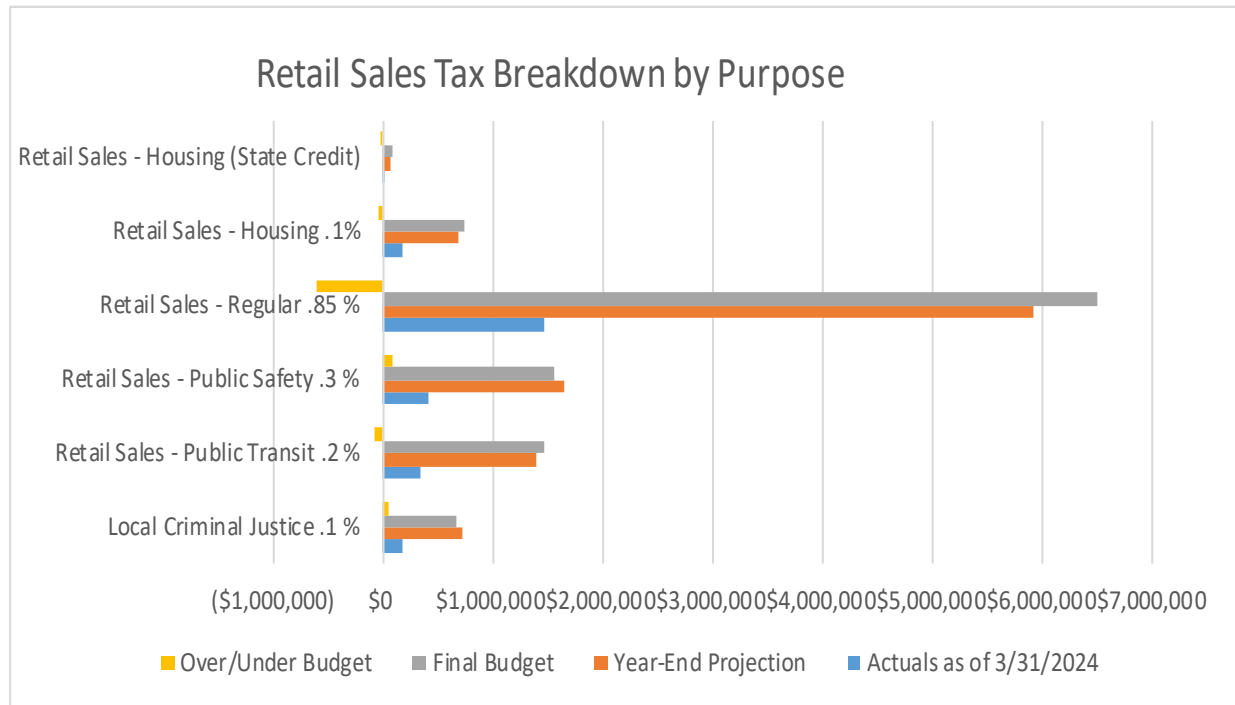
*** OTHER TAX includes leasehold and other excise taxes including hotel/motel tax

Overall governmental fund tax revenue is projected to fall short of budget by approximately \$563 thousand or 2.82%. Sales tax projections used a 5% drop from 2023, consistent with 1st quarter “regular retail” decreases. B&O tax projections used an average 4% increase over 2023 depending on the utility. Utility tax increases are based on individual utility rate increases, outstanding receivables, seasonal trends, and other forecasted utility revenue changes. “Other Taxes” is projecting a decrease in excise tax. However, the hotel/motel tax is still holding strong and projected to come in over budget.

Sales Tax

Table 4 breaks down the difference of budgeted less projected by tax purpose. It is important to note that this includes retail sales and use tax that is restricted for public transit, public safety, and affordable housing purposes. Sales tax revenue received in January is for November 2023 activity.

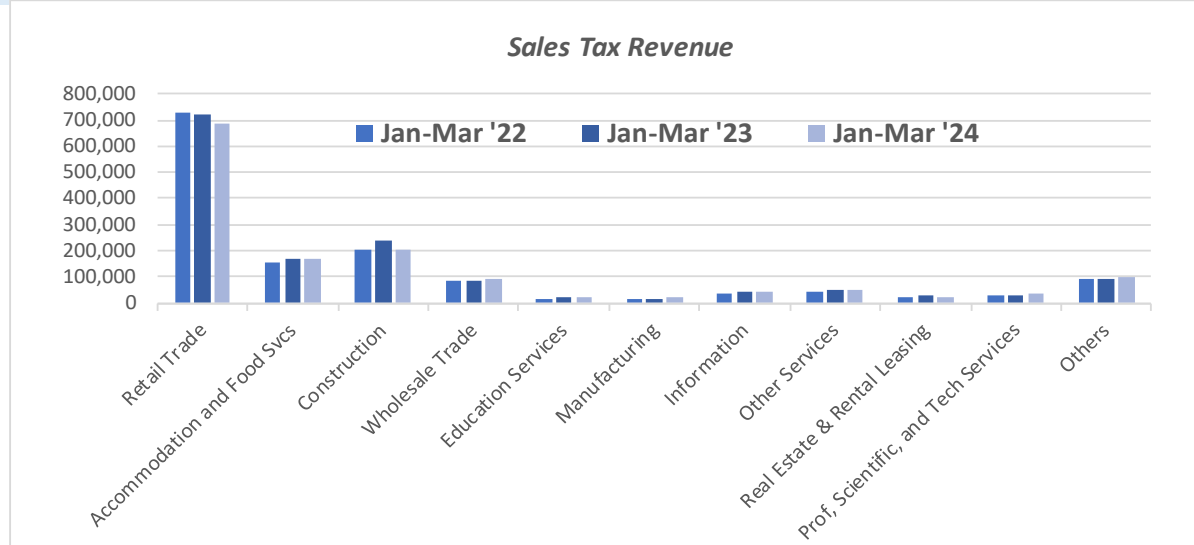
Table 4



	Actuals as of 3/31/2024	Year-End Projection	Final Budget	Projected Over/Under Budget
Local Criminal Justice .1 %	\$176,582	\$716,389	\$669,510	\$46,879
Retail Sales - Public Transit .2 %	344,010	\$1,389,264	1,470,976	(\$81,712)
Retail Sales - Public Safety .3 %	409,532	\$1,651,930	1,556,422	\$95,508
Retail Sales - Regular .85 %	1,461,989	\$5,907,967	6,506,811	(\$598,844)
Retail Sales - Housing .1%	171,962	\$694,062	734,406	(\$40,344)
Retail Sales - Housing (State Credit)	25,203	\$78,033	86,000	(\$7,967)
	\$2,589,277	\$10,437,645	\$11,024,125	(\$586,480)

Table 5

Year-to-Date Sales Tax Activity - Cash Basis Jan-Mar 2022/2023/2024



	Receipts Dates Jan-Mar '22	Receipts Dates Jan-Mar '23	Receipt Dates Jan-Mar '24	Increase/ (Decrease)	% Inc (Dec)
Retail Trade	728,743	722,683	688,050	-34,633	-4.8%
Accommodation and Food Svcs	158,295	168,992	166,676	-2,316	-1.4%
Construction	205,435	241,864	207,333	-34,531	-14.3%
Wholesale Trade	89,048	87,281	89,713	2,432	2.8%
Education Services	18,808	20,021	21,332	1,311	6.5%
Manufacturing	14,639	19,096	23,570	4,474	23.4%
Information	40,428	41,859	46,421	4,562	10.9%
Other Services	42,011	48,619	53,339	4,720	9.7%
Real Estate & Rental Leasing	24,497	32,173	25,375	-6,798	-21.1%
Prof, Scientific, and Tech Services	31,760	33,500	37,315	3,815	11.4%
Others	92,050	90,002	102,865	12,863	14.3%
Total	\$ 1,445,714	\$ 1,506,090	\$ 1,461,989	\$ (44,101)	-2.93%

Source: Dept of Revenue Sales Tax Reports - 2024 information: reporting revenue **received** January thru March

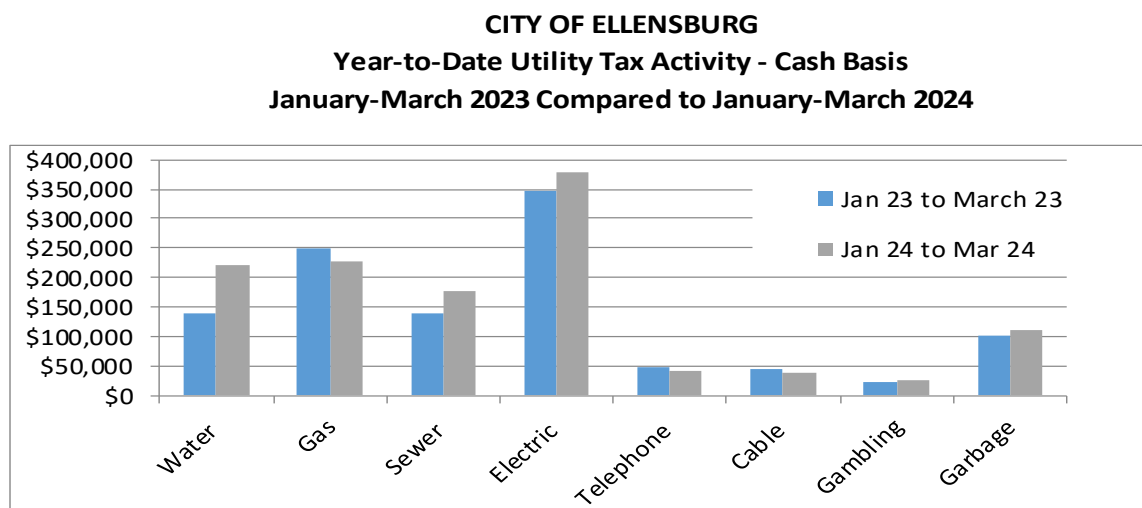
Revenue was recorded on a cash basis for this report. January will be the first month of reporting for 2024

Retail sales tax is distributed monthly reflecting 20 different categories. The above graph reflects the top ten categories with 10 categories being identified within the “Others” category. **Overall sales tax is down 2.93% compared to the 1st quarter of 2023. Retail Trade had the highest dollar decrease with Construction showing the highest percentage decrease. Regular retail sales tax revenue had a 4.8% overall decrease over the same period last year, down from .4% decrease the end of 4th quarter 2023.** These numbers do not include the.03%

for criminal justice, the .02% for public transit, or the .01% for housing and related services. **These revenues are for sales from November 2023 through January 2024.**

Utility Tax – Table 6

The city generates utility tax revenues from the sale of the City's gas, electric, water, and sewer utilities as well as utility taxes on cable television, telephone, and garbage collection. The cable utility tax revenue includes both the General Fund and the Special Revenue funds.



