

COUNCIL AGENDA

Monday, September 19, 2022



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

To attend the City Council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_MHK-5IM4S3Opm3s4mK1EIQ

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 ADAAcoordinator@ci.ellensburg.wa.us.

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

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

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_MHK-5IM4S3Opm3s4mK1EIQ
Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early**, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) **Raise your "virtual hand"** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. **Please state your name, address, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, September 19, 2022
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- 2.A Public Natural Gas and Power Week Proclamation [Public Comment Opportunity] 7
[Public Natural Gas and Power Week Proclamation](#)

3. Awards and Recognitions

- 3.A Bureau of Reclamation's John W. Keys, III Award to Ellensburg for Schaaque
Habitat Improvement Project

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 September 6, 2022 Regular Meeting 8
[9-6-22 Regular Meeting](#)

- 5.B Approve Minutes of September 6, 2022 Study Session 12
[9-6-22 Study Session](#)

- 5.C Acknowledge Minutes of Boards and Commissions 13
[DEI Commission 8-9-22](#)
[Lodging Tax Advisory Committee 8-3-22](#)

- 5.D [Reecer Creek Floodplain Mapping and Levee Certification Support Services Project Aspect Agreement re Reecer Creek Floodplain Mapping and Levee Certification Support Services \(April 2022\)](#) 17
[Aspect 200064-B Contract Amendment 1](#)

5.E	Resolution 2022-31 Approving Sorenson Street Tree Removal Request at 906 N B Street	41
	906 N B St -Sorenson Tree Removal Request	
	906 N B St -Sorenson Tree Removal Graphics	
	Resolution 2022-31 906 N B Street Sorenson Street Tree Removal	
5.F	Interlocal Agreement (ILA) between the Kittitas County Flood Control Zone District (KCFCZD) and the City of Ellensburg	47
	2022 Interlocal Agreement - Flood Control Zone District	
5.G	Agreement with Kittitas County Hospital District No. 1 for Use of Unused Portions of Manitoba Avenue Right of Way (ROW)	53
	Agreement	
	Exhibit A	
5.H	Bid Award - Bid Call 2022-16 for Residential Natural Gas Meters	62
5.I	Illinois Well Facility Contract Change Order #2	63
	Change Order #2	
5.J	Bid Call 2022-17 - Natural Gas Meter ERTs	66
5.K	Approve Voucher Listing for September 19, 2022	68
	9-19-22 Voucher Listing	
6.	Petitions, Protests, and Communications	
6.A	2021 Ellensburg Crime Report [Public Comment Opportunity]	69
	2022 Department Crime Report Presentation	
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Surplus of City -owned property on Dolarway Road and Approval of Purchase and Sale Agreement for the Surplus Property [Public Comment Opportunity]	99
	Resolution 2022-32 Approving Surplus of Dolarway - BLA Property	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4896 (Second Reading) Amending the Building Code Fees in Chapter 3.01 of the Ellensburg City Code and Adding a New Section Entitled "3.01.210 Fees - Additional Charges" [Public Comment Opportunity]	114
	Ordinance 4896	
10.	Unfinished Business	
10.A	Unity Park Concept Design Confirmation [Public Comment Opportunity]	140
	9-19-22 City Council Presentation	

11. New Business

- 11.A [Master Services Agreement Between City of Ellensburg and Origin Utility, Inc.](#)
[Public Comment Opportunity] 157
 [2022-09-13 Origin - Ellensburg MSA](#)
 [2022-09-13 Origin - Ellensburg Order Form _SOW](#)
- 11.B [Water, Wastewater, Electric, & Natural Gas Rate Study](#) [Public Comment Opportunity] 198
 [09.19.2022 Ellensburg Rate Study Presentation](#)
- 11.C [Stormwater Utility Rate Presentation](#) [Public Comment Opportunity] 248

12. Miscellaneous

- 12.A Manager's Report [No Public Comment] 249
 [9-19-22 Managers Report](#)
- 12.B Councilmembers' Reports [No Public Comment]

13. Executive Session

Per RCW 42.30.110(1)(b), to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. [No Public Comment]

14. Adjournment

Next Ord. 4897
Next Res. 2022-33



City of Ellensburg

PROCLAMATION

Public Natural Gas and Power Week

WHEREAS, the City's natural gas and electric utilities provide our homes and businesses with clean, reliable, efficient, and low-cost services, and as customers and owners of our utilities we have a direct say in utility policies, rates, and services; and

WHEREAS, the City's natural gas and electric utilities are a valuable city asset that contribute toward making our community a better place in which to live and work through energy efficiency, customer service, environmental stewardship, and economic development; and

WHEREAS, the City's natural gas and electric utilities are carried out in a transparent, dependable, trustworthy, and businesslike manner;

NOW THEREFORE, BE IT FURTHERMORE RESOLVED that the City Council of Ellensburg does hereby proclaim October 2-8, 2022, as "Public Natural Gas and Power Week" and expresses its appreciation for the volunteers serving on the Utility Advisory Committee and all City employees that contribute to the continuing success of the natural gas and electric utilities.

Signed this 19th day of September, 2022.

Mayor

Attest: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

September 6, 2022

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Winn

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, EPD Captain Weed, Assistant City Attorney Reiman and approximately 15 members of the public

Others present remotely via Zoom: Community Development Director Ayling and two members of the public.

2. Proclamations

2.A. Hispanic Heritage Month Proclamation

Councilmember Goodloe read the proclamation in English.

Alex Mandujano, present remotely, read the proclamation in Spanish.

Councilmember David Miller moved to Approve proclaiming September as Hispanic Heritage Month and the Mayor to sign the proclamation. **Motion Approved 6-0.**

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A. Approve Minutes of August 15, 2022 Regular Meeting

5.B. Acknowledge Minutes of Boards and Commissions

5.C. Award Bid Call 2022-15 – Tree Pruning to Wright Tree Service, Inc.

5.D. Approve University Way Banner Request for CWU Homecoming October 10 - 16, 2022

5.E. Accept Resignation of Hongtao Dang from the Affordable Housing Commission

5.F. Accept Resignation of Daphne Condon from the Environmental Commission

5.G. Accept Resignation of Gwen Budnik from the Arts Commission

5.H. Agreement with Ellensburg School District No. 401 regarding Occupancy Permit for the Ida Nason Aronica Elementary School

5.I. Approve September 6, 2022 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A. Habitat for Humanity Invitation to Stuart Meadows Groundbreaking
Kelle Vandenberg was present to speak about the program and the groundbreaking event.

6.B. Yakima Humane Society Introduction
Sheryl Haga, Yakima Humane Society, was present to give an overview of their services and the program for the Ellensburg shelter. An open house was scheduled for Friday, September 9, from 6 - 8 pm.

6.C. City Council Position 4 Applications and Introductions
Sarah Beauchamp and Henry Johnston introduced themselves to Council. It was announced that candidate Kathleen Bartholomew withdrew her application.

6.D. CenterFuse Semi-Annual Update
Margaret Reich, EBDA Executive Director, presented an overview of what the EBDA does and services they provide.

Councilmember Elliott requested a discussion with staff about economic development.

Fennelle Miller, 605 N Anderson St., speaking for herself, commented regarding processes, and review of permits for economic development.

7. Citizen Comment on Non-agenda Issues

Derek Allen, 1007 E Manitoba, representing himself, commented regarding disruptive teenagers at Mt. View park and property issues.

Pat Kelleher, 6530 Wilson Creek Rd, speaking for himself, spoke regarding the Unity Park plan.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4895 (Second Reading) Regulating Camping on City Property
City Attorney, Terry Weiner, presented information in the staff report.

Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4895. **Motion Approved 6-0.**

9. B. Ordinance 4896 (First Reading) Amending the Building Code Fees in Chapter 3.01 of the Ellensburg City Code and Adding a New Section to the Entitled "3.01.210 Fees - Additional Charges"

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

Councilmember Elliott moved to Approve first reading of Ordinance 4896. **Motion Approved 6-0.**

10. Unfinished Business

11. New Business

11.A. Notice of Intent to Commence Annexation Proceedings – Parcels 744134, 474134, 513634, 503634 Located at 1900 Brick Road
Jamey Ayling, Community Development Director, presented information in the staff report.

Councilmember Elliott moved to Approve the intent to Annex with the parcels listed. After discussion, Councilmember Elliott withdrew the motion.

Mayor Lillquist moved to Approve setting the annexation area as shown on the attached map and discussed, direct simultaneous adoption of zoning as provided for in the agenda report and require the assumption of any portion of existing city indebtedness by the area to be annexed. **Motion Approved 6-0.**

12. Miscellaneous

12.A. Manager's Report

Councilmembers Winn, Goodloe and David Miller volunteered to serve on the Council Funded Grants Subcommittee with council consensus.

Council consensus was to wait until the new Councilmember is appointed to reassign appointments to Boards and Commissions.

An Executive Session was needed, and no action was anticipated.

12.B. Councilmembers' Reports

- Councilmember Elliott attended the Planning Commission meeting
- Councilmember Goodloe attended the Law & Justice Committee and Homelessness & Affordable Housing Committee meetings
- Councilmember David Miller reported on KCCOG meeting discussion
- Councilmember Monica Miller attended the Landmarks & Design Committee and a Reed Park stakeholder meetings
- Mayor Lillquist judged jokes at the Kittitas County Fair, attended the Rodeo Monday, met the new County Airport Manager, and discussed two letters of support for HopeSource for transportation programs grant funding

Councilmember Elliott moved to Approve the Mayor's signature on the two letters of support to HopeSource. **Motion Approved 6-0.**

13. Executive Session

Per RCW 42.30.110(1)(b), to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

Council recessed into executive session at 8:49 pm. It was estimated to last five minutes and no action was anticipated.

Council reconvened at 8:53 pm

14. Adjournment

Meeting Adjourned at 8:53 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

September 6, 2022

6:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Study Session

All Councilmembers present.

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, EPD Captain Weed and two members of the public

Others present remotely via Zoom: Parks & Recreation Director Case

Downtown Parking Plan Update

The City Manager presented information to Council. EPD Captain Weed reviewed information concerning citations. There was discussion regarding the Skate Park and parking lot, which could be transformed into 58 total spaces which would provide a net positive replacement with the loss of those spaces from Unity Park construction, if Council was interested in pursuing.

There was discussion regarding the skate park, bike racks on the sidewalks, parking associated with Unity Park, public/private partnerships and handicap parking spaces.

Community Garden Relocation Discussion

The City Manager presented background information concerning the community garden and potential relocation.

Director Case presented pictures of examples and information concerning potential gardens in parks. Potential spaces could be Wippel Park & vacant land near Mt. Stuart School.

Adjournment

Meeting Adjourned at 6:50 pm

Mayor

ATTEST:

City Clerk

CITY OF ELLENSBURG

**Minutes of Diversity, Equity & Inclusion
Commission Meeting**

Date of Meeting

August 9, 2022

Time of Meeting

3:00 PM

Place of Meeting

Council Chambers, 501 North Anderson St.

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present: Kandee Cleary, Tylene Carnell, Daniel Amos, Alex Mandujano, Mayra Colazo, and Nancy Goodloe (Chair)

Absent: Teresa Divine (excused)

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Terry Weiner, City Attorney; Phil Backlund, consultant for DEI Commission Retreat; Jinger Haberer, ESD Superintendent; Kelly Kronbauer, ESD Student Health Services; Jason White, ESD Board President; and 1 member of the public via Zoom.

Commissioner Amos moved to approve an excused absence for Commissioner Divine for August 9, 2022. **Motion Approved 5-0.**

2. Approval of Agenda

Commissioner Cleary moved to approve the agenda. **Motion Approved 5-0.**

3. Approval of Minutes from May 10, 2022 Meeting

Commissioner Carnell moved to approve the July 12, 2022 minutes. **Motion Approved 5-0.**

4. New Business: Review Hispanic Heritage Month Proclamation

Commission members reviewed the Hispanic Heritage Month Proclamation and made suggestions for updates.

Commissioner Mandujano will read the Spanish translation at the September 6 City Council Meeting and Commissioner Cleary will find someone to read the English one or will read it.

5. ESD Discussion

The Ellensburg School District (ESD) presented information about the ways the District is working to address safety/anti-bullying. The district discussed possible next steps in partnership with the City including co-hosting a World Café within the community, collaborating on a cultural diversity event within the community, a “pizza klatch” as a way to bring LGBTQ students together and potential use of Story Corp One Small Step.

The DEI Commission will discuss at their retreat on Friday. If doing a World Café they should discuss what topics to have conversations about and what questions they would use, and a smaller planning group could get together. November is a good time of year for ESD.

6. Subcommittee Reports

Commissioner Carnell said her committee met and talked about the grant process needing clarity and figuring out who the grant is meant to fund if it is something the commission proceeds with.

7. Commission Member Reports

Commissioner Carnell reported on meeting with the Kittitas County pride group for 2023.

Chair Goodloe reported there will be an overdose awareness day event on August 30 at the Methodist Church.

8. Staff Report

Klauss reminded the commission of the City Council vacancy and the application deadline.

Klauss reminded the commission of the Friday DEI Commission retreat from 8-1 at the Foundry and introduced facilitator Phil Backlund.

9. Public Comment

There was no correspondence or public comment.

10. Review Next Meeting/Adjournment

Meeting adjourned at 4:17 p.m.

Nicole Klauss

Drafted: 8/11/22

Approved: 9/13/22



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Lodging Tax Advisory Committee, Regular Meeting

August 3, 2022

2:00 pm

Council Conference Room, 501 N. Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call.

Roll Call Present: Adam Winn (remotely), Jim Nale, Sarah Beauchamp, and Marie Smith.

Absent: Steve Townsend and Lacie Dawson

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

2. Minutes of the June 1, 2022 meeting.

Jim Nale moved to approve minutes as written. **Motion approved. 4-0**

3. Correspondence and Public Comment Period. None.

4. Unfinished Business.

A. Budget/Financials Review.

Reviewed and acknowledged.