	Receipt Dates Jan 23 to March 23	Receipt Dates Jan 24 to Mar 24	Increase/ (Decrease)	% Inc (Dec)
Water (10.5%)	\$139,984	\$219,751	\$79,767	56.98%
Gas (6%)	248,806	227,877	(20,930)	-8.41%
Sewer (10.5%)	138,484	177,178	38,694	27.94%
Electric (6%)	346,182	377,125	30,944	8.94%
Telephone (6%)	48,357	41,104	(7,253)	-15.00%
Cable (1.075%)	43,591	39,505	(4,086)	-9.37%
Gambling (varies 2%-8%)	24,151	25,256	1,105	4.57%
Garbage (8.1%)	100,457	112,351	11,894	11.84%
Total	<u>\$1,090,012</u>	<u>\$1,220,147</u>	<u>\$130,135</u>	<u>11.94%</u>

Revenue was recorded as cash basis for this report.

The city implemented a new utility billing system in mid-December 2023. The Finance Department is working diligently with our software vendor to continue to work through any issues. This has created some delayed billing and additional reporting needs. Based on the timing of the implementation and the revision of some utility bills, additional corrections/adjustments to the cash basis reporting of 1st quarter utility taxes for water, gas, sewer and electric will be included in your 2nd quarter report. This will decrease the taxes received by the General Fund for these utilities by approximately \$66 thousand. Telephone and cable taxes will continue to decrease as landlines and cable television have become less common. Residents using cell phone numbers from outside of the area are not paying this local telephone tax.

Table 7

General Fund				
Revenues and Expenditures - Budget and Projected				
31-Mar-24				
	2024 Budget	2024 Projected	2024 Actual YTD	Budget less Projected
Revenues				
Taxes	\$8,059,086	\$8,276,614	\$1,482,951	-\$217,528
Licenses & Permits	497,623	\$533,021	199,631	-\$35,398
Intergovernmental	504,431	\$491,242	126,057	\$13,189
Charges For Fees	4,454,032	\$4,434,002	1,074,609	\$20,030
Fines & Forfeits	210,000	\$113,238	29,029	\$96,762
Misc.	329,160	\$837,086	259,112	-\$507,926
Transfers	5,384,363	\$5,371,363	1,342,841	\$13,000
Other Receipts	0	\$0	0	\$0
Total	\$19,438,695	\$20,056,567	\$4,514,230	-\$617,872
Expenditures by Dept				
NonDept	\$1,144,669	\$1,230,641.86	\$547,659	-\$85,973
Finance	3,016,563	\$2,907,575.48	642,740	108,988
City Manager	1,951,619	\$1,928,382.77	426,785	23,236
Police	6,291,956	\$5,954,614.32	1,459,521	337,342
Community Develop.	1,920,112	\$1,661,254.80	341,347	258,857
Engineering	1,364,568	\$1,457,941.36	301,110	-93,373
Parks & Recreation	3,680,180	\$3,590,480.44	632,335	89,700
Library	1,478,096	\$1,552,328.37	323,350	-74,232
Economic Development	0	\$0.00	0	\$0
Total	\$20,847,763	\$20,283,219	\$4,674,847	\$564,544
Excess of Revenues over	-\$1,409,068	-\$226,652	-\$160,617	-\$1,182,416
Beginning Balance	3,124,290	5,835,141	5,835,141	-\$2,710,851
Other Receipts	0			\$0
Ending Fund Balance	\$1,715,222	\$5,608,489	\$5,674,524	\$3,893,267

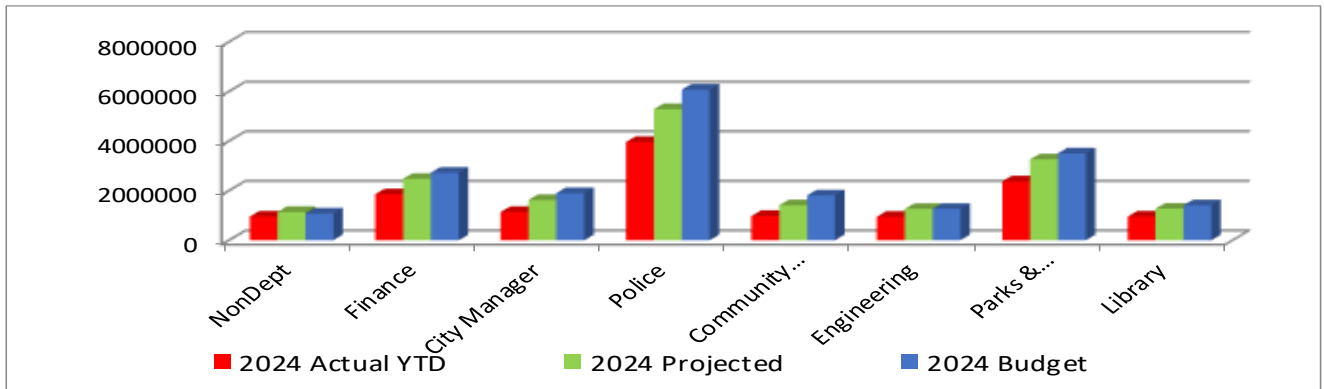


Table 8

<i>DEBT ACTIVITIES</i>	Issued Date	Maturity Date	Original Amount	Balance as of 03/31/24	2024 Debt Payment
General Obligation					
Maintenance Bond - Pool	2010	2030	2,935,000	1,190,331	186,403
2017 GOI Bond - Public Safety Bldg.	2017	2037	7,200,000	6,466,371	562,326
Telecom Utility - LTGO Taxable **	2016	2036	290,243	206,804	19,263
			10,425,243	7,863,506	767,991
Revenue Bonds					
Stormwater Bond *****	2020	2039	5,000,000	4,563,049	360,988
Water Sewer *****	2016	2029	6,990,000	4,205,000	762,151
Gas	2016	2036	859,015	596,229	52,459
Electric- Refunding***	2005/2014	2025	3,650,000	755,000	395,850
Electric	2014	2033	4,540,000	4,420,000	205,475
Water/Sewer *****	2021	2040	10,000,000	9,119,608	666,890
			31,039,015	23,658,886	1,776,922

** LTGO Taxable 20 year bonds in 2016

*** Electric Bonds were refunded in 2014 with a new bond which has a lower interest rate

***** Water/Sewer Bonds refunded in 2016 with a new bond at a lower interest rate

***** Up to \$10 million Waterworks Utility Bond for Water and Sewer Utilities. Draw period ended Nov. 30, 2022

Citywide Report

The table on the next page- Revenues and Expenditures-Actual shows that the city brought in approximately \$3.7 million more than it spent in 2024 YTD. \$3.33 million of the excess revenue over expense is from the utility and internal service funds. The General Fund (including managerial funds) saw a net **loss of \$1.35 million**. This loss included \$749 thousand in transfers for annual general obligation debt service payments. Table 9 reduces utility revenues by the outstanding utility receivable amounts to convert revenue amounts to cash basis.

Investment Report

See attachment, which shows the breakdown of our investment portfolio. The goal of our investment is safety, liquidity, and yield. To have safety and liquidity, most of our investments reside in the State Pool.

Table 9

All City Funds
Revenues and Expenditures- Actual
For the Quarter Ending March 31, 2024

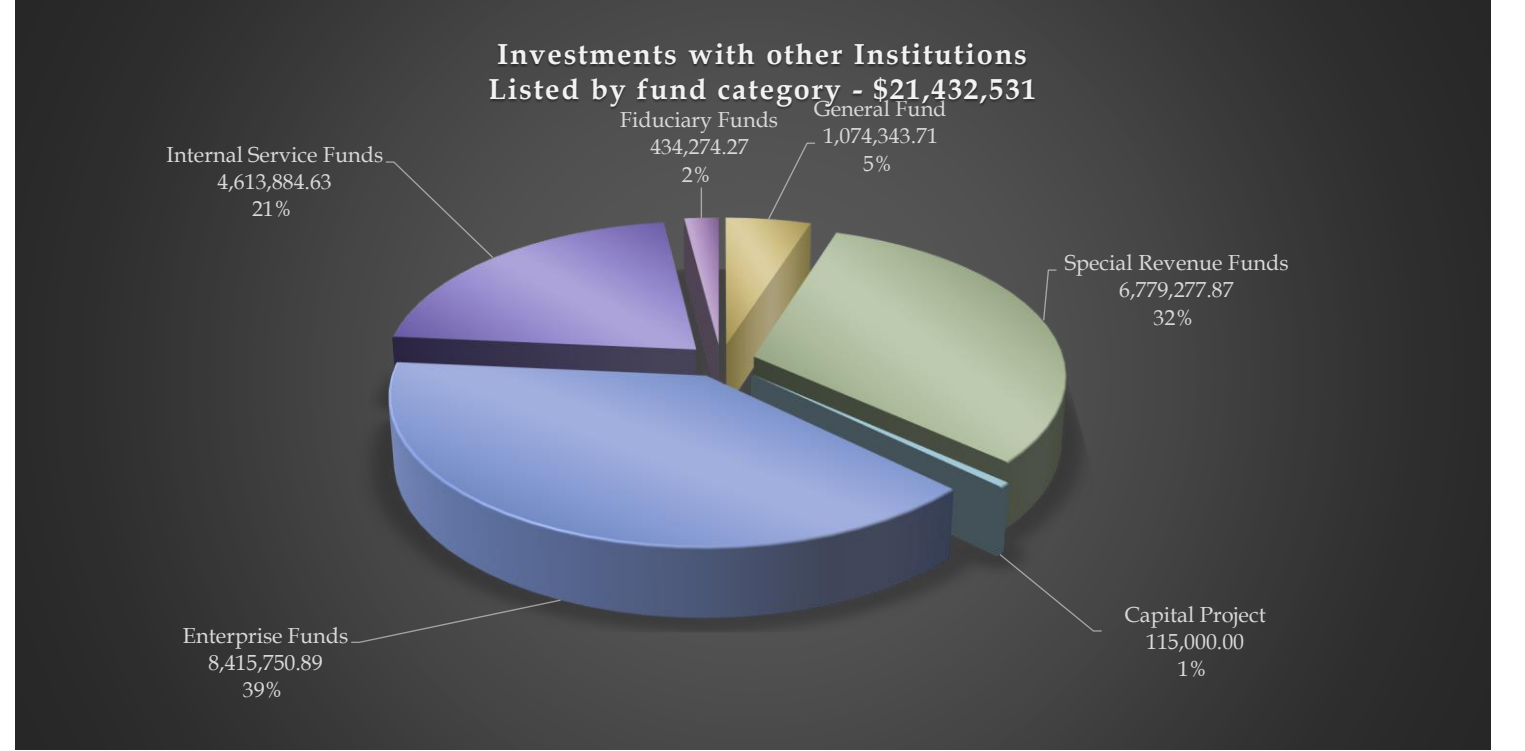
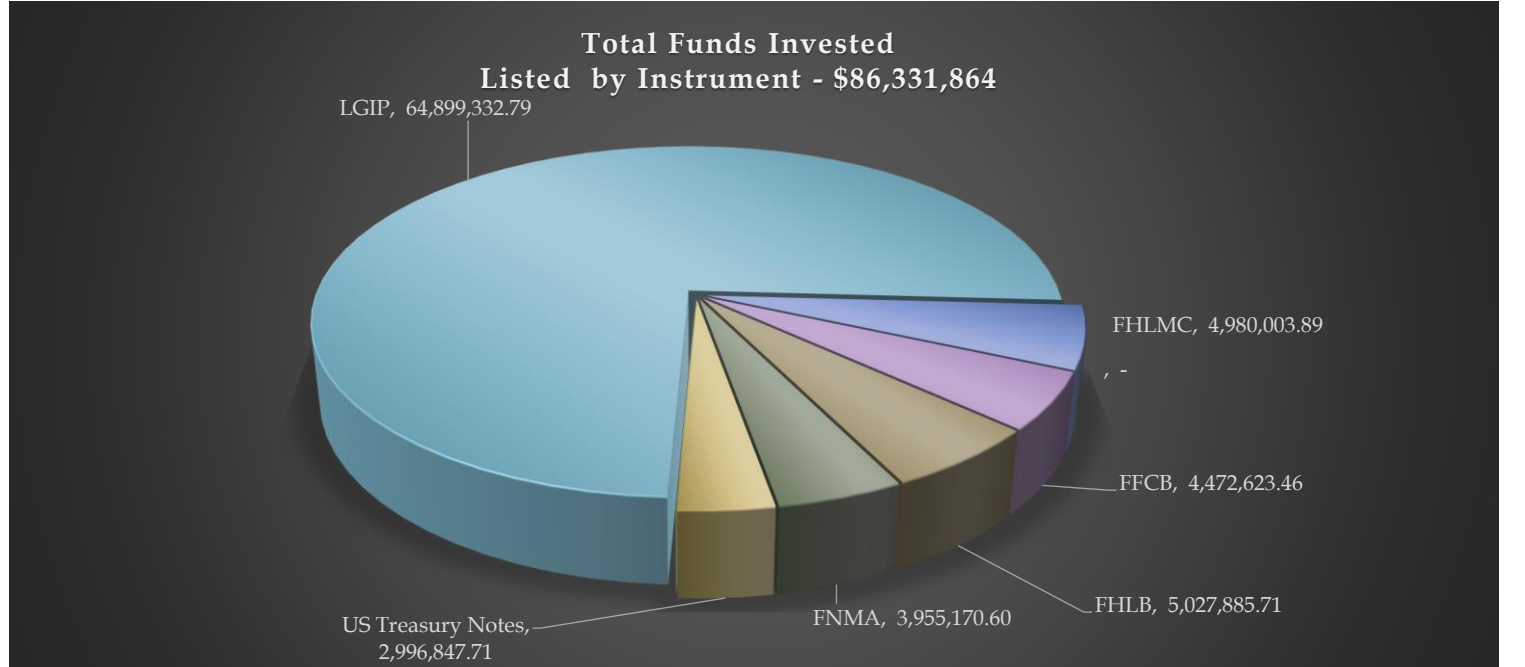
	Revenue	Expenditures	Excess of Revenue Over Expenditures
General Fund	\$4,514,230	\$4,674,847	(\$160,617)
Special Revenue Funds			
Street	708,717	523,034	185,683
Arterial	252,842	566,794	(313,952)
Traffic Impact	53,780	1,311	52,469
Ellensburg Public Transit	723,298	310,217	413,081
Criminal Justice	438,657	394,866	43,791
Drug Fund	454	130	324
Sales Tax	1,479,335	2,792,171	(1,312,836)
CATV - Operations	22,985	17,359	5,626
CATV - Capital	867	0	867
Parks Acquisition	41,566	0	41,566
Arts Acquisition	50,800	1,216	49,584
Lodging Tax	113,776	29,164	84,612
Housing & Related Service	580,497	668	579,829
SLFRF	0	53,565	(53,565)
Debt Funds			
Public Safety Bond	562,327	0	562,327
Maintenance Bond	187,003	0	187,003
Library Bond	0	0	0
LID Guarantee Fund	1,909	0	1,909
Capital Funds			
Fieldhouse Construction Fund	62,133	323,591	(261,458)
Capital Const. Bond Projects	0	0	0
General Fund Capital Projects Fund	0	0	0
Sidewalk	69,582	2,420	67,162
Recreational Facilities Fund	67,810	0	67,810
Enterprise Funds			
Stormwater	571,619	418,239	153,380
Telecommunications	110,518	55,720	54,798
Gas	3,845,353	2,403,348	1,442,005
Electric	6,237,744	4,943,056	1,294,688
Water	1,719,419	1,449,996	269,423
Sewer	1,661,508	1,738,172	(76,664)
Internal Service Funds			
Shop	786,931	758,384	28,547
General Facilities Fund	158,431	83,029	75,402
Health Insurance	811,816	591,796	220,020
Risk Management	703,928	1,060,036	(356,108)
IT	731,979	536,857	195,122
GIS	83,090	58,010	25,080
Library Trust	3,983	5	3,978
Hal Holmes	1,703	0	1,703
Fire Relief	152,260	25,515	126,745
Total	\$27,512,850	\$23,813,516	\$3,699,334
Managerial Funds of the General Fund			
* Utility Revenue amounts have been converted to cash basis			

The City will diversify its investments by security type and institution. The following schedule provides the maximum holdings in any one type of investment with any one type of issuer.

Funds invested \$86,331,864.16

Bench Marks

- 1-year Treasury Constant Maturity - 5.088%
- 2-year Treasury Note - 4.68%
- External Investments - 1.56%
- Local Govt. Investment Pool (LGIP)-Gross Earnings Rate - 5.4127%
- Interest earned in March - \$364,768



CITY OF ELLENSBURG - Investment Report As of 3/31/2024

Investments with other Institutions

Type of Authorized Security	Maximum Holdings and Issuer Limitations	maximum \$ amount that can be invested	% limitation per issuer	% of portfolio invested	Current Investment Holding Amount	Name	Amount Invested w/Issuer	% of Issuer Holding	Yield to Maturity	Expected Annual Earnings
U.S. Treasury Bills, Notes, Bonds or Certificates	100% of Portfolio	\$86,331,864	no limitation	25 %	\$21,432,531	#49 MATURES 2/13/2024	-	0%		
						#57 FNMA corp Settled 01/08/2020 purchase: \$1,003,603.11 Matures 10/15/24	1,000,721	1%	1.63%	16,250
						#59 FHLMC Settled 06/15/20 purchase: \$998,312.89 Matures 05/27/25	998,313	1%	0.54%	5,000
						#65 Treasury Strip.45 Settled 02/11/21 purchase: \$ 499,619 Matures 2/15/26	499,619	1%	0.45%	2,250
						#66 FNMA Settled 06/14/21 purchase: \$995,948.42 Matures 8/25/25	995,948	1%	0.50%	3,750
						#67 FFCB Settled 06/14/21 purchase: \$2,000,000 Matures 6/14/24	2,000,000	2%	0.32%	6,400
						#68 FHLB Settled 8/9/21 purchase: \$1,006,671.67 Matures 6/12/26	1,003,336	1%	0.65%	7,500
						#69 FHLMC Settled 08/9/21 purchase: \$3,985,346 Matures 3/30/26	3,981,691	5%	0.63%	20,400
						#70 FHLB Settled 11/4/21 purchase: \$1,500,192.5 Matures 1/2/25	1,500,083	2%	0.77%	11,550
						#71 FNMA Settled 3/17/22 purchase: \$947,076.44 Matures 11/07/25	947,076	1%	2.07%	20,700
						#72 US Treas Settled 3/18/22 purchase: \$999,073.12 Matures 8/31/24	999,073	1%	1.95%	19,500
						#73 FFCB Settled 9/22/22 purchase: \$1,476,304.88 Matures 9/15/27	1,476,305	2%	3.74%	50,625
						#74 Matures 3/6/24	-	0%	4.05%	
						#75 FHLB Settled 3/1/23 purchase: \$1,030,566 Matures 2/15/27	1,024,955	1%	4.50%	39,375
						#76 FFLB Settled 3/1/23 purchase: \$1,499,512 Matures 10/14/26	1,499,513	2%	4.55%	17,238
						#77 US Treas Settled 8/25/23 purchase: \$1,498,156 Matures 2/15/27	1,498,156	2%	4.45%	36,225
						#78 Farmer Mac Settled 12/8/23 purchase: \$1,011,425.11 Matures 2/15/27	1,011,425	1%	4.38%	43,750
						#79 FFCB Settled 2/14/24 purchase: \$996,318.58 Matures 2/15/27	996,319	1%	4.21%	42,100
						Subtotal Funds	21,432,531.37		\$	300,513.00

CITY OF ELLENSBURG - Investment Report As of 3/31/2024										
							External Investments		1.40% AAY	
Investment in State of Washington Investment Pool										
State of WA	100% of	\$86,331,864	no limitation	75%	64,899,332.79	State of WA Local	64,899,332.79	75%	5.4127%	\$ 3,512,806.19
							State Investment Pool		5.41% AAY	