B. Tourism Report.

Matt gave a brief overview of the recent local events of the Mama Mia production and Ellensburg Music Festival, formerly Jazz in the Valley. He advised that the Towne Place hotel is scheduled to open in October and gave an update regarding the Ellensburg Art Alliance. The Chamber will be presenting applicant training for the 2023 Consolidated process on August 23rd in Ellensburg and August 24th in Upper County.

5. New Business.

Other: Laurie advised she is resigning/retiring from the City of Ellensburg on September 1, 2022 and this is her last meeting. Her replacement has not been selected yet.

Jim Nale announced that this is also his last meeting. He is resigning due to other commitments.

The next meeting is scheduled for September 7, 2022 at 2:00 p.m.

With no further business, the meeting was adjourned at 2:19 p.m.

Laurie Gigstead

Recording Secretary

Drafted: 08/09/2022

Approved: 09/07/2022



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Reecer Creek Floodplain Mapping and Levee Certification Support Services Project

Submitted by: Jon Morrow Public Works & Utilities

Recommended Action or Motion: Authorize the Public Works and Utilities Director to sign the Amendment (attached) to Phase II of the original agreement (attached) with Aspect Engineering.

Background/Summary: Council authorized the Phase II agreement with Aspect on April 4, 2022. This agreement provided levee certification support services and completed the bid package for schedule's A and B of the new bridge and levee on Dolarway. Schedule A and B have already been awarded and will begin construction in September 2022. The design portion (Task 1) of the original agreement in Phase II has no budget left in that task. There's adequate budget left in the certification portion of the Phase II agreement and that work is ongoing. This amendment puts \$37,711.00 back into Task 1 of the Phase II agreement to finish the design, and complete a bid package on Schedule C, which will extend the levee northerly up to the BNSF railroad.

Previous Council Action: Council authorized the Phase II agreement with Aspect Engineering on April 4, 2022.

Analysis: This amendment adds \$37,711.00 to the original agreement to provide budget to Task 1. Task 1 will complete the design and provide a bid package for Schedule C, which extends the levee up to the Burlington Northern Railroad.

Financial Impact: The 2022 Stormwater Utility budget has adequate funds to cover the \$37,711 cost of the amended agreement.

Attachments:

[Aspect Agreement re Reecer Creek Floodplain Mapping and Levee Certification Support Services \(April 2022\)](#)

[Aspect 200064-B Contract Amendment 1](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
ASPECT CONSULTING, LLC**

**RELATING TO: Reecer Creek Floodplain Mapping and Levee Certification Support
Services**

THIS TIME AND MATERIALS STANDARD BILLING RATE CONTRACT is made and entered into this 4th day of April, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter called the "CITY") and (ASPECT CONSULTING), a LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT"). This CONTRACT continues services initiated under a prior contract between CITY and CONSULTANT dated the 13th Day of February 2020.

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Reecer Creek Floodplain Mapping and Levee Certification Support Services project.

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

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

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

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

2. SCOPE OF WORK.

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

2.2. The CITY may review the CONSULTANT'S work product, and if it is not

satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2023. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked as set forth in the attached Exhibit C.

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

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

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

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

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

4.7. The CITY may desire to establish a Management Reserve Fund to provide

the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$30,000 or 25% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$30,000.00. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$136,052. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility

of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

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

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

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

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

14. TERMINATION.

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

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

to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

16.5. Other Insurance Provisions. The insurance policies are to contain, or be

endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

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

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

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

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

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

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

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

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

City of Ellensburg

Department of Stormwater
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
1106 N 35th Avenue
Yakima, WA 98902

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

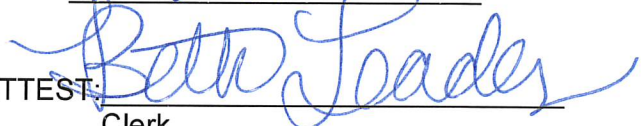
Tax ID#: **91-2149055**

THE CITY OF ELLENSBURG:

By: 

Printed Name: **RYAN LYYKI**

Title: **PW & V DIR**

ATTEST: 
Clerk

Approved as to Form: 

City Attorney

Reecer Creek Floodplain Mapping and Levee Certification Support Services – Phase 2

Scope of Work

Aspect Consulting LLC

Prepared March 16th, 2022

Background

Aspect Consulting, LLC (Aspect) has developed this Scope of Work to provide continuing consulting services to the City of Ellensburg for the **Reecer Creek Floodplain Mapping and Levee Certification Support Services Project** (Project). The goal of the Project is ultimately to design, construct, and FEMA certify the overall Reecer Creek Flood Protection System between Interstate 90 and University Way.

The Project has been progressing in a phased manner. To date, Aspect has provided the following services:

- ✓ *Coordinated with the City, Kittitas County FCZD, the FCZD's consultant (Watershed Science and Engineering), and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes needed to meet FEMA's standards and updated flood modeling approaches and results.*
- ✓ *Completed a Final Design Package and Bidding Documents for Lower Levee to I-90 Bridge Connection. Aspect subsequently updated the design to account for backwater flooding from the Yakima River, which is higher than the Reecer Creek flood elevation.*
- ✓ *Prepared a Levee Technical Report to support the levee certification and FEMA Conditional Letter of Map Revision (CLOMR) process. The Technical Report documents that the existing and proposed levee system complies with the federal CFRs governing levee certification. Aspect also performed unplanned work related to missing compaction data for the existing levee system and development of a Levee System Operation and Maintenance Plan (Levee O&M Plan).*

Along with the work conducted under the prior phase of this Project, Aspect previously completed a Final Design Package and Bidding Documents for the proposed Upper Levee (north of Dolarway Road) and associated floodplain swale network and Dolarway Road relief culvert.

Since completion of the above work, further discussions have occurred between the City, County, stakeholders, adjacent landowners, FEMA, and other interested parties. The outcome of discussions include:

- ✓ *Some stakeholders prefer that the upper end of the proposed levee north of Dolarway Road terminate on dry ground just below where Whiskey Creek passes from the eastside to the westside of West University Way.*
- ✓ *Discussions with FEMA indicate that some armoring on the I-90 embankment just southwest of the Reecer Creek Bridge outlet might help secure FEMA's agreement that*

Exhibit A – Scope of Work

the Reecer Creek Flood Protection system can be terminated at the downstream end of the I-90/Reecer Creek Bridge while still allowing the levee system to be certified. The armor would reinforce the argument that the I-90 freeway grade will not “unravel” and allow floodwater to cross from the westside to the eastside of I-90 (back into the area protected by the Lower Reecer Creek Levee).

- ✓ *The City has committed to constructing some new components of the Reecer Creek Flood Protection System on an accelerated timeframe, potentially while the CLOMR process is still underway. These components will need to be separated out, finalized and prepared for bidding (Dolarway Road relief culvert and roadway changes, floodplain swale segments, and portions of the new levee).*

The scope of work provided below addresses these three items plus additional ongoing coordination and support by Aspect as interagency discussions, floodplain mapping, and the CLOMR process continue. It is assumed that coordination and support services will continue through 2023.

Scope of Work

Scope of Work provided below addresses:

- ✓ *Task 1 – Revise the final design and bidding package for the upper levee and swale network to reflect the levee terminating on high ground just south of where Whiskey Creek crosses under West University Way. This work will include updating and segmenting the construction plans, specifications, cost estimate, and bid documents to allow the City to bid and award the advance construction of some new components.*
- ✓ *Task 2 – Update the Reecer Creek Levee Technical Report to reflect the design changes made in Task 1.*
- ✓ *Task 3 – Provide additional coordination with the City, County, FEMA, and others during the design update and levee certification and CLOMR processes, covering through 2023.*
- ✓ *Task 4 – Management Reserve Fund*
- ✓ *Optional Task 5 – If required by FEMA, prepare a final design and bidding package to place a blanket of armor stone on the I-90 embankment just south of the Reecer Creek bridge outlet. This work will be incorporated into the prior lower levee to I-90 connection design/bidding package. It is assumed that approximately 2 ft of existing embankment material will be removed and replaced with armor stone (no net fill) for approximately 50 ft south of the Reecer Creek bridge outlet. Existing utilities will be investigated but it is assumed that no survey or geotechnical work will be required. Doing this work would also result in the need to update the Reecer Creek Levee Technical Report*

Aspect's project management time is embedded in each task.

Task 1: Revise Upper Levee and Swale Design Package

Aspect will develop a Revised Final Design Package for the planned upper levee. Aspect's Task 1 services include:

- 1.1. Prepare revised design and construction drawings, plans, and profiles reflecting the upper levee terminating on dry ground on City property just south of where Whiskey

Exhibit A – Scope of Work

Creek crosses under West University Way. This will also involve revising the alignment of the easternmost floodplain swale along with associated TESC and planting plans.

- 1.2. Divide the construction plans, TESC plans, and details into two to three discrete phases so the City can bid some advance work (Dolarway Road relief culvert and roadway changes, floodplain swale segments, and portions of the new levee).
- 1.3. Prepare specifications tailored to each discrete phase of work.
- 1.4. Prepare revised final materials quantities and construction cost estimates separated into each construction phase.
- 1.5. Prepare the revised final bid schedules for each phase.
- 1.6. Complete internal QA/QC review on the revised design and bidding packages, make any associated changes, and provide the revised final packages to the City.

Task 1 Deliverables

- *Revised Final Upper Levee Design Packages (PDF format). Each package will contain:*
 - *Revised final topographical basemap, design, TESC on 11" x 17" plan sheets.*
 - *Revised final Revised Final standard details and specifications.*
 - *Revised final special provisions and specifications.*
 - *Revised final engineers estimate of probable project cost.*
 - *Revised final bid schedule.*

Task 1 Assumptions

- *No new survey or geotechnical work is needed.*
- *No utility conflicts.*
- *No design review cycle by the City.*
- *No permitting or agency coordination support.*

Task 2: Update the Levee Technical Report

Aspect will update the Levee Technical Report to reflect design changes from Task 1. Aspect's Task 2 services include:

- 2.1. Review and update the prior Levee Technical Report as needed to reflect design changes from Task 1. Examples of necessary updates include:
 - Updating text and replacing exhibits depicting the upper levee and swale alignment.
 - Updating freeboard profiles based on the new upper levee alignment.
 - Replacing design drawings as needed.
- 2.2. Prepare the revised Levee Technical Report to support the CLOMR and certification process.

Task 2 Deliverables

- *Revised final Levee Technical Report (PDF format).*

Task 2 Assumptions

- *No review cycle on the Revised Levee Technical Report.*

Task 3: Coordinate with City, County, and FEMA During Design Updates and Levee Certification and CLOMR Processes

Aspect will continue to coordinate with the City, County, FEMA, and other agencies and stakeholders as needed during the project, covering 2022 and 2023. Potential Task 3 services include:

- 3.1 Prepare for and hold project status meetings with the City.
- 3.2 Prepare for and hold project team meetings with the City, County, and WSE.
- 3.3 Prepare for and hold agency coordination or information meetings with FEMA, Ecology, and USACOE.
- 3.4 Prepare for and hold miscellaneous stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).
- 3.5 Acquire or develop levee related documents and materials as requested by FEMA.
- 3.6 Coordinate with WSE regarding flood modeling updates and products.

Task 3 Deliverables

- *Miscellaneous meeting materials (PDF format).*

Task 3 Assumptions

- *Task 3 services continue to approximately December 30, 2023.*
- *Meetings are by video conference.*
- *Coordination effort is uncertain; therefore Task 3 services will be provided on flexible time and materials basis not to exceed the Task 3 budget without authorization from the City.*

Task 4: Management Reserve Fund

Due to the uncertain nature of some of the scope of work, a Management Reserve Fund and Task 4 is established to cover unforeseen costs and/or reimburse Aspect for additional work beyond that already defined in Tasks 1 through 3 above. Aspect will not utilize Task 4 funds without written authorization from the City. Potential Task 4 services include:

- 4.1 Additional meetings and coordination efforts with the City, County, WSE, FEMA, Ecology, and USACOE.
- 4.2 Additional stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).
- 4.3 Additional technical analyses and/or reports related to levee certification.

Exhibit A – Scope of Work

- 4.4 Additional design/redesign work or review cycles arising out of levee certification analyses or permitting processes.
- 4.5 Other related services as requested by the City.

Task 4 Deliverables

- *To be defined on a case by case basis.*

Task 4 Assumptions

- *When authorized in writing by the City, Task 4 services will be provided on a time and materials basis.*

Optional Task 5: Update the Lower Levee to I-90 Bridge Connection Design to Include Armoring on the Southwest I-90 Embankment

This work will only proceed if determined necessary through additional discussion with FEMA. If it proceeds, Aspect will develop a Revised Final Design Package for the lower levee to I-90 bridge connection that includes an approximately 50 ft long armor blanket placed on the I-90 freeway embankment south of the Reecer Creek bridge outlet. Aspect's Task 5 services would include:

- 5.1 Complete a site visit to review conditions in the vicinity of the Reecer creek bridge outlet.
- 5.2 Gather and review existing survey, geotechnical, structural, flood, utility, easement, and as-built data for the outlet side of the I-90 bridge.
- 5.3 Assess the adequacy of existing data, extend the project topographic basemap to cover the proposed armoring area.
- 5.4 Complete calculations and prepare a plan sheet and details for the proposed armoring.
- 5.5 Update project specifications and special provisions as needed.
- 5.6 Prepare armoring materials quantities and updated construction cost estimate.
- 5.7 Prepare an updated bid schedule.
- 5.8 Complete internal QA/QC review and on the revised lower levee to I-90 bridge connection design and bidding package, make any associated changes, and provide the revised final package to the City

Optional Task 5 Deliverables

- *Revised Final Lower Levee to I-90 Bridge Connection Design Package (PDF format):*
 - *Revised final topographical basemap, design, TESC on 11" x 17" plan sheets.*
 - *Revised final standard details and specifications.*
 - *Revised final special provisions and specifications.*
 - *Revised final engineers estimate of probable project cost.*
 - *Revised final bid schedule.*

Optional Task 5 Assumptions

Exhibit A – Scope of Work

- *No survey or geotechnical work is needed.*
- *No major utility conflicts.*
- *No design review cycle by the City.*
- *No permitting support.*

Schedule for Phase 2 Services

Aspect will commence work upon receiving notice to proceed from the City. Completion of the work is dependent upon agencies and entities outside Aspect's control therefore preparing a firm completion schedule is not possible. However, Aspect will strive to complete Phase 2 by approximately December 2023. Assuming notice to proceed in early April, completion of select advance design packages under Task 1 will be completed by approximately June 1, 2022.