AAY = Average Annual Yie FHLMC - Federal Home Loan Mtg Corp

FHLB - Federal Home Loan Bank
 FFCB - Federal Farm Credit Bank
 FNMA- Federal National Mortgage Assn

Sorted by Maturity

Security	Description		Rate	Par	Maturity	Months Left to Maturity	Investment #
3133ENK33	FFCB	NONCALLABLE	4.05	1,000,000	3/6/2024	1491	74
3133EMH62	FFCB	Callable anytime starting 12/14/2023	0.32	2,000,000	6/14/2024	1494	67
9128282U3	US TREASURY	NOTES	1.9522	1,000,000	8/31/2024	1497	72
3135GOW66	FNMA	NONCALLABLE	1.62	1,000,000	10/15/2024	1499	57
3130APKD6	FHLB	Callable after 4/28/2025	0.77	1,500,000	1/28/2025	1502	70
3134GVYP7	FHLMC		0.54	1,000,000	5/27/2025	1506	59
3135GO5X7	FNMA	NONCALLABLE	0.375	1,000,000	8/25/2025	1509	66
3135GO6G3	FNMA	NONCALLABLE	2.07	1,000,000	11/7/2025	1511	71
912833LY4	US TREASURY	NOTES	0.45	511,000	2/15/2026	1515	65
3134GWWP7	FHLMC	Callable after 3/30/26	0.63	4,000,000	3/30/2026	1516	69
3130AMFS6	FHLB	NONCALLABLE	0.65	1,000,000	6/12/2026	1518	68
3130APAC9	FHLB	CALLABLE after 1/14/2027	1.02	1,500,000	10/14/2026	1522	76
912828V988	US TREASURY	NOTES	4.45	1,500,000	2/15/2027	1527	77
3133ENL99	FFCB	NONCALLABLE	3.74	1,500,000	9/15/2027	1534	73
3130A1S57	FHLB	NONCALLABLE	4.17	1,000,000	3/10/2028	1539	75
31424WCR1	FAMCA	NONCALLABLE	4.38	1,000,000	12/4/2028	1548	78
3133EP3B9	FFCB	NONCALLABLE	4.125	1,000,000	2/13/2029	1551	79
Total Par				22,511,000			

Investment by Fund/Category		Investment by Instrument	
General Fund	1,074,343.71	US Treasury Notes	2,996,847.71
Special Revenue Funds	6,779,277.87	State of WA Bonds	-
Capital Project	115,000.00	LGIP	64,899,332.79
Enterprise Funds	8,415,750.89	FHLMC	4,980,003.89
Internal Service Funds	4,613,884.63		-
Fiduciary Funds	434,274.27	FFCB	4,472,623.46
Total	21,432,531.37	FHLB	5,027,885.71
LGIP	64,899,332.79	FNMA	3,955,170.60
	-		
Total	86,331,864.16	Total	86,331,864.16

- difference



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approval of Diversity, Equity & Inclusion Commission 2024 Grant Awards

Submitted by: Nicole Klauss, Public Information Officer

Department: City Manager

Suggested Motion/Action:

Move to approve the Diversity, Equity & Inclusion Commission 2024 Grant Awards.

Background/Summary:

As part of the Diversity, Equity & Inclusion Commission's 2024 spending plan, a call for funding applications for projects supporting diversity, equity, and inclusion related educational opportunities, social gathering opportunities, and supporting access to community resources to create a sense of belonging within the community was offered. The 2024 grant cycle, which closed April 15, 2024, included 11 applications with requests totaling \$29,610. Funds must be spent in the remainder of this calendar year.

Grant funding budgeted at \$6,000 was part of the Diversity, Equity & Inclusion Commission's 2024 Spending plan approved at the December 4, 2023 City Council meeting. The grant funding was advertised on the City's website and social media, and a press release was issued to local media on March 1, 2024.

Previous Council Action:

Council approved the Diversity, Equity & Inclusion Commission's 2024 spending plan at the December 4, 2023 City Council meeting.

Analysis:

Eleven applications were received for a total of \$29,610 in 2024 grant funding requests. Applications were reviewed and scored by the Diversity, Equity & Inclusion Commission grant subcommittee made up of Chair Nancy Goodloe and members Tylene Carnell and Kandee Cleary. The Commission approved sending the grant funding recommendations to City Council at the May 14, 2024 meeting. The Diversity, Equity & Inclusion Commission recommends the following grant awards for Council Consideration in fiscal year 2024:

Organization	Project	Recommended Funding Amount
Ellensburg Bail Fund	Video project to produce a video about history of bail funds and connection to dismantling racism	\$500

Eastside Opportunity Center	"What's Cooking" classes to help people learn to eat healthy on a budget	\$500
Kittitas Environmental Education Network	KEEN Summer Camp scholarships to families in need	\$1,000
CWU EthicsLab	Human Library event planned for Fall 2024 to cover organization and licensing, advertisements and printing, lunch and shirts for librarians and volunteers.	\$1,000
Gallery One	Monthly series of free bi-lingual art classes in second half of 2024.	\$500
Helen House & Trans Rural Lives	Rural Trans Elders Conference, help cover cost for transgender elder attendees who would otherwise be unable to participate.	\$2,000
Trout Unlimited	Free clinic for women, LGBTQ+ & BIPOC community members	\$500

The Trout Unlimited grant proposal requests permission to utilize Irene Reinhart Riverfront Park for the program location. Approval of the grant does not automatically include approval of the location. The grant recipient will have to work through the Ellensburg Parks & Recreation Department to determine location availability and obtain permission for use of the park facility.

Financial Impact:

The 2024 grants total of \$6,000 is included in the 2024 Diversity, Equity & Inclusion budget and spending plan.

Budget Adjustment: No

Attachments:

1. Ellensburg Bail Fund Grant Application
2. Eastside Opportunity Grant Application
3. EthicsLab Grant Application
4. Gallery One Grant Application
5. KEEN Grant Application
6. Rural Trans Elders Grant Application
7. Trout Unlimited Grant Application



April 13, 2024

City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926

Attn: Nicole Klauss

RE: Diversity, Equity & Inclusion Commission Grant

Dear Nicole Klauss,

Please find attached Ellensburg Bail Fund's Diversity, Equity & Inclusion Grant application for your review and consideration.

Our organization would be honored to be a recipient this year to further our mission of dismantling inequity in Ellensburg and Kittitas County.

Should you have any questions or need further information, do not hesitate to contact us. I can be reached at lynnmagill6@gmail.com or 425-422-5132.

Sincerely,

Lynn Magill
Secretary

/llm
Attachment



Grant guidelines:

What does this all mean? Supporting diversity, equity, and inclusion related educational opportunities, social gathering opportunities, and supporting access to community resources to create a sense of belonging within the community.

1. Overview of project proposal (maximum of 200 words):
 - a. Briefly describe the project proposal and its objectives and how you feel it aligns with creating belonging in the Ellensburg community:

The objective of this proposal is to increase visibility and awareness of racial inequity in the Ellensburg community. The Ellensburg Bail Fund would like to procure the services of a videographer (preferably a local CWU student, with preference given to minorities) to produce and film a video narrating EBF's history, purpose, and core values. This aligns with our overarching mission of dismantling racism by increasing community awareness of our organization; as well as employing minority and local business, which increases diversity via business spend and opportunities.

The video itself would feature an interview with our Director speaking about the history of bail funds and why they have become necessary, and their connection to dismantling racism. The video would be close captioned for accessibility to all audiences. Communication cues such as tone, inflection, and word emphasis cannot always be adequately conveyed in writing, and would emphasize our personal, local, and relatable foundation in a more captivating manner. We are optimistic that a visual representation of a minority-led nonprofit will provide greater connection to our key audience, as well as understanding and awareness to a wider constituency.

2. Budget and funding:
 - a. How much funding are you requesting from the city for the project in total?
We are requesting a total of \$1,000.00, all of which would go towards the video production services.
3. Additional requests/needs (Optional)
 - a. Are there any additional requests you might have of the City for your project? For example; special permits?

Not applicable.



4. Additional information: (Optional)

- a. Are there any other factors you would like to highlight as part of your application?

Ellensburg has a unique racial demographic due to being both a rural agricultural community and the home of a large university. As such, much of the population are either young adults or minorities, or both. There is a historically large disparity between arrests and bail issued to minorities versus non-minorities; incarceration rates affect their completion of college, employability, and finances at a disproportionate rate compared to other.

- b. How do you hope the project will serve the wider community?

Equity means recognizing that we do not all start from the same place and must acknowledge and make adjustments to imbalances. We must allow poor people the opportunity for freedom. By reaching more of our audience with video and a human connection, it will increase visibility and provide people with an opportunity to get out of jail so they can go to work , pick up their kids, and pay their rent.

On a higher level, our primary goal is to dismantle the cash bail system altogether, which has been a historic inequality for centuries. We are currently collecting data on bail amounts, race, and arrests in the Kittitas County area – a project that has never been undertaken before by any other organization – to document and track metrics in order to effect change. Our aim is to change the inequity in the court system(s) so that minorities and low-income individuals are no longer targeted, and can feel welcome, respected, and live in our community without fear or unjust impact to their future.

2024 Diversity, Equity & Inclusion Commission Grant Application

1. Overview

Food brings people together. Eastside Opportunity Center caters to a diverse group of adults with limited abilities as well as low income individuals. The “What’s Cooking?” series of classes teaches participants skills important to eating healthy on a budget. From chopping and slicing to testing food for doneness, everyone gets hands-on experience in a supportive group learning environment. By learning, working and eating together we form bonds of community and friendship.

We emphasize preparation of foodstuffs typically obtained at the food bank. With lessons on thrifty shopping for kitchen staples, everyone can afford to make the balanced meals we prepare together in class. Every home chef has the opportunity to fill a three ring binder with recipes, tips, shopping lists, and meal plans with materials furnished in each class.

We encourage everyone, including volunteers, to get a food handlers permit. The food and sanitation safety learned in the process benefits many aspects of life. Not only by making home food preparation safe and healthy, but by possessing a food handlers permit each participant will be able to take the skills and information learned in the cooking class and seek food service employment if desired.

2. Budget and Funding

Item	description	Cost
Kitchen Rental	26, once weekly (June-Dec)	\$650
Supplies	Tools and small appliances for group use, notebooks and binders	\$350.00
Food staples	Flour, Spices, Baking powder, cooking oil	\$150.00
Supplemental groceries	Fresh vegetables, fruit, and others per class plan	\$250.00, additional by donations
Groceries	Ingredients for main portion of meal	By donation
Liability insurance	To cover cooking activity liability for both facility and participants	Furnished by Eastside Opportunity Center
Advertising for class	Kittitas County Health Network includes class dated in newsletter	Free
	Total	\$1350.00

Comment: Our plan is to expand the current class to from every other week to nearly every week. This budget is for every week with 8-10 participants. We can still hold this class regularly with partial funding although it would not be as often.

3. Additional Requests/Needs

We would like to request a group or reduced cost for food handlers permits.

4. Additional Information

Poverty and disability are often accompanied by poor nutrition, loneliness and isolation. The recent Community Health Assessment notes the significance of these aspects in the health of our community. This class directly improves the lives of the participants by improving their nutritional health, supporting their wellbeing and alleviating the loneliness and isolation they experience every day.

Diversity, Equity & Inclusion Commission Grants (City of Ellensburg) (Due April 15 2024)

Grant title: DEI Commission Grant for Human Library Event (2024)

PI: David Schwan/ EthicsLab (collab with CWU Libraries, Ellensburg Public Library, Hal Holmes Community Center, and the City of Ellensburg DEI Commission)

1. Project Overview

The Human Library is a nonprofit dedicated to challenging stigma. Worldwide events host “safe space[s] for dialogue where topics are discussed openly.” Local community visitors (‘Readers’) ‘check out’ individuals who have been the subject of stigma (‘Books’). In Fall 2024, the second Ellensburg Human Library was hosted as a joint collaboration between the CWU EthicsLab, CWU Libraries, Ellensburg Public Library, Hal Holmes Community Center, and the City of Ellensburg DEI Commission. Approximately 40 community members engaged in hours of conversation with the following Books: Beatnik, Intersex, Terrorism Survivor, Cult Survivor, Ex-IV Drug User, Woman in Tech, Mexican Immigrant, Latino (Not Hispanic), Transgender

Reader responses were very positive (overall average experience as ‘Excellent’ (4.7/5)). Attendees especially appreciated “learning from others,” hearing the “personal stories,” and “learning about a different perspective from my own” and several attendees commented that “they were all excellent” conversations. Anecdotally as an organizer, the most common feedback was that attendees would like more of these events, more often.

Our project goal is to host public events involving challenging conversations that reduce stigma about fellow members of the community and region. We believe this is vital in sustaining a sense of belonging for everyone in the community.

2. Budget and Funding

We are requesting a **total budget of \$1700** to cover the costs of our Fall 2024 Human Library Event. We are happy to work with partial funding as well. We have detailed the budget justification below:

Organization licensing fee for event: \$250

A Human Library event requires a licensing fee to the organization (in Denmark) which covers permission to use branded marks/logo for publicity, as well as training and help resources provided by the organization.

Printed T-shirts for volunteers (Books) and organizers (Librarians): \$640

The Human Library recommends having T-shirts printed for the event with the event logo and to identify Books and Librarians. Identifying Books and Librarians in this way provides a unique aesthetic experience for Readers and allows Books and Readers to easily identify event participants if they have questions or concerns. This budget amount is an estimate based on the cost of the previous screenprint T-shirt order from a local vendor adjusted to reflect a larger number of Books than the previous year (10 -> 20).

Printing Costs and Advertisements: \$300

We have several printed items from our Spring event which are laminated and can be re-used. For our Fall event, we will need to print a variety of recruiting posters and materials, advertisements and materials for the event itself, library ‘check out’ cards, basic signage inside of Hal Holmes, and four

larger A-frame signs for the street on the day of the event. This estimate is based on a previous quote from Wildcat printing with some estimated costs for new signage.

Lunch for event volunteers: \$510

This event will likely run for at least four hours from late morning until early afternoon (the event will likely span the 12-1PM time period). Our budget includes a lunch that is provided for Books and Librarians who are participating in the event. The amount determined by the state per diem rates for 30 volunteers is \$510 (\$17x30).

[Timeline]

Planning for new Human Library events should begin approximately 6 months before a scheduled event (we are tentatively aiming for November 2024). This begins with an application to the Human Library organization. Based on our previous events and reports, we will likely be approved by the organization to hold another event (pending a formal request from our group). Recruiting for Books will begin by soliciting interest from existing local Books (who are now official Human Library Books in the Depository) and new potential Books several months in advance of the event. Informal interviews are held regularly over a month before event advertising begins (one month prior to the date of the event). An informal 'Internal Release' (where Books and Librarians meet each other) will be scheduled several weeks before the event. Following the event, surveys will be collected and synthesized into a report due to the organization within 30 days.

[Event Success]

We would consider this event successful if we can recruit a diverse group of at least 20 Book titles and attract a public audience of at least 50 community members who have largely comfortable and positive experiences by the end of the event. We also consider a positive review from the organization to be a key indicator of a positive project outcome.

[Sustainability]

There is great interest among previous Books, Librarians, and Readers in continuing Human Library events. The license fee for the event is increasing since these events are becoming more popular worldwide. However, as some Books return to these events, the budget may decrease as existing Books re-use their event T-shirts, and permanent signage is created and re-used. The main 'cost' involves the time committed by volunteers and the emotional work involved in having such deep conversations. However, we believe that the potential social impact of these types of events in the community justifies the material costs of this kind of project.

3. Additional Requests/Needs

This project does not have any additional needs or requirements like special permits.

4. Additional Information

- a. Human Library events have been held in over 85 countries since 2000 and our experience has been that they have a fairly powerful impact on Readers, Books, and Librarians who participate. As an organizer, I continue to learn so much about the lives and experiences of our volunteer Books. Each event, I am moved by new and enlightening conversations with members of our

community. We believe that these events provide a unique opportunity for the Ellensburg community to meet others that they may have no other opportunities to interact with otherwise. In addition, they are able to engage in deep conversations about topics that are typically taboo in most social contexts. Given the powerful nature of these experiences and the growing civic challenge of conversing with those who are unlike us, we believe these kinds of projects are quite important in building and sustaining a genuine sense of belonging and understanding in our community.

CoE Diversity, Equity & Inclusion Commission Grants
DEI Commission Grant for Human Library Event
David Schwan

Materials/Supplies

	Budget
Human Library Licensing Fee	\$250
Printed T-shirts for volunteers (Books) and organizers (Librarians)	\$640
Event Advertising/Signage print costs	\$300
Lunch for event volunteers (Books) and organizers (Librarians) (\$17*30)	\$510
Total Direct Costs	\$1,700

2024 Diversity, Equity & Inclusion Commission Grant Application for Gallery One

Contact: Monica Miller, director@gallery-one.org , 509-925-2670
408 N Pearl St, Ellensburg, WA 98926

1. Overview of project proposal (maximum of 200 words):

a. Briefly describe the project proposal and its objectives and how you feel it aligns with creating belonging in the Ellensburg community.

Gallery One proposes a monthly series of free bi-lingual art classes in Spanish and English to commence the second half of 2024 in partnership with the Monday bi-lingual club facilitated by Alex Mandujano. The classes will be cofacilitated between Alex and Natalie Andrus, our Ceramics Studio Manager who has experience teaching ESL. We have piloted this concept once before and received positive feedback about the class.

Objectives:

1. Increase access to the benefits of creativity to Spanish speaking residents of Ellensburg.
2. Create a safe space for dialogue and connection between primarily English and primarily Spanish speakers.
3. Learn from participants about how to create a more inclusive environment that is traditionally considered a non-inclusive space (the gallery/ museum environment). In our research we have learned that the obstacles to accessing these spaces include language, perception of value, and cost.

This class would complement our other efforts to support belonging in the burg through our efforts to provide a diverse exhibit calendar, bilingual art lessons in the schools, our partnerships with community organizations such as KlttCoPride, our certifications a Safe Space and our efforts to increase leadership and representation of BIPOC and LGBTQIA+, Veterans and people with disabilities.

Budget and Funding

a. How much funding are you requesting from the city for the project in total?

\$200-\$250 a class depending on the materials, the instructor and number of participants x 6 months. Any extra expenses will be covered by Gallery One.

Max \$1500

b. Would your project work with partial funding?

We can scale down the types of projects and the frequency that classes are offered.

3. Additional requests/needs (Optional)

a. Are there any additional requests you might have of the City for your project? For example; special permits?

NO

4. Additional information: (Optional)

a. Are there any other factors you would like to highlight as part of your application?

Gallery One welcomes opportunities for partnerships. If there are further ideas for consideration by the committee, we are open! Additionally, we welcome opportunities for

engagement during our First Fridays as ways to connect partner organizations to that audience.

b. How do you hope the project will serve the wider community?

We hope that by meeting the objectives above, the impact will spread to others outside of the class and that those that attend begin to feel welcome outside of the class environment.

Our cross-cutting objective is: Gallery One strives for diversity, equity, and inclusivity by creating a place of welcoming and belonging, extending our programs outside our walls, and providing transparency in all we do.

WE BELIEVE ART & ARTISTS:

- ◊ Enrich our lives by expanding our horizons
- ◊ Connect people and build relationships
- ◊ Contribute to a local, creative economy
- ◊ Are a necessary part of a youth's education
- ◊ Can be a powerful tool for equity

Please see our strategic plan for how we integrate these values and priorities into all that we do: <https://www.gallery-one.org/wp-content/uploads/2024/02/2024-2027-Gallery-One-Strategic-Plan.pdf>

Photos from the first class:



2024 Diversity, Equity & Inclusion Commission Grant Application

1. Overview of project proposal (maximum of 200 words):

KEEN Summer Camps are nature-immersion programs with daily STEM activities mixed in with art, recreational activities, and just plain summer fun. Open to kindergarten through 10th grade students, KEEN provides 'day-camp' child care experiences at the Yakima Canyon Interpretive Center just five miles south of Ellensburg. Our request to the DEI program is for \$3,000 towards camp scholarships for families in need. Each year, KEEN has a high scholarship need from our community. We work closely with Hope Source and their scholarship program and we work to raise private and grant funds to support all children attending camp. Our essential programs provide critical child care and reduce the 'summer-slide' for students in our community. This 'summer slide' is greatest for children from low-income families, and can, over time, lead to wide academic disparities between them and children from higher-income families. Students from low-income families are most likely to need to attend a summer program, but their unmet demand for summer programs is also highest. With this funding, and with our ability to leverage it with private donations, KEEN can sponsor between 20-30 K-10th grade kids from families in need for a week or more of summer camp.