Exhibit C – Consultant Rate Schedule



SCHEDULE OF CHARGES

Effective January 2022

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS		Hourly Rate
<i>Principals and Associates</i>		
Principal Scientist/Engineer/Analyst 2		\$290
Principal Scientist/Engineer/Analyst 1		\$275
Sr. Associate Scientist/Engineer/Analyst		\$254
Associate Scientist/Engineer/Analyst		\$238
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$238
Senior Scientist/Engineer/Analyst 2		\$224
Senior Scientist/Engineer/Analyst 1		\$209
Project Scientist/Engineer/Analyst 3		\$192
Project Scientist/Engineer/Analyst 2		\$178
Project Scientist/Engineer/Analyst 1		\$166
Staff Scientist/Engineer/Analyst 3		\$153
Staff Scientist/Engineer/Analyst 2		\$138
Staff Scientist/Engineer/Analyst 1		\$128
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		Hourly Rate
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$140
Field Technician 2		\$114
Field Technician 1		\$105
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$166
Sr. CAD Technician/Specialist		\$148
CAD Technician		\$130
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$132
Technical Editor / Project Coordinator 3		\$120
Project Coordinator 2		\$112
Project Coordinator 1		\$105
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		Hourly Rate
Sr. Technology Project Manager		\$246
Technology Project Manager		\$228
Senior Software/Database Architect/Developer		\$234
Software/Database Architect/Developer		\$207
OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses		Cost Plus 15%
<i>Other equipment, rentals, and expenses will be provided on a per job basis.</i>		

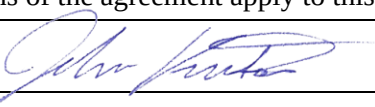
Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Exhibit D – Task Budgets

Task Title	Labor	ODC	Subs	Total
Task 1. Revise Upper Levee & Swale Design Package	\$24,354			\$24,354
Task 2. Update the Levee Technical Report	\$7,522			\$7,522
Task 3. Coord w/City, Co., FEMA, Others (thru 2023)	\$59,806	\$200		\$60,006
Task 4. Management Reserve Fund	\$30,000			\$30,000
Opt. Task 5. Update Lower Levee I-90 Bridge Connect.	\$15,054	\$100		\$15,154
Total Project Budget	\$135,752	\$300		\$136,052



Amendment to Professional Services Agreement

Amendment No.: 1	Project No.: 200064-B	Date: August 12, 2022
Client: City of Ellensburg		
Project Name Reecer Creek Floodplain Mapping and Levee Certification Support Services Project		
Description of Amendment		Cost
Aspect Consulting, LLC (Aspect) is providing this Amendment No. 1 to the Reecer Creek Floodplain Mapping and Levee Certification Support Services Agreement for Professional Services executed on April 4th, 2022 (original Agreement). This Amendment provides additional funds to: • Increase the Task 1 budget for redesign of the Reecer Creek set-back levee and floodplain swale network that extends north of Dollarway Road (Bid Package C). The redesign will reflect a new levee alignment and termination point selected by the City. The levee will terminate near the City's eastern property line just south of where Whiskey Creek passes under W. University Way. The prior budget for redesigning this reach was consumed by un-scoped design reviews and related changes to plans, specifications, and bid documents requested by the City for Bid Packages A and B. • Provide supplemental Task 1 budget to incorporate a City design review and revision process into the scope of work for Bid Package C. • Provide supplemental Task 1 budget to incorporate the previously unplanned filling and regrading of a portion of the Reed Mill Ditch into Bid Package C. The remaining Task 1 work shown in Exhibit A - Scope of Work of the original Agreement is hereby revised as shown in Attachment 1 to this Amendment. The Task 1 budget shown in Exhibit D - Budget for Each Task of the original Agreement is hereby revised to \$62,065; and Section 5 - Maximum Compensation of the original Agreement is revised from \$136,052 to \$173,763.		Amendment No. 1 Cost (Increased Task 1 Cost): \$37,711 Total Revised Agreement Section 5 and Exhibit D Cost: \$173,763 Amendment No. 1 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Exhibit C of the original Agreement.
This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated April 4 th , 2022. Except as amended above, all terms and conditions of the agreement apply to this amendment.		
ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 	
	Printed Name: John Knutson, PE Principal Water Resources Engineer	
	Office: Yakima	
CLIENT City of Ellensburg	By:	
	Printed Name/Date:	

Bainbridge Island Office:
Bellingham Office:
Seattle Office:
Wenatchee Office:
Yakima Office:

350 Madison Avenue North, Bainbridge Island, WA 98110 (206) 780-9370
907 Harris Avenue, Suite 301, Bellingham, WA 98225 (360) 746-8964
401 Second Avenue S, Suite 201, Seattle, WA 98104 (206) 328-7443
23 South Mission Avenue, Suite C, Wenatchee, WA 98801 (509) 888-5766
1106 N 35th Avenue, Yakima, WA 98902 (509) 895-5957

www.aspectconsulting.com

Reecer Creek Floodplain Mapping and Levee Certification Support Services – Phase 2

Amendment 1 Scope of Work

Aspect Consulting LLC

Prepared August 12, 2022

Background

Aspect Consulting, LLC (Aspect) has developed an Amendment 1 Scope of Work to provide revised consulting services to the City of Ellensburg for Task 1 of the **Reecer Creek Floodplain Mapping and Levee Certification Support Services Project** (Project). The revised Task 1 scope covers:

- *The originally planned redesign work to reflect a new levee alignment and termination point selected by the City. As planned, the levee will terminate at approximately the City's eastern property line just south of where Whiskey Creek passes under W. University Way.*
- *Incorporating a City design review and revision process into the scope of work.*
- *The design effort associated with the previously unplanned filling and regrading of the upper (west to east running) section of the Reed Mill Ditch, based on the assumption that the ditch will no longer be necessary to supply irrigation water to property owners along the north side of Dolarway Road.*

The revised scope of work presented below describes the remaining Task 1 work. Aspect already completed redesigns and bid documents for two bid packages (Bid Packages A and B) under Task 1, which covered: (a) the southern portion of the planned Reecer Creek levee and swale system, (b) raising and reconstructing Dolarway Road and a portion of Enterprise Way, and (c) installing a new precast box culvert (and side culverts) crossing Dolarway Road. The remaining Task 1 work will produce a design package and bid documents for Bid Package C covering the upper/northern reach of the levee/swale network and associated components.

Scope of Work

Amendment 1 Task 1: Revised Upper Levee and Swale Design – Bid Package C

Aspect will develop a Revised Final Design and Bidding Package (Bid Package C) for the northern reach of the planned Reecer Creek set-back levee and swale network. This section of the levee extends from just north of the new Dolarway Road precast culvert crossing to approximately the City's eastern property line just south of where Whiskey Creek passes under W. University Way. Aspect's remaining Task 1 services will include:

- 1.1. Coordinate with City staff to gather City input and comments regarding the prior design and bidding documents for the reach in question.

Attachment 1 to Amendment 1 – Scope of Work

- 1.2. Prepare a revised 90% design (plans, profiles, stationing, TESC, details, notes) reflecting the planned Bid Package C work: (a) the upper levee terminating on dry ground on City property just south of where Whiskey Creek crosses under West University Way; (b) a revised alignment of the easternmost floodplain swale; (c) the filling and re-grading of the west to east running section of Reed Mill Ditch across City property; and (d) associated TESC, planting, access, and staging/material storage plans.
- 1.3. Prepare revised 90% specifications tailored to the planned Bid Package C work.
- 1.4. Prepare revised 90% materials quantities and construction cost estimates for the planned Bid Package C construction work.
- 1.5. Prepare a revised 90% bid schedule for inclusion in Bid Package C.
- 1.6. Complete internal QA/QC review on the draft 90% Bid Package C, make any associated changes, and provide the 90% Bid Package C to the City for review and comment.
- 1.7. Review City comments on the 90% Bid Package C and develop recommended responses.
- 1.8. Meet with the City (via teleconference) to review comments and recommended responses and obtain direction for preparing a Final Bid Package C.
- 1.9. Address City comments and prepare a draft Final Bid Package C (plans, profiles, stationing, TESC, details, notes, specifications, materials quantities and construction cost estimate, and bid schedule).
- 1.10. Complete internal QA/QC review on the draft Final Bid Package C, make any associated changes, and provide the Final Bid Package C to the City.
- 1.11. Provide limited additional coordination and support to make minor changes to Bid Package C as the City prepares to go to bid.

Task 1 Deliverables

- *90% and Final Bid Package C (PDF format). Each package will contain:*
 - *Topographical basemap, design, TESC, planting, access, and staging/material storage plans on 11" x 17" plan sheets.*
 - *Standard details and specifications.*
 - *Special provisions and specifications.*
 - *Engineers estimate of probable project cost.*
 - *Bid schedule.*

Task 1 Assumptions

- *No new survey or geotechnical work is needed.*
- *No utility conflicts.*
- *No permitting or agency coordination support is needed.*



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Resolution 2022-31 Approving Sorenson Street Tree Removal Request at 906 N B Street

Submitted by: Erin McGowan Public Works & Utilities

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

Background/Summary: Teresa Sorenson is requesting authorization to remove one street tree at 906 N B Street. The tree is a Douglas Fir located 3 feet behind the sidewalk on B Street. The applicant would like to remove the tree as part of a landscaping improvements project.

Tree Condition: The Douglas Fir is in good health.

City Infrastructure Damage: The roots have begun to crack and upheave several sidewalk panels.

Tree Maintenance Activity by City: Two sidewalk panels have been ground down by the Street Department.

Species Suitability to Location: Douglas Fir trees are native to this area but are not on the approved street tree list. They are very large trees that can outgrow their planting space.

Private Damage Claims Processed by the City: None known.

Previous Council Action: None.

Analysis: Removal of the tree is appropriate. The tree species is not on the approved street tree list and the root system will continue to cause damage to sidewalks in the public right-of-way.

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

Attachments:

[906 N B St -Sorenson Tree Removal Request](#)
[906 N B St -Sorenson Tree Removal Graphics](#)

Ms. McGowan.

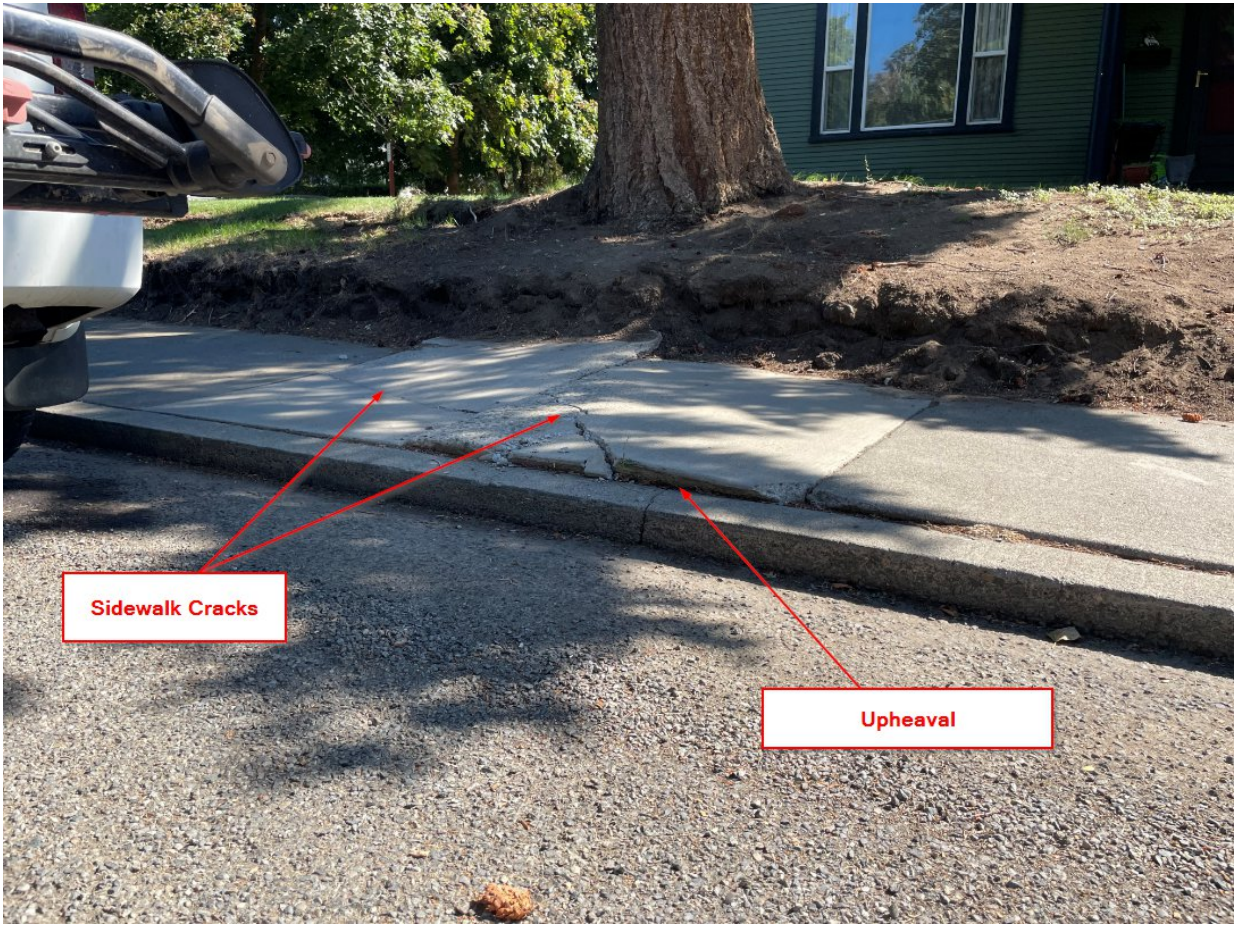
I request permission for remove the tree in the front yard of 906 North B Street. The roots on the sidewalk side of the tree are pushing up two sections of the sidewalk creating a hazard for those walking past the house. The tree is leaning toward the street. The landscaper who is working on the yard expressed concern that dirt around the tree roots is eroding and the tree may eventually fall.