- a. Briefly describe the project proposal and its objectives and how you feel it aligns with creating belonging in the Ellensburg community.

We know that school-age children spend 80% of their waking hours outside of school. Given area statistics, we estimate that between 30-40% of our community's children are home alone after the school day ends and during the 9 weeks of summer every year. Summer programs support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth. Having a shared experience when returning to school after summer break allows children to find and build upon common ground, nurture friendships, and build confidence. All the skills and fun had at summer camp can have life-long impacts and help to create engaged, confident, and successful community members.

KEEN's Nature School programs have key goals:

- Our place-based programs promote healthy physical development in a stimulating learning environment.
- We promote building social skills and connection while developing healthy peer-group relations to encourage improved communication and problem-solving skills.
- We are learner-led. Allowing children to take the lead fosters their fascination with the world around them and free play opportunities inspire their creativity.
- We encourage children to take appropriate risks which provide real world examples to learn risk assessment and self-regulation.

- We nurture connections to the natural world to enhance understanding of our role as environmental stewards in our local community. KEEN also includes an aspect of service learning every day ranging from garbage cleanup to habitat improvement projects.

2. Budget and funding:

- a. How much funding are you requesting from the city for the project in total?

KEEN is seeking \$3,000 towards scholarship for kids from families in need. We will work with our partners at Hope Source and APOYO food bank to identify families for receipt of scholarships. We now have a bussing program that will take kids from downtown and back at the beginning and end of each day. We also work with FISH to provide breakfast and lunch each day. Our full summer camp budget is \$120,000.00.

- b. Would your project work with partial funding?

Yes, we will happily accept any amount towards our scholarship program.

2. Additional requests/needs (Optional)

None.

- a. Are there any additional requests you might have of the City for your project? For example; special permits?

None.

3. Additional information: (Optional)

- a. Are there any other factors you would like to highlight as part of your application?

Our goal is to bring children up through our programming for their entire school years. Starting at Kindergarten with our summer camps, up to their teen years where they can participate in school-year programs including Mountaineers, Counselor in Training programs, and more. As we grow and develop our programming, this will allow consistent and repetitive attendance. Regular participation can lead to improved social and emotional competencies, including prosocial behavior, intrinsic motivation, better concentration efforts, and higher sense of self-worth. So called social-emotional learning is an integral part of human development that advances educational equity and excellence.

Our authentic learning environments and experiences feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. This allows staff to address various forms of inequity and empower young people to contribute to safe, healthy, and just communities. Poverty reduction, economic mobility, and reduced reliance on public assistance have also been found to be benefits of social and emotional

learning. These “soft skills” are essential for workforce development and lead to more youth being hired and successful in their jobs.

Participating in summer programs leads to increased adult supervision which makes youth feel safer and reduces instances of being left unsupervised with peers out of school. It also means that younger children are supervised by older siblings less often. Adult supervision that is based on developmental relationships promotes positive youth development as it not only promotes personal safety and decreases risky behaviors such as smoking or drug abuse, but also creates an environment where young people learn better and are able to thrive. Working families and businesses also benefit from summer programs that ensure that youth have a safe place to go while parents or guardians are at work.

KEEN’s program primarily serves K-10th grade children in the Ellensburg, Kittitas, Damman and Thorp school districts. Specific outreach is conducted to local food banks (APOYO and FISH) so that we also engage students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. The program hires bilingual employees to ensure we are inclusive and able to communicate clearly with participants and families.

KEEN’s Board is strongly committed to our Justice, Equity, Diversity, and Inclusion policy. At KEEN, a diverse, inclusive, just, and equitable workplace is one where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, feels valued and respected. We are committed to a nondiscriminatory approach and provide equal opportunity for employment and advancement in all our departments, programs, and worksites. We respect and value diverse life experiences and heritages and ensure that all voices are valued and heard. We are committed to modeling diversity and inclusion for the entire environmental education industry of the nonprofit sector, and to maintaining an inclusive environment with equitable treatment for all.

To provide informed, authentic leadership for cultural equity, KEEN strives to:

- See diversity, inclusion, justice, and equity as connected to our mission and critical to ensure the well-being of our staff and the communities we serve.
- Acknowledge and dismantle any inequities within our policies, systems, programs, and services, and continually update and report organization progress.
- Explore potential underlying, unquestioned assumptions that interfere with inclusiveness.
- Advocate for and support board-level thinking about how systemic inequities impact our organization’s work, and how best to address that in a way that is consistent with our mission.
- Help to challenge assumptions about what it takes to be a strong leader at our organization, and who is well-positioned to provide leadership.
- Practice and encourage transparent communication in all interactions.
- Commit time and resources to expand more diverse leadership within our board, staff, committee, and advisory bodies.

- Lead with respect and tolerance. We expect all board members and employees to embrace this notion and to express it in workplace interactions and through everyday practices.

b. How do you hope the project will serve the wider community?

It is important to note that access to high-quality afterschool and summer programs is not always equitable. There can be significant disparities based on income and education, transportation, cultural and developmental appropriateness of programming, and neighborhood safety, among other factors. Given local statistics from our partners at FISH and APOYO, KEEN estimates that 50-65% of our school-aged children cannot afford to attend high quality afterschool or summer programs. KEEN's long-term goal is to remove all those stigmas and allow all our programming to be free and accessible to all members of our community.

KEEN relies on community partnerships. Key to the success of the KEEN programs are partnerships with the two local food banks, FISH and APOYO, CWU, the local school district, and other non-profit partners. Though KEEN works with a lot of community partners, the only staff interacting with children and daily programming are supervised directly by KEEN staff.

- APOYO and FISH: KEEN works with these two local food banks to advertise the availability of KEEN's programs and to reach out to communities in need. FISH provides breakfast and lunch to all campers all summer.
- Central Washington University: KEEN works with several programs at the university, including programs that directly serve migrant and minority students, to recruit Spanish-speaking college student mentors for Nature School programming.
- Mid-Columbia Fisheries Enhancement Group (Mid-Columbia Fisheries): Mid-Columbia Fisheries provides staff time for program planning, Spanish translation for written materials, seasonal interns, and some program supplies.

2024 Diversity, Equity & Inclusion Commission Grant Application

1. Overview of the Project Proposal

Scheduled for October 11-13, 2024, and hosted at various venues throughout Ellensburg, Washington, the inaugural ***Rural Trans Elders Conference*** is organized by Helen House and TransRural Lives. The goals of the conference are to increase visibility of transgender and gender-diverse elders residing in rural areas of the Pacific Northwest and to nurture supportive networks that empower individuals and foster community building across age groups and different rural areas. The event will celebrate and highlight the diversity of Ellensburg and other rural areas throughout central Washington while supporting local and cross-regional projects that deepen our understanding of rural diversity and the often-overlooked groups within these communities. Extending our partnerships with [Pride Foundation](#) and Northwest Portland Area Indian Health Board's [Paths \(Re\)Membered project](#), this conference will also engage Indigenous Two-Spirit and trans elders, and trans and other gender-nonconforming people of color. The weekend event (Friday evening – Sunday afternoon) will include a speaker's series, workshops and resource sharing, social events, and storytelling.

2. Budget & Funding

We are requesting \$2,500 to cover travel and lodging costs for transgender elder attendees who would otherwise be unable to participate, thereby reducing economic barriers to attendance.

3. Additional Requests/Needs (Optional)

Not applicable

4. Additional Information (Optional)

a. Are there any other factors you would like to highlight as part of your application?

Helen House is a nonprofit founded in 2019 for SOGIE (sexual orientation, gender identity, and gender expression) youth and young adults in Ellensburg, Washington. Helen House is the only brick-and-mortar queer youth organization in Kittitas County and is volunteer and donation run. Helen House works together with others in the community to make Kittitas County a welcoming space for everyone.

Tylene Carnell, Helen House Founder & Co-Director: tylene@helen-house.org

Amanda Russert, Helen House Co-Director: amanda@helen-house.org

A community-based project with Helen House, M. Eliatamby-O'Brien, and Griff Tester, [TransRural Lives](#) is a digital storytelling project exploring and celebrating the lives of transgender and gender-diverse older adults who live in or have strong ties to rural areas and small towns in the Pacific Northwest. Transrurallives@gmail.com

The Paths (Re)Membered Project centers the Two Spirit and LGBTQ+ community—its strengths, resiliencies, and histories—in our movement toward health equity. Through community engagement, research, and advocacy, we work toward a liberated 2SLGBTQ+ future, which includes the memories of Two Spirit ancestors, the wisdom of our elders, and the creativity of our young people.

b. How do you hope the project will serve the wider community?

The inaugural *Rural Trans Elders Conference* will benefit the broader Ellensburg community in several impactful ways. Helen House and TransRural Lives have engaged local community members as volunteers to organize and execute the conference. This event will be hosted at various businesses and community spaces throughout Ellensburg, including hotels, retail, restaurants, wine shops, and parks. A primary goal of the conference is to celebrate and highlight the rich diversity of Ellensburg while deepening our understanding of rural diversity and shedding light on often-overlooked groups within rural places.

Overview of the project proposal:

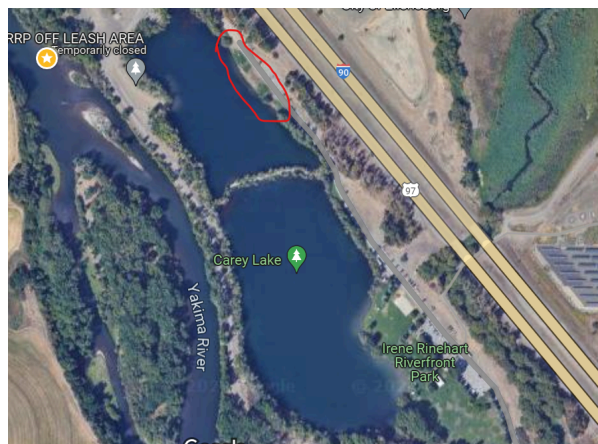
Trout Unlimited (TU) is a national conservation organization with a vision for communities across America to engage in repairing and renewing the rivers and streams on which we all depend. The local TU chapter, Yakima River Headwaters, wishes to host a free “Introduction to Fly Fishing Clinic” with the intent of introducing a more diverse suite of community members to fly fishing and our local river. Historically, fly fishing has been a white-cis-male dominated industry and despite some efforts to make diverse communities feel welcome, there are barriers keeping these communities from joining the sport. Some barriers include: cost of entry (paying a guide to teach and/or buying all the gear), feeling unsafe or unwelcome (hostile anglers on the water not wanting to share in the resource), not seeing adequate representation in the media or on local water ways, and the time and effort needed to find and potentially travel to good fishing locations. We wish to address all of these factors by hosting a free, introductory, clinic for women, LGBTQ+, and BIPOC community members where instruction, gear, and knowledge of local fishing spots are provided. The event is planned for June 16th, 2024 and local TU members will volunteer as mentors to new fly fishers.

Budget:

Trout Unlimited Yakima Headwaters Chapter is requesting **\$500** to support DEI efforts at the clinic. \$300 would be used to pay a local BIPOC fishing guide (his normal ½ day rate) to assist in teaching at the clinic. \$200 would be used to purchase food and beverages for the 20 clinic attendees and the mentors who will be running the clinic. If only partial funding is available, we would request the \$300 to support pay for the local fishing guide.

Additional Requests/Needs:

The ideal location of this clinic would be at Irene Reinhart Riverfront park. The grassy open space would be conducive to new fly fishers learning how to cast, and close enough to walk to the river. We understand that city park rules prohibit fishing in the ponds from May 15 - September 15. We would like to request an exemption from the rule for this specific educational event and permission to host the clinic at the park. New fly fishers casting into the pond are unlikely to catch anything, or disturb other recreationists. Attached is a map of the area that would be best for the clinic. This area was chosen to avoid conflict or space overlap with other park users who may be enjoying the main grass and picnic area. We are open to alternative suggestions for location if an exemption is not possible.



Additional Information:

We feel that there are many benefits to providing this opportunity to the diverse community of Ellensburg.

1. This is a safe space for attendees to be themselves and meet other like-minded individuals.
2. This event may be the only cost-effective opportunity to try out fly fishing before one spends \$100+ on equipment.
3. Introducing folks to this activity may increase their appreciation for our natural resources and outdoor spaces, resulting in long term conservation benefits. Most conservationists start out as hunters and/or anglers.
4. Our local TU chapter wishes to improve outreach to historically under-represented groups, inviting folks to join and be in leadership roles.
5. Fly fishing brings a lot of money to the economy in Ellensburg. There is a high chance that if folks enjoy their time in the clinic, they will go spend money at local fly shops.
6. Passersby who see more diverse faces on the water may feel comfortable to visit and fish here. They may tell their community back home that Ellensburg is a safe place for women, LGBTQ+, and BIPOC to visit.

A pre-recorded presentation will be shared with all participants before the clinic covering topics like: What is fly fishing? What are the parts of a fly rod? What are the ethics of fly fishing? What do you need to go fly fishing? What safety considerations are there? This information is essential but we want to make the clinic time as fruitful as possible so sending this out ahead of time will be a great introduction.

Draft Schedule of Clinic on June 16, 2024

1:00 PM - Meet and Greet & Icebreaker

1:30 PM - Intro presentation by TU

2:00 PM - River walk to learn: aquatic insects, reading water, fish habitat (led by local fish biologist Aimee Taylor)

2:30 PM - Fly rod set-up and knot tying

3:00 PM - Casting practice on the lawn and into the pond (if possible)

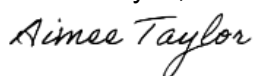
3:30 PM - Break into small groups of 2-3 with a "mentor" and go fish the river!

5:00 PM - Close

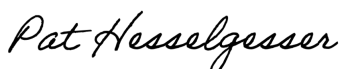
We urge the City of Ellensburg DEI commission to support this effort in improving equity and inclusion on the water.

Thank you,

Aimee Taylor, DEI Chair



Pat Hesselgeser, Chapter President



Yakima River Headwaters Chapter, Trout Unlimited



Meeting Date: June 3, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: No Parking Request on 10th Avenue (Public Comment Opportunity)
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Staff requests Council determine whether to grant request from a homeowner to update the City Traffic Code to include a No Parking area along the frontage at 10th Ave. at 101 West 10th Avenue.

Background/Summary:

Staff received a verbal and written request (attached) from the owner of 101 W. 10th Avenue (Sherry Kaufman) requesting to post the street in front of her home on 10th Avenue as a "no parking" zone. Mrs. Kaufman has landscaped the area between the edge of the roadway and the sidewalk with shrubs, plants, and an irrigation system. The sprinkler heads do stick out of the ground approximately 6 inches and have been damaged in the past, which the homeowner believes may have occurred because of them being accidentally kicked by passengers entering or leaving parked vehicles at this location.

Previous Council Action:

No previous action.

Analysis:

After meeting with Mrs. Kaufman onsite, and reviewing the site conditions, staff did not find adequate site conditions to necessitate the request for no parking other than the potential of damage to the sprinkler system installed at this location. This block has a road width of 38' wide, significantly wider than the block to the east that has no parking on one side of the roadway. Per Ch. 15.410 ECC, local access street requirements allow for parking on both sides of the street with widths of at least 30'. Staff does not support this request for the following reasons:

- It limits the public's use of the road for RPZ Parking
- Granting specific requests outside of the downtown core would lead to inconsistent and confusing parking restrictions
- Granting specific requests that change with each property owner would further burden our crews in ordering and installing signage to accommodate each request
- Staff feel that additional efforts could be made to better protect the sprinkler heads to prevent them from potential future damage

- Council adopts parking configuration by ordinance, thus any changes directed by Council would require additional Council action.

Financial Impact:

No fiscal impact.

Budget Adjustment: No

Attachments:

1. Kaufman No Park Request
2. Kaufman Request Pictures

4 25 2024

Dear Derek Mayo

I am requesting a Sign which is No Parking from here to corner with an arrow  facing East. This would be placed near the west edge of my median, st. side. My address is 101 West Tenth Ave where I have lived for over 50 yrs. Our Historic District 1st RR Addition has seen many changes.

What was a very quiet neighborhood now has increased traffic (from bicycles to many many more cars and even semi trucks etc).

Our closeness to CWU campus and the parking pressure on our streets resulted in the requested RPZ we have today. (On W. 10th signs are few)

Please understand the difficulty and expense of the problem on my median (easement) which I maintain and where I am applying for this No parking sign to corner at the

-2-
most westerly edge of my property
street side.

In order to maintain the large
mature trees and greenery,
perennial flowers (Linden, maple &
candytuft etc

we have a watering system
of sprinkler heads. This median
is completely landscaped as above
description and mature. This is
the problem. If parking is
continued the people will
continue to step on the plants
and system. Though the sprinklers
have some stakes to surround and
protect the stepping damages
and breaks them - to be Replaced
Professionally, which are labor cost
as well. The sign requested will
end this hardship and damage
and expense by eliminating the
Parking and there foot traffic on
this area.

"S" Tenth Ave which
begins at the opposite corner of "B" St.
There is "No Parking" Signs on the
Northern side of 10th the same
side of the st. as I am located "W" 10th

So this in away continues the lack of parking just a few more ^{hundred} feet of residential parking, on the same side of street just a corner away.

If you are concerned for losing an area for parking on the West Tenth Street please note that my new neighbors just directly across on tenth St. Do not have cars and therefore Do not Park as before on either "B" street to the very corner as before and not at all on the opposite side of West Tenth. Across from my median

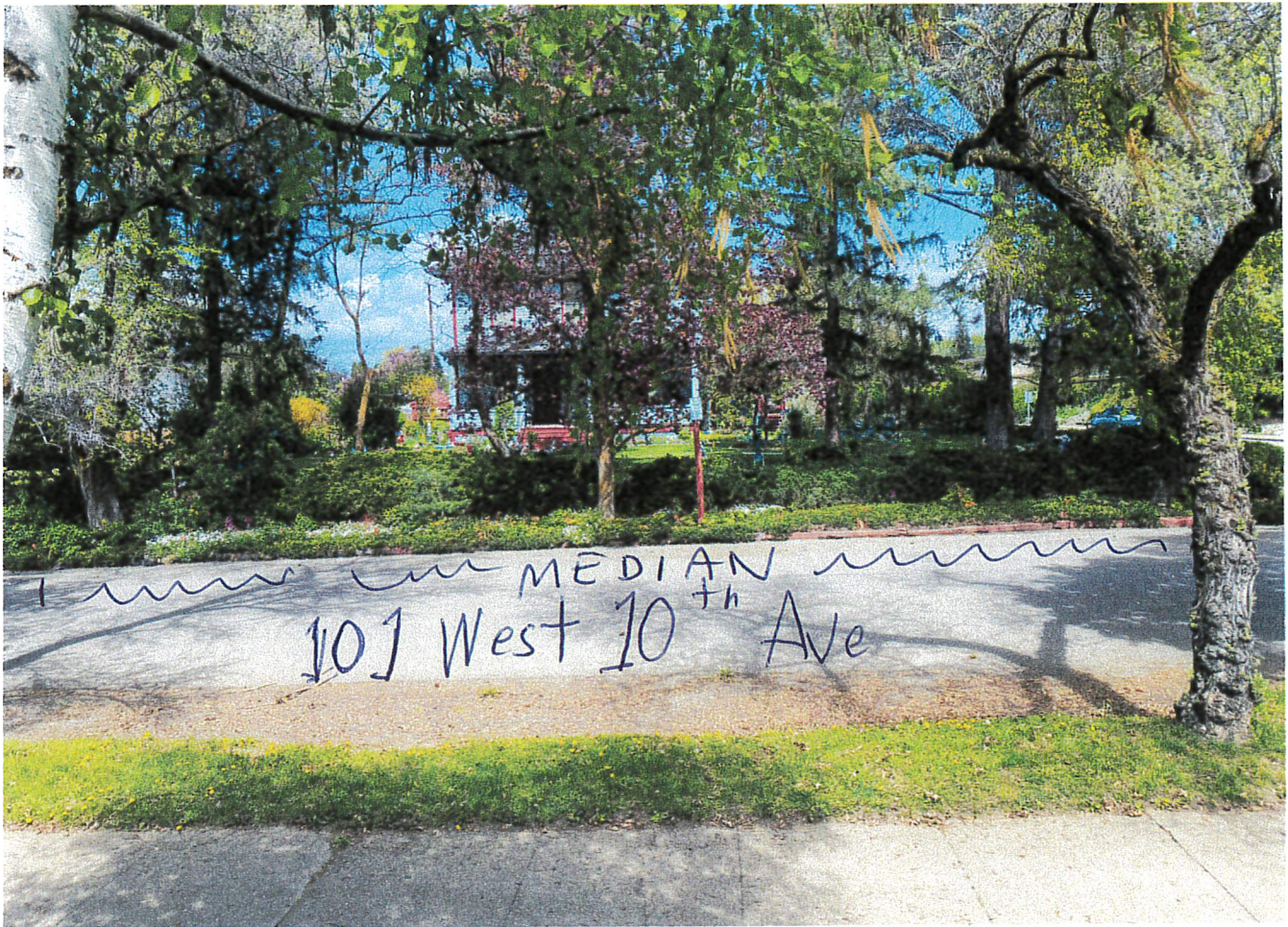
Thank You for reviewing my request. Please know that I would very much be available to review and work with you when you should come to this site to inspect the area.