Sincerely,
Teresa Sorenson

906 N B STREET – TREE REMOVAL GRAPHICS



906 N B STREET – TREE REMOVAL GRAPHICS



RESOLUTION NO. 2022-31

A RESOLUTION of the Ellensburg City Council authorizing Teresa Sorenson to remove one street tree located at 906 N B Street;

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

WHEREAS, Teresa Sorenson has requested permission to remove one street tree;

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

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

Section 1. Teresa Sorenson is authorized to remove one street tree located at 906 N B Street. Approval is conditioned upon Teresa Sorenson first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Teresa Sorenson expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

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

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

ADOPTED by the City Council of the City of Ellensburg this September 19, 2022.

MAYOR

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Interlocal Agreement (ILA) between the Kittitas County Flood Control Zone District (KCFCZD) and the City of Ellensburg

Submitted by: Jon Morrow Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to sign the agreement and approve the necessary budget adjustments.

Background/Summary: The KCFCZD has pledged one million dollars towards the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project. The Board of County Commissioners (BOCC) raised the tax levee to increase the KCFCZD budget to help fund the City's project. This ILA will reimburse the City the remaining \$888,363.00 of the KCFCZD's commitment and will offset project costs related to land acquisition, design and construction of schedule's A, B, and C.

Previous Council Action: Council approved the Re-submittal of the Interlocal Agreement (ILA) with the Kittitas County Flood Control Zone District (KCFCZD) at its April 19, 2021 meeting. The ILA was used to reimburse the the City for the contract with Aspect Engineering for FEMA certification work in the amount of \$111,637.

Analysis: Funds committed by the KCFCZD will be used to help reimburse the land acquisition, design and construction of schedule's A, B, and C, which was funded with the Public Works, Waterworks bond, Ordinance 4872 in 2021. This reimbursement should be the final ILA for this project.

Financial Impact: This ILA reimburses the Stormwater Utility \$888,363.00 for project costs related to land acquisition, design and construction. The entire KCFCZD contribution is included in the adopted 2021 Arterial Street Fund budget, and carried over to the 2022 Arterial Street Fund budget. The remaining balance of the ILA funds are anticipated to reimburse project costs in that fund. The entire KCFCZD contribution is included in the amended 2022 The Arterial Street budget. The Arterial Street Fund has adequate resources to accommodate the shift to ILA

funding and maintain projected ending fund balance within the policy threshold. The remaining balance from the KCFCZD's commitment is \$0.00 after reimbursement. Below is the ILA language regarding payment and the billing procedure for reimbursement.

1. **Payment.** Payment shall be made on a lump sum basis for costs incurred by the City to construct each phase of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project as documented in an accepted bid tab and award of contract by the City of Ellensburg. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree in writing to a higher amount.
2. **Billing Procedure.** The City shall submit an invoice with the accepted bid tab and documentation of award. Invoices are to be sent to: Kittitas County Department of Public Works Department, 411 North Ruby, Suite 1, Ellensburg, WA 98926, Attn: Arden Thomas, and will be paid within thirty (30) days of receipt by the District. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or termination of the Agreement, whichever is earlier.

Attachments:

[2022 Interlocal Agreement - Flood Control Zone District](#)

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD CONTROL ZONE DISTRICT AND CITY OF ELLENSBURG

This Interlocal Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Ellensburg (herein after the "City") and Kittitas County through the Kittitas County Flood Control Zone District (hereinafter the "District").

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS, Kittitas County established a County-Wide Flood Control Zone District (District) pursuant to chapter 86.15 RCW for the purpose of addressing flood management needs within county, and

WHEREAS, RCW 86.15.080(8) provides for flood control zone districts to enter into cooperative agreements with any political subdivision; and

WHEREAS, the City of Ellensburg is undertaking the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project, and

WHEREAS, Flood Control Zone Districts can provide grant funds to political subdivisions of the state that are located within the boundaries of the zone, so long as the use of the grant funds is within the purposes authorized under Chapter 86.15 RCW, and

WHEREAS, the District has included a total of \$1,000,000 in funding for the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project in its 2021 and 2022 annual budgets;

WHEREAS, the District previously provided a total of \$111,637 in 2021 project funding for the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project to conduct Reecer Creek Floodplain Mapping and Levee Certification Support Services;

WHEREAS, the District and the City of Ellensburg desire to allocate the remaining \$888,363 in funding in support of the construction of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project;

NOW, THEREFORE, it is hereby agreed as follows:

TERMS

1. **Legal Basis.** This Agreement is entered into pursuant to Chapter 39.34 (the

Interlocal Cooperation Act) and Chapter 86.15 RCW (Flood Control Zone Districts).

2. **Purpose.** The purpose of this agreement is for the District to grant the City funding of up to \$888,363 to assist with the construction of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project.

3. **Term of Agreement.** The term of this Agreement shall be from its effective date through December 31, 2023 or as otherwise agreed to by the parties as provided in Section 14 or terminated as provided in Section 16.

4. **Payment.** Payment shall be made on a lump sum basis for costs incurred by the City to construct each phase of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project as documented in an accepted bid tab and award of contract by the City of Ellensburg. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree in writing to a higher amount.

5. **Billing Procedure.** The City shall submit an invoice with the accepted bid tab and documentation of award. Invoices are to be sent to: Kittitas County Department of Public Works Department, 411 North Ruby, Suite 1, Ellensburg, WA 98926, Attn: Arden Thomas, and will be paid within thirty (30) days of receipt by the District. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or termination of the Agreement, whichever is earlier.

6. **Contract Management.** The Agreement administrator 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 Agreement.

The Agreement administrator for the City of Ellensburg is: Mr. Jon Morrow, 501 N Anderson St, Ellensburg, WA 98926. Telephone: 509-952-8619.

The Agreement administrator for the District is: Ms. Arden Thomas, 411 North Ruby, Suite 1, Ellensburg, WA 98926. Telephone: 509-962-7523.

7. **Maintenance of Record.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

8. **Indemnification.** Each party agrees to be responsible and assume liability for its

own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees to the fullest extent provided by law, and further agrees to save, indemnify, defend and hold harmless the other party from any and all such liability arising out of the performance of this Agreement. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party. This indemnification paragraph shall survive the termination of this Agreement.

9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

11. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

12. **Relationship of the Parties.** In the performance of the work herein contemplated, the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

13. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

14. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.

15. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. **Termination.** This Agreement shall remain in full force and effect until terminated on December 31, 2023, by mutual written agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.

17. **Agreement Not for Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

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

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

CITY OF ELLENSBURG

KITTITAS COUNTY

Heidi Behrends Cerniwey, City Manager

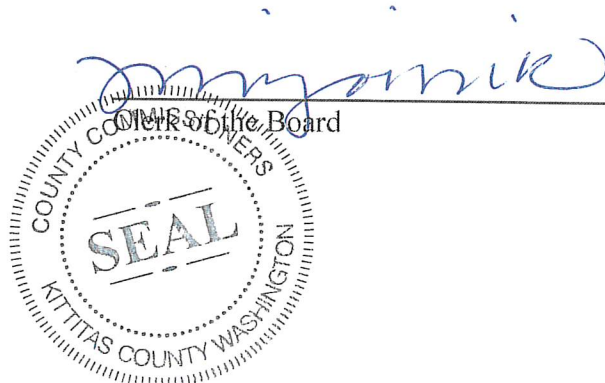
Laura Osiadacz,
Chairman

Attest:

Attest:

Approved as to form:

City Attorney





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Agreement with Kittitas County Hospital District No. 1 for Use of Unused Portions of Manitoba Avenue Right of Way (ROW)

Submitted by: Derek Mayo Public Works & Utilities

Recommended Action or Motion: Authorize staff to execute agreement with Kittitas County Hospital District No. 1.

Background/Summary: Kittitas Hospital District No. 1 is in the process of updating and expanding of the Kittitas Valley Healthcare (Hospital) parking lot. In review of their parking expansion they determined they would be able to provide an additional 15 to 20 parking spaces, if they could utilize a portion of the Manitoba Avenue ROW. These additional spaces are above and beyond the required minimum number of parking spaces. The agreement included with this agenda would allow the Hospital District to utilize the unused portions of the adjacent Manitoba ROW, as shown in Exhibit A, and also protects the City's future use of the ROW if, or when the need arises.

Previous Council Action: No previous Council action.

Analysis: Manitoba Avenue, immediately adjacent to the Hospital, has existing frontage improvements that have already been constructed, including curb/gutter, sidewalk, illumination, and City utilities. The area requested to be utilized for parking as outlined in this agreement is for the portions of ROW that is outside or behind the sidewalk, therefore there would be no impact to the current use of the roadway or utilities. Furthermore, the agreement protects the future need of this ROW for transportation or utility purposes, should the need arise.

Financial Impact: No fiscal Impact

Attachments:

[Agreement](#)
[Exhibit A](#)

**AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND
KITTTITAS COUNTY PUBLIC DISTRICT NO. 1 FOR CITY RIGHT-
OF-WAY USE FOR KITTTITAS VALLEY HEALTHCARE
FACILITIES**

1. AGREEMENT. This Agreement for City Property Use ("Agreement") is entered by and between the City of Ellensburg ("City"), a municipal corporation, and the Kittitas County Public Hospital District No. 1 ("District"), a public hospital corporation. The City and District are each a "Party" and collectively serve as the "Parties" to this Agreement. The Parties agree as follows:

2. TERM OF AGREEMENT. The terms of this Agreement shall be in perpetuity from its Effective Date unless terminated as provided in other terms of this Agreement.

3. RECITALS AND FINDINGS.

3.1 The District is authorized to enter contracts, including under RCW 70.44.067; and the City is authorized to enter contracts, including under RCW 35A.11.010.

3.2 The District is undertaking a comprehensive restructuring and expansion of its facility parking lot ("the Project"). This facility is now and for the future known as Kittitas Valley Healthcare ("the Hospital"). The site of the Parking Lot (Project) is at 700 East Manitoba Avenue within the City limits and is bounded on one side by a City street right-of-way ("City ROW").

3.3 For the benefit of our Ellensburg and Kittitas County community and populace, the District's planned expansion would expand current Hospital Facilities, causing it to encroach on a small area of the adjacent City ROW. Hospital Facilities in the City ROW are limited to parking facilities (pavement, curb, storm system, and illumination) and landscaping. The areas of the Project would create new Hospital facilities located on City ROW encompassing the north side of the Kittitas Valley Healthcare along East Manitoba Avenue.

3.4 There is public benefit in the new Hospital facilities that will be constructed upon City ROW. The City and District agree that collaboration and shared resources will best serve the public interest through leveraging the unique resources of each Party.

3.5 The City is willing to authorize the District to utilize specified areas of City ROW for designated Hospital facilities as set forth in this Agreement. The District is willing to bear the cost and responsibilities of installing and maintaining the Hospital facilities upon the designated areas of City ROW.

3.6 It is the purpose of this Agreement to facilitate the Parties' mutual interests, as well as their interest to benefit the public, as expressed herein.

Agreement Between City and District for City Right-of-Way Use

4. USE OF CITY PROPERTY FOR HOSPITAL FACILITIES.

4.1 The City hereby authorizes the District to utilize the areas of City ROW identified in Exhibit A for installation and use of the Hospital facilities as described in Exhibit A. The City shall continue to retain full ownership of the City's ROW affected by this Agreement, and the District shall not accrue any ownership right in the City's ROW underlying the Hospital facilities constructed upon it pursuant to this Agreement.

4.2 All Hospital facilities and the installation thereof upon City ROW shall be in accordance with all applicable laws and regulations. Except as set forth in previous agreements (if any) between the City and the District, no further rights of use of City ROW shall accrue to the District, except as specifically set forth in this Agreement.

4.3 The District shall have the right to utilize the designated areas of City ROW for Hospital facilities without cost, interruption, or time limitation so long as the designated areas are utilized for the Hospital facilities identified in Exhibit A or for such purposes as may be agreed to be the Parties in writing in the future.

4.4 The District shall bear the responsibility and cost for maintaining the designated areas of City property utilized for Hospital facilities in a safe, reasonable, and legally-compliant condition, and the District indemnifies, defends, and holds the City harmless from and against all losses, damages, liabilities, claims, fines, penalties, causes of action, and expenses arising from or out of the use of the designated areas of City property for the Hospital facilities identified herein. The District's rights and obligations under this paragraph extend to the conduct of the City's authorized officers, employees, agents, consultants, and contractors.

5. IMPROVEMENTS.

5.1 The District's design plan will be consistent with the final Project design plan upon City's final approval thereof.

5.2 The Project's design and specifications are more particularly set forth as Exhibit A.

5.3 The District shall bear the cost and coordinate the work to upgrade certain outdoor facilities within the project site.

5.4 The improved parking lot shall be constructed in accordance with applicable City standards and shall be maintained as the responsibility of the District.

6. NON-EXCLUSIVE GRANT. This Agreement shall not in any manner prevent the City from entering into other similar agreements or franchises in, under, on, across, over, through, along, or below any public rights-of-way of the City or other City-owned properties, nor from Agreement Between City and District for City Right-of-Way Use

exercising such other powers and authorities granted to the City by law, as long as the grant resulting from the exercise of this power does not conflict with the terms and conditions of this Agreement and does not unreasonably interfere with the District's exercise of the privileges granted to it by the City in this Agreement.