4.
Thank You for helping
me to remedy this
problem as I am now
81 years old and
pretty much yard worker
and caretaker of this
large property.

Sincerely
Sherry Kaufman
101 West Tenth Ave
Ellensburg, WA
98926

phone cell


P.S. If you could please
call to arrange a quick
solution to the ongoing
problem,
which was dramatically
impacted by the Murder at 7/11
causing much traffic on Median by Law Enforcement and other associated vehicles



→
"B" ST



MEDIAN

West 10th ↓

Evergreens
candy tuft flowers



CLOSE UP SPRINKLER HEAD
with wood pegs around



Close up sprinkler



pegs around head



West 10th median facing "A"
9+

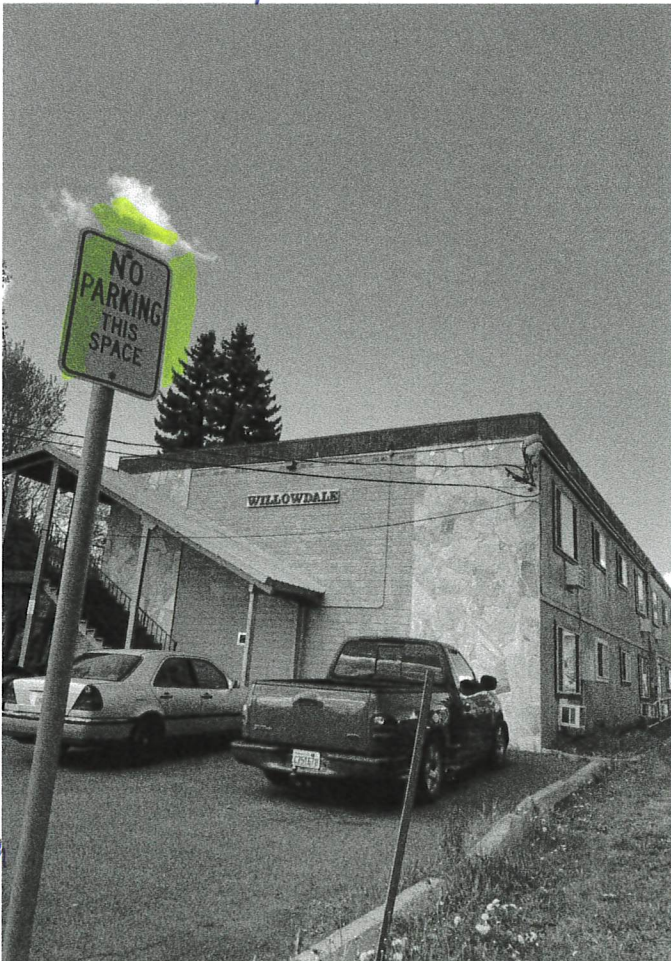
variations



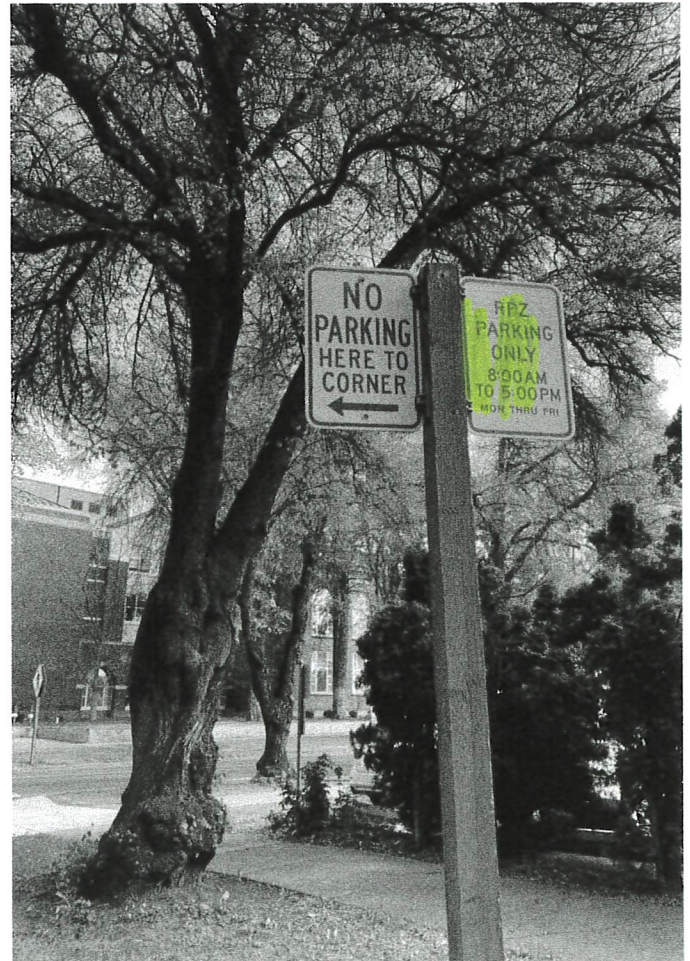
9th St



corner "C" St



other signs in Historic District (11th)





MANAGER'S REPORT

DATE: June 3, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Heartbeat Hustle Fun Run

On Saturday, May 18, 2024, the City Parks & Recreation Department partnered with CWU students completing their senior capstone class to offer a 3k & 5k fun run at Irene Rinehart Riverfront Park & Rotary Park. The event, along with donations from the community, raised \$500 to assist with the purchase of an automated external defibrillator (AED) at Rotary Park. The AED the city is planning to purchase is an alarmed, freestanding tower unit with a GPS tracking system. Local youth sports organizations who utilize Rotary Park for their programs have expressed an interest in partnering with the purchase, if there are other community organizations interested in participating in the purchase please reach out to the Parks & Recreation Department. The AED will be installed by September 1, 2024.

2. Joint City County Meeting on June 13 to Discuss Sleep Center Siting

The Kittitas County Commissioners and the Ellensburg City Council will meet to review Sleep Center site options at a Joint Special meeting on June 13, 2024. The meeting is scheduled for 5:30 p.m. at the Armory. Information about the Sleep Center can be found on the City website at [Sleep Center | Ellensburg, WA \(ellensburgwa.gov\)](https://www.ellensburgwa.gov/sleep-center)

3. Progressive Design Build Approved for Fieldhouse Project

The City's Owner Advisors from the Wenaha Group, Legal Advisor Robynne Thaxton, and Brad Case presented the Fieldhouse project to the State's Project Review Committee (PRC) on May 23, 2024, requesting to use an alternative contracting method for the project, called Progressive Design Build. This delivery method will allow the City flexibility to pursue financing while designing and building to a phased budget. The project received unanimous approval from the Committee after rigorous questioning and review process. This is the very first project the City will undertake using an alternative to the traditional low bid public process. Congratulations to the team with City representation by Parks & Recreation Director Brad Case, City Engineer Derek Mayo, and Assistant City Engineer Josh Mattson. Learn more about Design-Build projects outlined in RCW 39.10: [Design-Build Best Practices Guidelines \(wa.gov\)](https://www.wa.gov/design-build)

4. Touch A Truck and Bike Rodeo on June 18

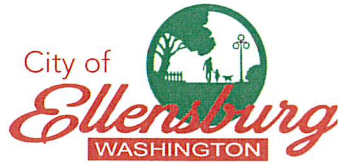
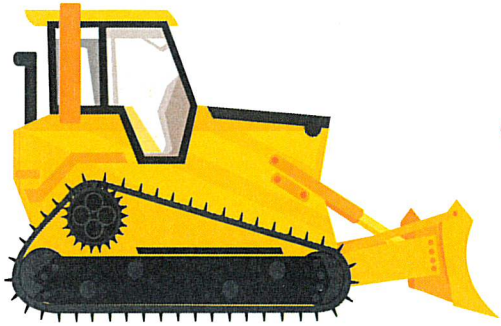
Touch A Truck will be held at Rotary Park on Tuesday, June 18 from 11 a.m. to 2:30 p.m. Children can see, touch, climb on, and learn about City vehicles and equipment in a safe

environment. There will be games with prizes, popcorn, and more! The event is free to attend.

The Bike Rodeo will be held concurrently at the mountain bike skills area at the park. Kids can bring their bikes and helmets to the Touch A Truck event, and make the bike rodeo part of their day. Learn road safety and get a guided tour of the bike skills park area with the Evergreen Mountain Bike Alliance. Free bikes and helmets will be available while supplies last.

5. Juneteenth Community Celebration This Month

Everyone is invited to celebrate Juneteenth in Ellensburg. This inaugural event is packed with enriching cultural programming and community engagement opportunities throughout the month of June, culminating in a day of celebration on June 19 in Downtown Ellensburg. Join in the festivities and educational programs that honor the past and embrace the unity and strength of our Ellensburg community. Find a list of events at [Ellensburg Juneteenth Celebration - Juneteenth - LibGuides at Central Washington University \(cwu.edu\)](#)



TOUCH A TRUCK

TUESDAY, JUNE 18th 11:00AM to 2:30PM
ROTARY PARK—1200 WEST 5TH AVENUE
FREE EVENT COME ENJOY THE FUN



BRING YOUR BIKE AND LEARN
BIKE SAFETY AND RIDING SKILLS
AT THE BIKE RODEO



Sponsored by Department of Public
Works & Utilities 509-962-7230