7. CITY RIGHTS OF INSPECTION.

7.1 Right of Access. The District hereby grants the City a limited license to access the Project and the Hospital facilities for tests, investigations, inspections, or studies related to the District use of City property. Under this Agreement, the City's authority may be exercised by the City's authorized officers, employees, agents, consultants, and contractors. Upon reasonable advance notice from the City, the District shall provide reasonable access to Hospital facilities for purposes of this Agreement. The City understands that the Hospital will be in operation for the community, for the sick and ailed, for the young, elderly, and in between, and that it will be filled with medical personnel and staff necessary for the Hospital's function; as such, access may be restricted or limited at the discretion of the District in order to avoid disruption to the Hospital and other District programs.

7.2 Right to Inspect. On the Agreement Effective Date, the City is authorized to conduct soils, engineering, structural, building, environmental, electrical, and other studies related to the District's work upon City property. Such studies shall be at City's sole expense. Any intrusive physical studies (such as soil borings and building core sampling) shall first receive the District's prior consent. District agrees to cooperate with any such studies made by or at City's direction. City hereby indemnifies, defends, and holds District harmless from and against all losses, damages, liabilities, claims, fines, penalties, causes of action, and expenses arising from or out of the activities of City on the Property. The City's rights and obligations under this paragraph extend to the conduct of the City's authorized officers, employees, agents, consultants, and contractors.

7.3 Restoration of District Property. The City shall restore District Property to the condition prior to studies and repair any damage to the District's improvements or real property cause by City activities under this Agreement.

8. INSURANCE.

8.1 The District will maintain at all times during the term of this Agreement satisfactory insurance or self-insurance to protect against claims arising out of the District's exercise of the rights, privileges, and authority granted by this Agreement to the District, its agents, representatives, and employees. Such insurance or self-insurance shall include General Liability insurance coverage and shall be in an amount at least sufficient to provide coverage of \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

8.2 The District shall require and cause its contractors of all tiers performing work within City right-of-way to maintain insurance coverage as described above in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for each of the types of liability covered by such insurance. Insurance of contractors of all tiers shall be required to name the City and the District as additional insureds as to any work performed within City right-of-way and must be confirmed by a certificate of insurance coverage prior to commencement of any work.

9. DOCUMENT EXCHANGE.

9.1 Upon City request, the District shall provide to City copies of documentation in possession of or reasonably available to District related to title, construction, alterations, and improvements upon City property described in this Agreement.

9.2 The City agrees to provide the District with notice of all City-required information and documentation necessary for the District's intended improvements and School facilities described in this Agreement.

10. GENERAL TERMS.

10.1 Complete Agreement. This Agreement contains the entire agreement of the Parties, and this Agreement may be amended only in writing following approval of the City Council and the District's Hospital Board of Commissioners.

10.2 Additional Acts. To the extent required and authorized by law, the District and the City commit to take whatever additional acts that may be reasonably required to achieve the purposes of this Agreement.

10.3 Timeframes and Staffing for Processing and Review. In recognition of the importance of timely processing and reviewing of permits, approvals, and discretionary actions ("approvals"), the City agrees to work with the District to establish time frames for processing and reviewing such further approvals that may be necessary to further this Agreement.

10.4 Cooperation in the Event of Legal Challenge. In the event of any judicial or administrative action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall affirmatively cooperate in defending said action and moving forward to implement the terms of this Agreement.

10.5 Neutral Authorship. Each provision of this Agreement has been reviewed, negotiated, and represents the combined work product of the District and the City. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the District or the City shall be applicable in connection with the construction or interpretation of any provisions of this Agreement.

Agreement Between City and District for City Right-of-Way Use

10.6 Notices. All notices or other communications shall be deemed sufficient hereinafter if made in writing and delivered both by electronic mail and by first-class mail, postage prepaid, to each Party at its respective address set forth below, or such other address as such Party may hereafter designate to the others in writing:

To District:

Julie Petersen
CEO, Kittitas Valley Healthcare
603 S. Chestnut Street
Ellensburg, WA 98926
Email: jpetersen@kvhealthcare.org

To City:

Heidi Behrends Cerniwey
City Manager
501 N. Anderson Street
Ellensburg, WA 98926
Email: cerniweyh@ci.ellensburg.wa.us

10.7 Compliance with Law. The Parties shall comply with all applicable federal and state laws and regulations. Nothing in this Agreement shall be construed to limit or alter the underlying statutory authority or the responsibilities of the City or the District.

10.8 No Third Parties. This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

10.9 Governing Law and Venue. This Agreement shall be interpreted and construed under the provisions of the laws of the State of Washington. Except as otherwise required by applicable law, any legal action under this Agreement shall be brought in Kittitas County Superior Court.

10.10 Non-Waiver. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

10.11 Limited Application. Nothing in this Agreement shall bind either party to any obligation, agreement, or expenditure of public funds other than as provided herein.

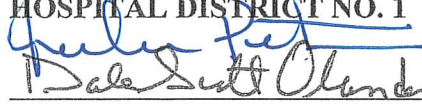
10.12 Termination. This Agreement may be terminated upon the written agreement of the Parties upon such terms as shall be mutually agreed to by them. In addition, the City agrees to provide the District a minimum of 1 year advance notice of termination, if it is deemed public transportation and/or public utility improvements are needed and the Hospital Facilities are in conflict with these necessary improvements.

10.13 Effective Date. This agreement shall take effect and be in force on the last date of execution listed below.

10.14 Survival. All provisions, conditions, and requirements of Section 4.4, 7.2, and 8 shall survive so long as the District continues to occupy the City right-of-way as described in this Agreement.

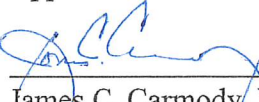
10.15 Execution. The representative of each Party represents and warrants that the representative is duly authorized to execute this Agreement for the Party, and this Agreement is binding on the Party. This Agreement may be executed in several counterparts, each of which shall be regard as an original and all of which shall constitute one and the same document.

**KITTITAS COUNTY PUBLIC
HOSPITAL DISTRICT NO. 1**


Julie Petersen, CEO

Date: August 8, 2022

Approved as to form:


James C. Carmody, WSBA 5205
Attorney for Kittitas Valley Public Health Care

CITY OF ELLENSBURG

Heidi Behrends Cerniwey, City
Manager

Date: _____

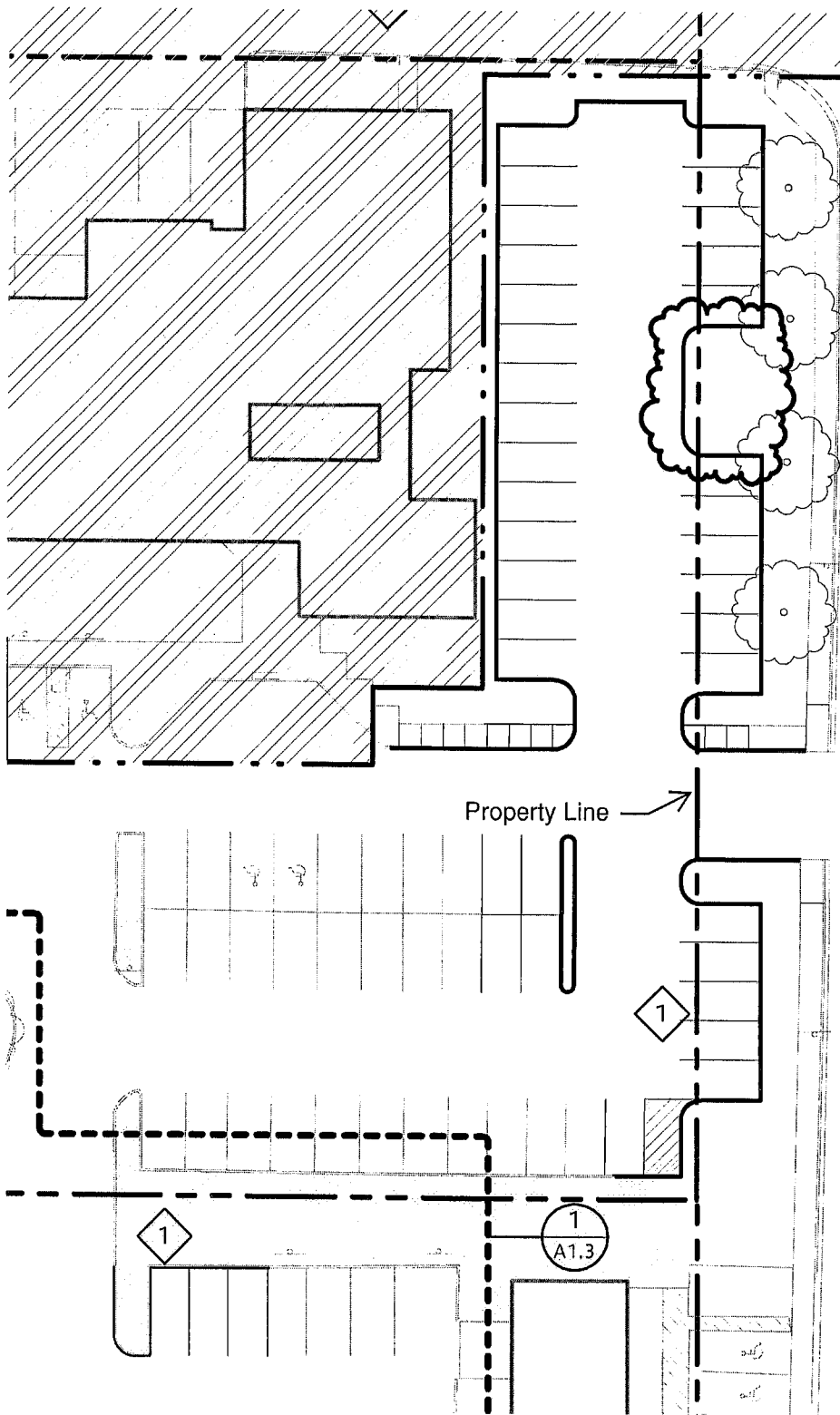
Approved as to form:

Terry Weiner
Attorney for City of Ellensburg

Exhibit A

See attached File: Exhibit A – ROW Permit.pdf

EXHIBIT "A"



E Manitoba Avenue

A1.1 1" = 40'-0"



Hospital Site Improvement

Kittitas Valley Healthcare
Ellensburg, WA

DATE: 9/9/22
JOB: 202105
SHEET REF: A1.1
DRAWING:



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Bid Award - Bid Call 2022-16 for Residential Natural Gas Meters

Submitted by: Darin Yusi Public Works & Utilities

Recommended Action or Motion: Award Bid Call 2022-16 to Tri-Pacific Supply Inc., the lowest responsive and responsible bidder for residential natural gas meters.

Background/Summary: The City Gas Division purchases meters for new service and meter change-out inventory every year or two, depending on the need for development projects within the utility territory and the amount of meters due for replacement. The current bid will provide the Gas Division with enough inventory to cover two years worth of replacements and provide enough inventory to meet minimum material stock requirements for potential development. Bids were received on Wednesday, September 7, 2022 for the above mentioned material. Staff requests City Council award Bid Call 2022-16 to Tri-Pacific Supply Inc, the lowest responsive and responsible bidder.

Previous Council Action: None

Analysis: Staff went through the formal bid process for the residential natural gas meters. One bid was received: Tri-Pacific Supply Inc submitted a bid for \$174,313.70. Staff has reviewed the bid submitted and recommends Council award Bid Call 2022-16 to Tri-Pacific Supply Inc.

Financial Impact: Material purchases are regularly included in the biennial budget with this meter purchase specifically included in the 2023 and 2024 budget development process and the Gas Divisions 6-Year Capital Improvement Plan.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Illinois Well Facility Contract Change Order #2

Submitted by: Hunter Slyfield Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager's signature on Contract Change Order #2 for the Illinois Well Facility Project.

Background/Summary: As work progresses on the Illinois Well Facility project, additional work has been necessitated due to unforeseen conditions. These items have been captured in Contract Change Order #2 and require Council approval due to budget authority limitations.

Previous Council Action: At the December 16, 2021 Regular Council Meeting, Council awarded bid call 2021-13 to Pacific Civil & Infrastructure in the amount of \$3,822,988.59.

Analysis:	Original Contract Amount:	\$3,822,988.59
	Current Contract Amount:	\$3,826,480.63
	Change Order #2 Amount:	\$114,079.35
	New Contract Amount:	\$3,940,559.98

The contract value will be increased by the amount of Change Order #2. All amounts include Washington State Sales Tax.

The Utility Advisory Committee forwarded a favorable recommendation to City Council to authorize City Manager's signature on Change Order #2 at their September 15th meeting.

Financial Impact: The contract value increase is within the amount budgeted for the project.

Attachments:
[Change Order #2](#)

**CITY OF ELLENSBURG
CONTRACT CHANGE ORDER**

September 8, 2022

AGREEMENT NO. 2

Project Title: Illinois Well Facility
Project No. 19-110
Bid Call: 2021-13
Contractor: Pacific Civil and Infrastructure Inc.

Proposed changes:

Schedule A: Illinois Well Facility

1. Pothole Sewer Main (Bid Item CO2-A1). Contractor hand excavated in the backyard adjacent to project site to find the sewer main point of connect. Location of the main was 8 feet from where it was shown on the plans. Contractor removed and reinstalled homeowner's fence.

Cost = \$1,300.90
Sales Tax (8.4%) = \$109.28
Total Cost = \$1,410.18

Additional working days = 1

2. Install Fractured Rock in Swale (Bid Item C02-A2). Contractor installed 2" clean fractured rock on the side slopes of the overflow swale to armor the sides.

Cost = \$2,300.54
Sales Tax (8.4%) = \$193.25
Total Cost = \$2,493.79

Additional working days = 1

3. Additional Structural Work (Bid Item C02-A3). Additional structural calculations were required by the supplier resulting in additional support members.

Cost = \$2,209.00
Sales Tax (8.4%) = \$185.56
Total Cost = \$2,394.56

Schedule B: Helena Avenue Water Main Extension

1. Water Main Trench Backfill Material (Bid Item C02-B1). Contractor encountered unsuitable material while excavating the water main trench from station 41+00 to 51+00. Import of material consisting of 2-1/2" ballast rock and select borrow was required to construct a suitable road base.

Cost = \$72,194.19
Sales Tax (8.4%) = \$6,064.31
Total Cost = \$78,258.50

Additional Working Days = 3

2. Additional Work for Water Service Connections (Bid Item C02-B2). Contractor encountered difficulty locating existing services due to the location and depth of the existing water main under the curb and gutter. This required extra work to access the main and entire new services were ran in lieu of cutting over the existing.

Cost = \$10,265.38
Sales Tax (8.4%) = \$862.29
Total Cost = \$11,127.67

Additional working days = 2

3. Expose Additional Water Main and Install 12" Valve (Bid Item C02-B3). The Contractor had to expose additional water main to the east of the tie-in point to upsize the connection to 12" and install a new 12" valve. This required reinstalling an existing valve in order to turn water on for the night and an extra days work to install the new 12" valve.

Cost = \$16,969.23
Sales Tax (8.4%) = \$1,425.42
Total Cost = \$18,394.65

Additional working days = 1

<u>Original Contract</u>	<u>Current Contract</u>	<u>Change Amount</u>	<u>New Contract Amount</u>
\$3,822,988.59	\$3,826,480.63	\$114,079.35	\$3,940,559.98

Signatures:

Contractor: _____ Date: _____

Project Engineer: _____ Date: _____

Public Works Director: _____ Date: _____

City Manager: _____ Date: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Bid Call 2022-17 - Natural Gas Meter ERTs

Submitted by: Darin Yusi Public Works & Utilities

Recommended Action or Motion: Authorize City Manager to sign necessary documents to proceed with the material purchase of natural gas ERTs to General Pacific, the lowest responsive quote.

Background/Summary: The City Gas Division purchases ERTs for new service meters and meter change-out inventory every year or two depending on the need for development projects within the utility territory and the amount of meters due for replacement. The ERT is the meter device that is attached to the meter to collect the throughput of natural gas for billing. The quote received will provide the Gas Division with enough inventory to cover two years worth of replacements and provide enough inventory to meet minimum material stock requirements for potential development. Bid-Call 2022-17 opened on Wednesday, September 7, 2022 with no bids being received for the above mentioned material. Because no bids were received, staff pursued quotes for the material needed. Two quotes were received and staff requests City Council authorize the City Manager to sign the necessary documents to proceed with the material purchase of natural gas ERTs to General Pacific, the lowest responsive quote.

Previous Council Action: None

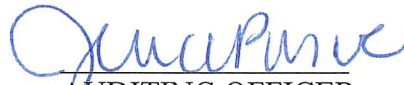
Analysis: Staff went through the formal bid process for the natural gas ERTs. No bids were received. Staff then submitted for quotes and received two quotes; Meter, Valve, and Control for \$112,741.42, and General Pacific for \$90,622.40 and recommends Council authorize the City Manager to sign the necessary documents to proceed with the material purchase of natural gas ERTs from General Pacific.

Financial Impact: Materials purchases are regularly included in biennial budget with this ERT purchase specifically included in the 2023 and

2024 budget development process and the Gas Divisions 6-Year Capital Improvement Plan.

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.


AUDITING OFFICER 9/12/22
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 **19th DAY OF SEPTEMBER 2022**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	158916	TO	159056	\$ 616,168.81
EFT #'s	5724	TO	5748	\$ 1,164,399.74

Payroll Fund				Total Amounts
Check #'s	95791	TO	95795	\$ 5,521.04
Direct Deposits	69477	TO	69696	\$ 436,737.67

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: 2021 Ellensburg Crime Report

Submitted by: Ken Wade Police

Recommended Action or Motion: For Information only

Background/Summary: Each year the Washington Association of Sheriffs and Police Chiefs publish a Washington Statewide Crime Report. This report is created with the cooperation of the Federal Bureau of Investigations (FBI), utilizing data reported to the National Incident Bases Reporting System (NIBRS). Contained within this report are state, county and city specific crime data. It is from this source, and department crime data that the crime report is prepared for presentation. It is my hope that in the near future, with additional analysis of criminal behavior and crime trends, we will be able to reduce the victimization in our community.

Previous Council Action: N/A

Analysis: Law Enforcement agencies and personnel throughout Washington are still dealing with the effects of the COVID-19 restrictions, changes in drug possession legislation, increased violence and the ever-growing mental health crisis. As an example, in Ellensburg in 2019 there were 9 firearms used in crimes in Ellensburg. That number jumped to 32 firearms in 2020, and 29 firearms in 2021.

Statewide, there are fewer law enforcement officers with 2021 recording the lowest number of officers per 1000 residents to 1.38. There were 325 murders, the highest number ever documented in Washington. Overall violent crimes increased 12.3% with robberies up 10% and aggravated assaults up 15.4% and hate crimes up 26%. On top of all this, there were 1968 assaults on law enforcement officers including the murder of Clark County Sgt. Jeremy Brown who was ambushed and murdered while conducting surveillance during

a drug investigation.

Although the crime rate is slightly lower in Ellensburg than in previous years; this was caused by new legislation which disrupted previous crime control measures dealing with drug enforcement practices, utilized by police across the state. It is not that there were fewer crimes being committed, but restrictions legislatively placed on enforcement.

There were several areas of significance. The first was the death of six (6) members of our community due to over-dosing on fentanyl. We had eight (8) robberies, 38 weapons offenses, 515 thefts, 41 vehicles stolen and 323 crimes involving property damage.

County-wide, the Ellensburg Police Department handled 61% of reported crimes while making 78% of all arrests.

We will continue our work towards crime reduction by focusing on data related to crimes and criminals. We will continue our victim centered services. And we will continue to provide support for those impacted by mental health, substance abuse and homelessness.

Financial Impact: N/A

Attachments:
[2022 Department Crime Report Presentation](#)



ELLENSBURG

POLICE DEPARTMENT

Ellensburg Police Department 2021 Crime Report

Ellensburg City Council Crime Report



City of

Ellensburg
WASHINGTON

Presentation Content

- Mission, Vision & Values
- Strategic Goals
- Crime Rpt. Info
- State Highlights
- Local Highlights
- Ellensburg Crime Data
- Crime Data
- Mental Health Impact
- Substance Abuse Disorder
- Enforcement Data
- Hate Crimes
- Kittitas County LE Jurisdiction
- Offense & Arrest
- Hate Crime Reports
- Agency Comparison County wide
- Partnerships
- Future
- Demographic Tracking
- Data Sharing

MISSION, VISION & VALUES

MISSION:

The Ellensburg Police Department's mission is to provide our community with efficient, effective and ethical police services through relationships with our public, business and educational communities, and law enforcement partners.

VISION:

Our vision is to protect our citizens and improve the quality of life for all of those in our community by providing excellence in professional law enforcement through our commitment to transparency, compassion and honor of our service.

VALUES:

As a member of the Ellensburg Police Department, we demand:

Moral, Ethical and Compassionate service to our community.

Personal Accountability.

Respect for human life.

Transparency in our practices.

Commitment to all that we serve.

STRATEGIC GOALS & MOTTO

STRATEGIC GOALS:

Reduce crime and improve traffic safety within our community.

Provide quality community services.

Provide leadership and resources.

Build trust within our community.

MOTTO:

Serving with Pride, Compassion and Excellence.

2021 Crime Report

- The Annual Crime Report was created to report and compare crime statistics for the Ellensburg Police Department.
- We utilized the National Incident Based Reporting System (NIBRS) data for this report. This system utilizes standardized definitions and reporting procedures which allow for local comparisons.
- This report details criminal activity within the City of Ellensburg.

2021 Crime Report

(Taken from July 20, 2022, WASPC Press Release)

Statewide highlights

- The total population for the State of Washington is 7,772,506, compared to 7,656,066, an increase of 116,440 residents (WA Office of Financial Management).
- With population increases, the number of officers per thousand residents fell from 1.47 to 1.38 officers per thousand in 2021. This is the lowest per capita rate of officers since WASPC began tracking this data in 1980 and is the lowest rate in the nation. The national average per capita rate is 2.33 officers per thousand.
- There were 325 murders in 2021, an increase of 5.9 percent over 2020, following a 47 percent increase the year before. This is the highest number of murders recorded since WASPC began collecting this data in 1980.
- Violent crime overall increased 12.3 percent; robbery increased 10.0 percent, and aggravated assaults increased 15.4 percent.
- There was a 60.9 percent drop in drug offenses, and a 73.6 percent fewer arrests related to drug use mainly due to the State Supreme Court's Blake decision.
- A total of 592 hate crime incidents were reported, an increase of 26 percent over 2020.
- There was a total of 1968 assaults on law enforcement officers in our state in 2021, with Clark County Sheriff Sgt. Jeremy Brown being murdered in the line-of-duty.
- Motor Vehicle Theft increased 27.3 percent in 2021, and Theft of Motor Vehicle Parts increased 100.0 percent. Seattle Officer Alexandra Harris, stopped to assist at the scene of a collision on I-5 when she was struck and killed by a passing motorist. Her personal vehicle was stolen from the scene by the driver of the original collision.

2021 Crime Report

Ellensburg at a Glance:

- Ellensburg 2021 population estimated 19,530 (OFM)
- 2021 - Officers per 1000 population – Total commissioned (1 to 1.48). Patrol Officers (1 to 1.02).
- Handled 16,350 calls in 2021. (8%) over 2020.
- Patrol officers averaged 818 calls per officer.
- Reported 1526 NIBRS crimes. -2.7% over 2020
- Made 627 NIBRS related arrest 2 more than 2020.

Concerning crime categories in 2021:

- Manslaughter- 6 (Controlled substance homicides)*
- Aggravated Assault - 31
- Robbery – 8*
- Theft - 515
- Motor vehicle theft - 41
- Destruction of property - 323
- Weapon Violations - 38*
- Domestic Offenses remained the same at 188.

Improved crime categories in 2021:

- Fraud -27%
- Pornography -75%
- Liquor violations -9%

Crime rate decreased 2.7 to 78.2

*highest recorded over last 9 years

2021 Crime Report

	2017	2018	2019	2020	2021
Murder	1	0	0	2	0
Manslaughter	0	1	0	0	6
Rape	11	13	11	9	10
Sodomy	0	1	0	0	0
Sexual Assault w/object	0	1	0	0	0
Fondling	7	13	5	12	8
Agg. Assault	16	23	30	35	31
Simple Assault	177	143	162	169	179
Intimidation	8	6	6	9	7
Kidnapping	1	0	1	1	1
Incest	0	0	0	0	0
Stat. Rape	0	2	0	0	1
Human Trafficking	0	0	0	0	0
Viol. No-Contact Order	73	83	75	62	69
Robbery	4	2	2	7	8
Burglary	64	87	86	90	95
Larceny-Theft	471	506	557	494	515
Motor Vehicle Theft	50	36	29	25	41
Arson	3	5	2	1	2
Destruction of Property	247	191	232	337	323
Counterfeiting/Forgery	23	13	20	28	17

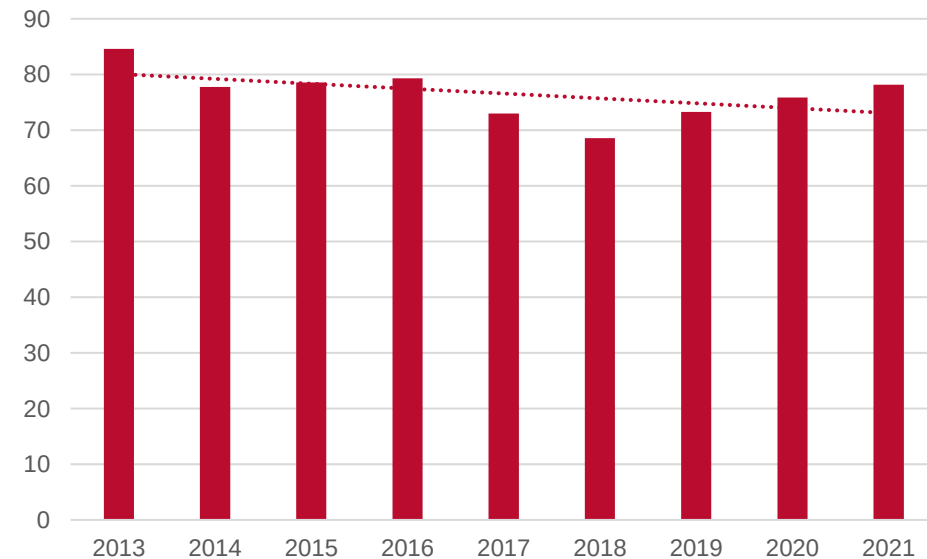
	2017	2018	2019	2020	2021
Fraud	69	56	81	101	74
Embezzlement	0	5	3	3	3
Extortion/Blackmail	1	2	0	4	6
Bribery	0	0	0	0	0
Stolen Property	23	16	14	18	23
Drugs/Narco	120	94	97	95	46
Drug Equip	34	30	25	26	20
Gambling	0	0	0	0	0
Pornography	5	5	6	4	1
Prostitution	0	1	1	2	0
Weapons Violations	18	23	16	28	38
Bad Checks	1	0	0	0	2
Curfew	0	0	0	0	0
Disorderly	87	73	19	10	20
DUI	129	75	75	38	36
Family Offenses	0	1	1	0	0
Liquor Violations	103	100	54	37	28
Peeping Tom	0	0	1	0	0
Trespass	19	41	49	52	48
All Other Offenses	39	63	55	43	56
Crime Rate Per 1000	73	68.6	73.3	75.9	78.2
Property Value	\$1,496,247	\$561,111	\$1,917,720	\$1,123,219	\$447,220

2021 Crime Report

	2017	2018	2019	2020	2021
Population	19550	19660	19960	20640	19510
Offense total	1428	1348	1464	1566	1526
#cleared	539	469	519	498	499
%cleared	37.7	34.8	35.5	31.8	32.7
Group A Arrest total	458	443	456	440	437
Adult Arrest	403	397	631	396	392
Juv Arrest	55	46	79	44	45

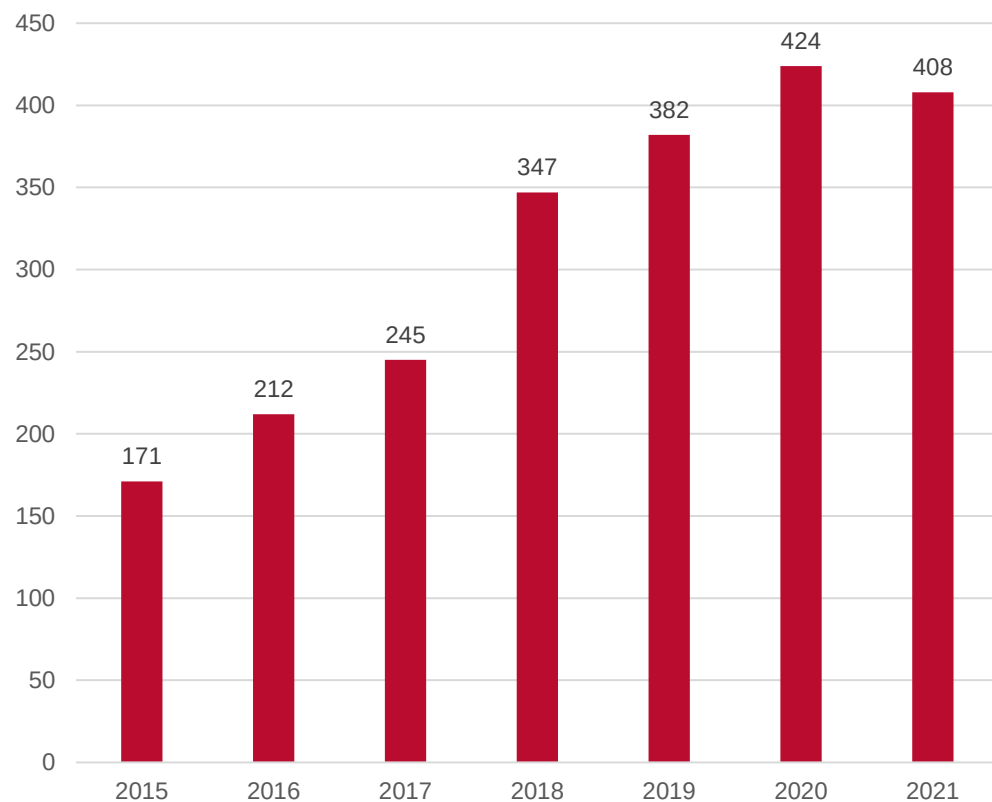
	2017	2018	2019	2020	2021
Crime Rate Per 1000	73	68.6	73.3	75.9	78.2
WASPC Rpt FTE	29	29	26	26	29
Offenses per FTE	49.2	46.5	56.3	60.2	52.6

Crime Rate Per 1000

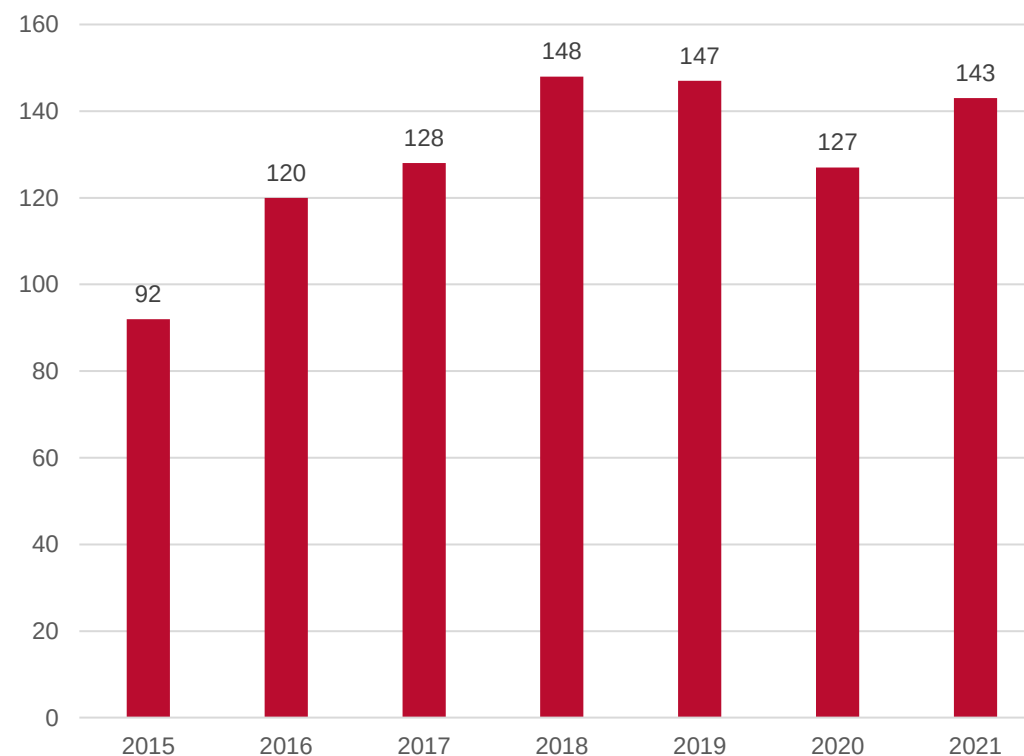


Mental Health Impacts

Mental Health Referrals

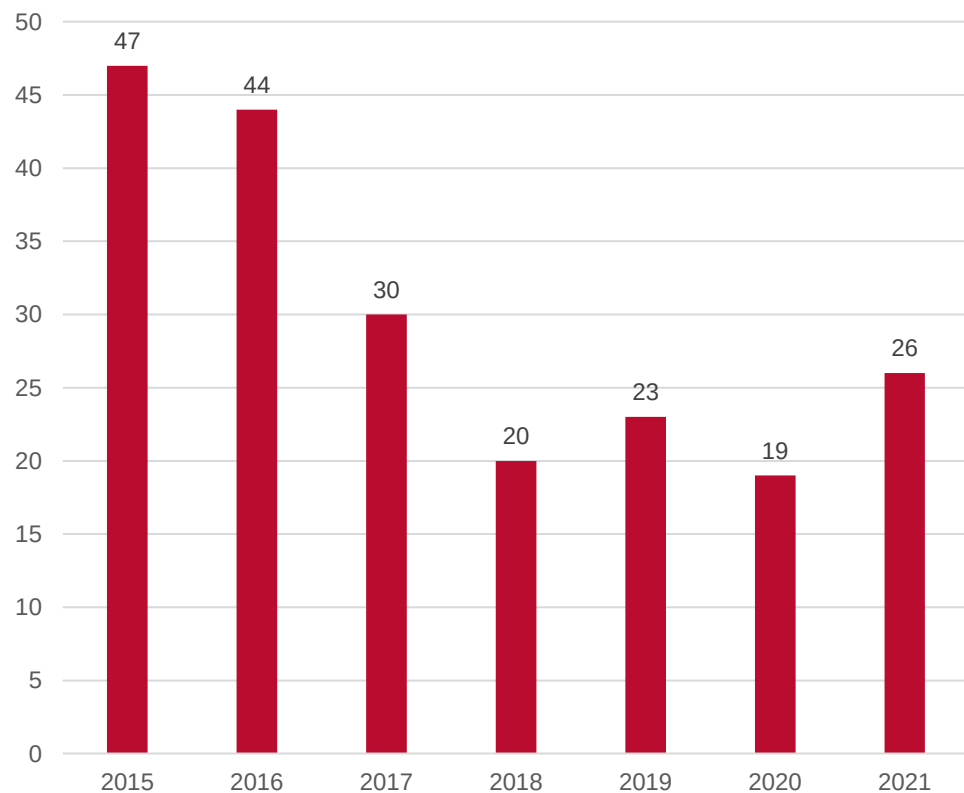


Suicidal Calls

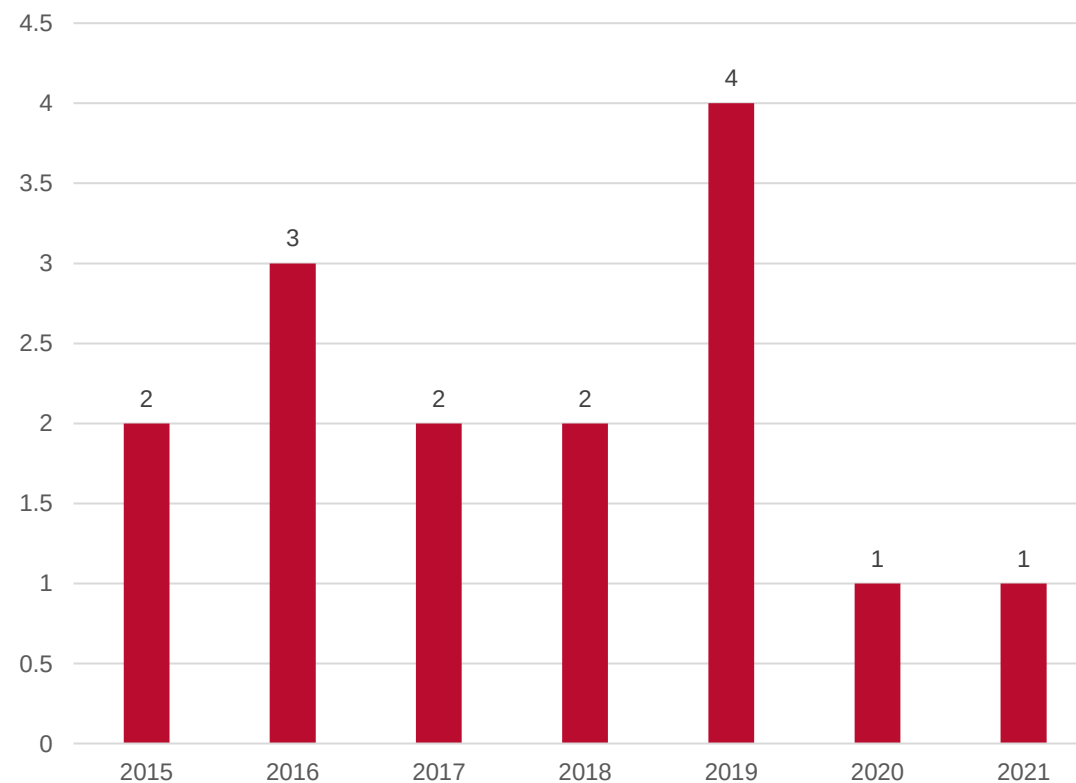


Mental Health Impacts

Suicide Attempts



Suicide Deaths



Substance Abuse Disorder

- 2021 Legislative Action in response to the Blake decision changed enforcement of drug possession laws.
- Post Blake, requires pre-enforcement referral for the first two contacts, followed by a referral to prosecution on the third, beginning July 25, 2021.
- Departments were left with creating a referral tracking system.
- Current drug possession law expires after the next legislative session, without a new law, all drug possession will become legal.
- In 2021 we had 39 drug overdoses resulting in 6 deaths. A 50% increase in deaths.
- The victims ranged in age between 16 and 30.
- We aggressively investigated these deaths which resulted in 5 arrests. One suspect fled to Hawaii to avoid arrest. He was arrested and brought back for prosecution for 2 of the deaths.
- Our drug arrests for 2021 were reduced by 54% compared to 2020 because of the law change.

Enforcement

2021 Criminal Enforcement Stats

	White	Hispanic	Black	Asian	Indigenous	Other	totals
Criminal enforcement	623	122	52	10	13	6	826
Total Individuals	468	88	39	7	11	6	619
Repeat offenders (2 or more)	80	13	6	2	2	0	103
Repeat offender's criminal enforce	248	38	18	5	4	0	313
Local offenders	297	51	22	6	7	4	387
non-local	171	37	17	1	4	2	232
Traffic violation involved	168	47	12	1	3	3	234
Mandatory Arrest crime (dv/wrnt)	157	24	19	3	4	1	208
Avg. Age	35	30	27	30	30	31	
Youngest	12	13	13	15	16	21	
Oldest	83	66	68	48	49	39	
Total Juv off	29	17	3	1	1	0	51
Total CWU off	12	1	3	0	0	0	16
Traffic viol %	26.97%	38.52%	23.08%	10.00%	23.08%	50.00%	28.33%
Mandatory arrest %	25.20%	19.67%	36.54%	30.00%	30.77%	16.67%	25.18%
Avg Offender to enfor total	1.33	1.39	1.33	1.43	1.18	1.00	1.33
Avg Repeat offenders to enfor total	3.10	2.92	3.00	2.50	2.00	0.00	3.04
Repeat offenders %	17.09%	14.77%	15.38%	28.57%	18.18%	0.00%	16.64%
Repeat offender's criminal enf	39.81%	31.15%	34.62%	50.00%	30.77%	0.00%	37.89%

2021 Offender Residency & Top 15

	White	Hispanic	Black	Asian	Indigenous	Other	Total
Offender residence @ time of contact							
Cle Elum/Roslyn offenders	21	0	0	0	1	0	22
King County offenders	34	4	4	1	1	1	45
Yakima County offenders	45	19	1	0	1	0	66
Grant County offenders	5	3	0	0	0	0	8
Out of State offenders	14	1	3	0	1	0	19
Top 15 Offenders	12	2	1	0	0	0	15
Total criminal enf	74	10	8	0	0	0	92

1 offender with 14

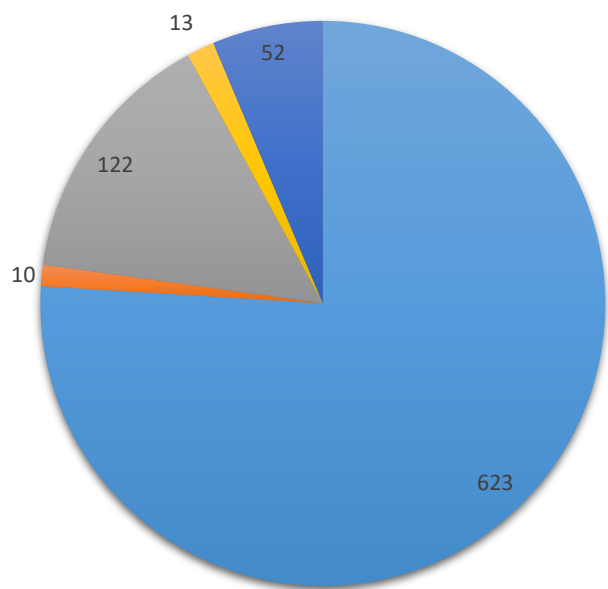
2 offenders with 8

2 offenders with 6

10 offenders with 5

Enforcement Data

2021 Criminal Contacts Demographics

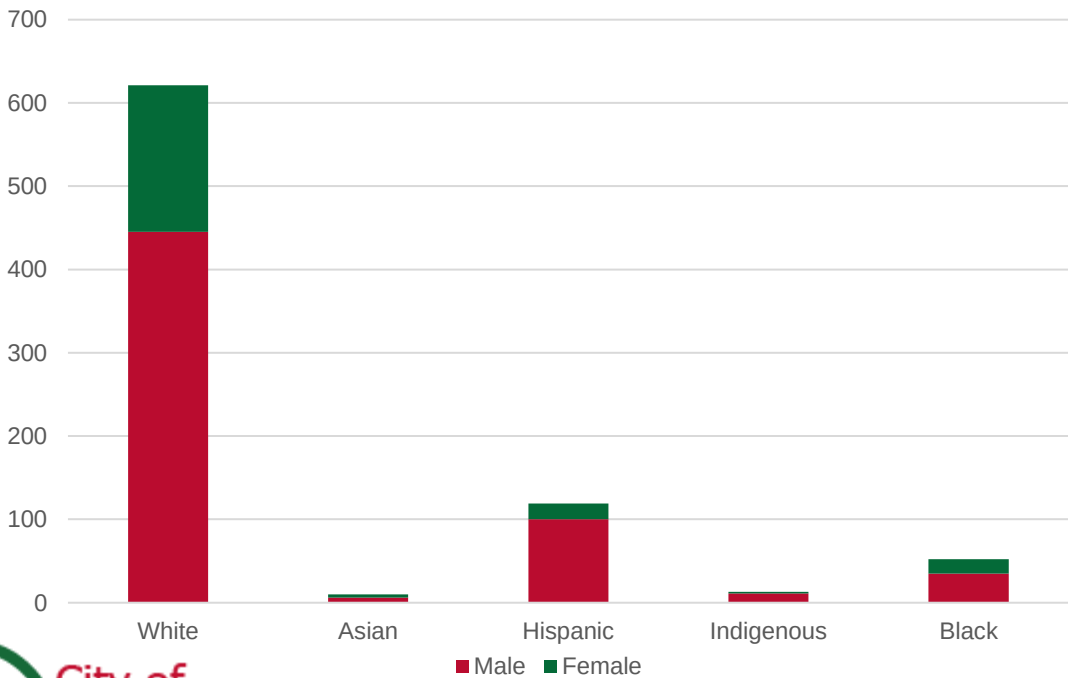


Race	#	%
White	623	76.0%
Asian	10	1.2%
Hispanic	122	14.9%
Indigenous	13	1.6%
Black	52	6.3%
Total	820	

* Note: 6 subject's race is unknown

Enforcement Data

2021 Criminal Contacts Demographics - Gender

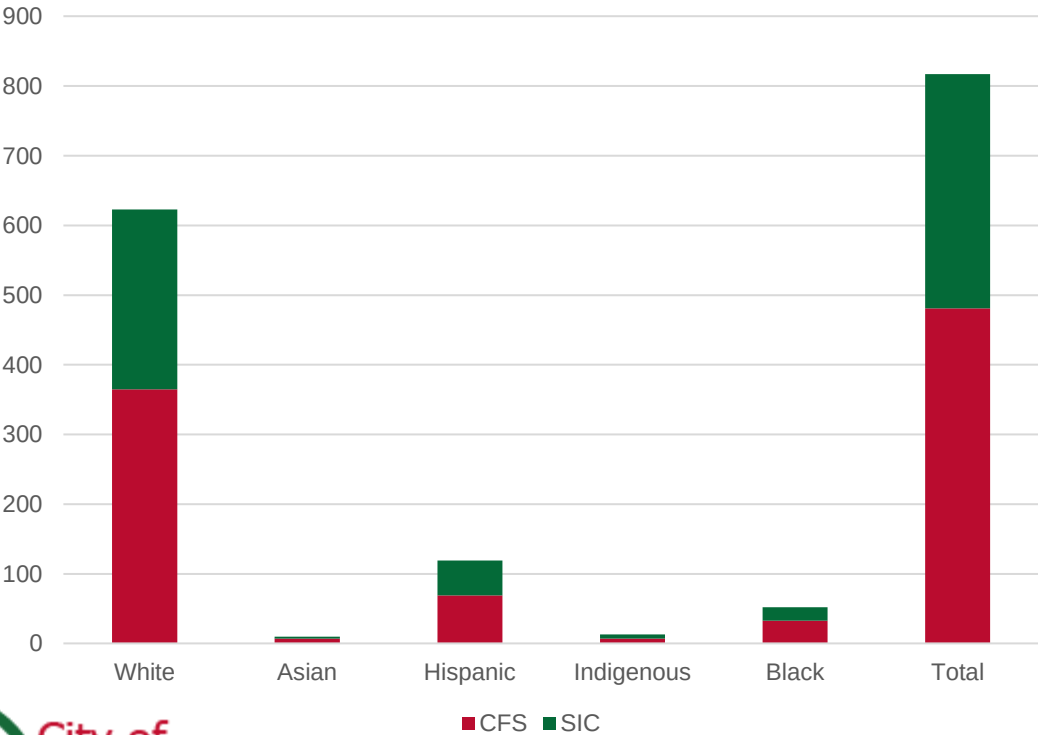


Gender	Male	Female
White	445	176
Asian	6	4
Hispanic	100	19
Indigenous	11	2
Black	35	17
Total	597	218



Enforcement Data

2021 Criminal Contacts Demographics Call type

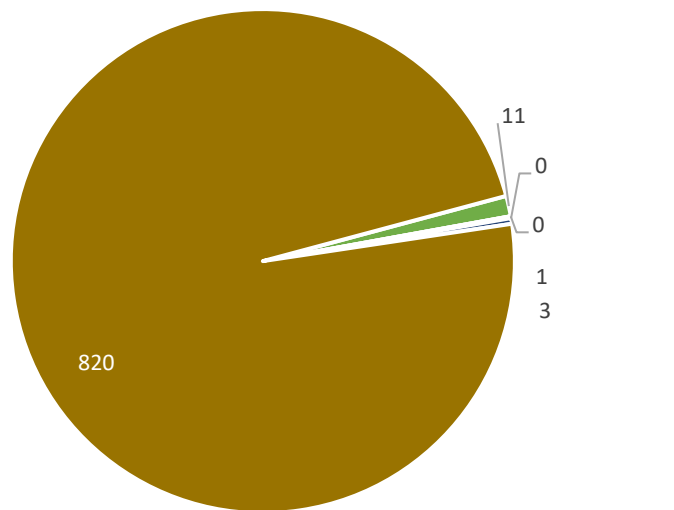


Call Type	CFS	SIC
White	365	258
Asian	7	3
Hispanic	69	50
Indigenous	7	6
Black	33	19
Total	481	336
	59%	41%

SIC= Self Initiated Contact
CFS = Calls for Service

Enforcement Data

2021 Criminal Contacts Demographics - CWU Student



CWU v. Total Criminal Contacts

White	11	1.3%
Asian	0	0.0%
Hispanic	1	0.1%
Indigenous	0	0.0%
Black	3	0.4%
Total CWU	15	2%



City of

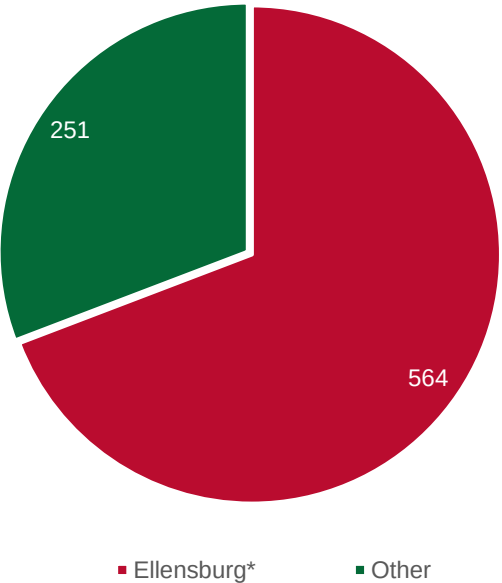
Ellensburg
WASHINGTON

■ White ■ Asian ■ Hispanic ■ Indigenous ■ Black ■ Total

Enforcement Data

2021 Criminal Contacts Demographics

Residence Comparison

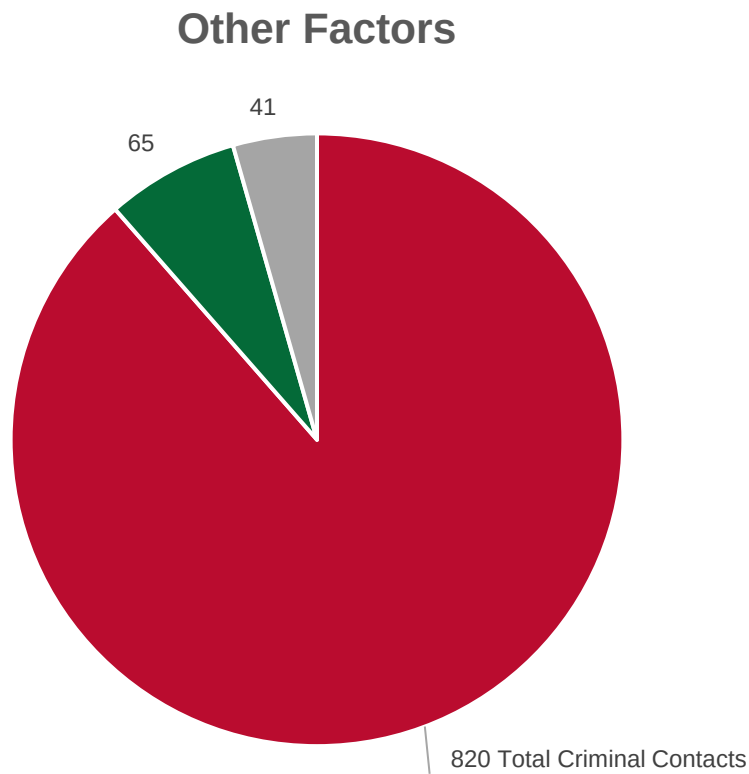


Residence	#	%
Ellensburg*	564	69%
Other	251	31%
Total	815	

Note – 5 are unknown

*CWU residents included

Enforcement Data

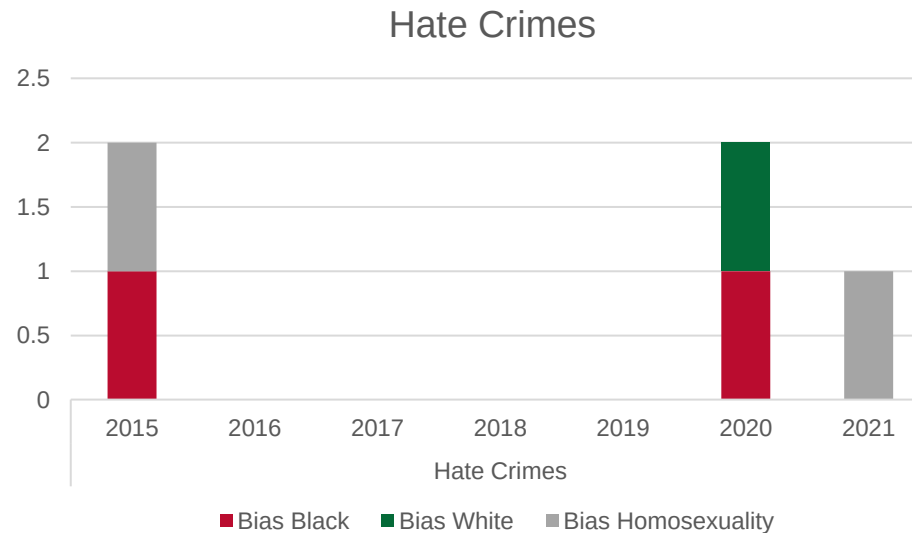


Other Factors

	Homeless	Mental Health
White	58	31
Asian	0	2
Hispanic	2	2
Indigenous	1	2
Black	4	4
Total	65	41
% of total	8%	5%

Hate Crime Reports

- **Definition: A criminal offense committed against a person or property which is motivated in whole or in part, by the offender's bias against a race/national origin, religion, sexual orientation, mental/physical/sensory disability, gender or ethnicity.**



Four of the five reported Hate crimes led to arrest

Kittitas County Law Enforcement

- **Jurisdictions & Responsibilities**

- **Police Departments** – Crime reduction, public safety, code enforcement & ACO
- **University Police** – Student safety, crime reduction, parking, facility support
- **Sheriff's Office** – Public Safety, crime reduction, search and rescue, civil responsibilities, jail operations, courthouse security.
- **WSP** – Traffic safety focused
- **Federal LE** – DEA, Homeland Security, ATF, Secret Service, ETC... – Federal violations.
- **Other** – DOL, DNR, LCB, Gambling Department, Forest Service, Game Department,

Offense & Arrest Totals

Offense total *					
	2017	2018	2019	2020	2021
Ellensburg PD	1428	1348	1464	1566	1526
Kittitas County	498	614	295	581	570
CWU	197	152	196	143	184
Cle Elum	215	213	197	255	230
Kittitas PD	13	0	0	0	0
Total	2351	2327	2152	2545	2510
EPD %	60.74%	57.93%	68.03%	61.53%	60.80%
Kittitas County %	21.18%	26.39%	13.71%	22.83%	22.71%
CWU %	8.38%	6.53%	9.11%	5.62%	7.33%
Cle Elum %	9.15%	9.15%	9.15%	10.02%	9.16%
Kittitas PD %	0.55%	0.00%	0.00%	0.00%	0.00%

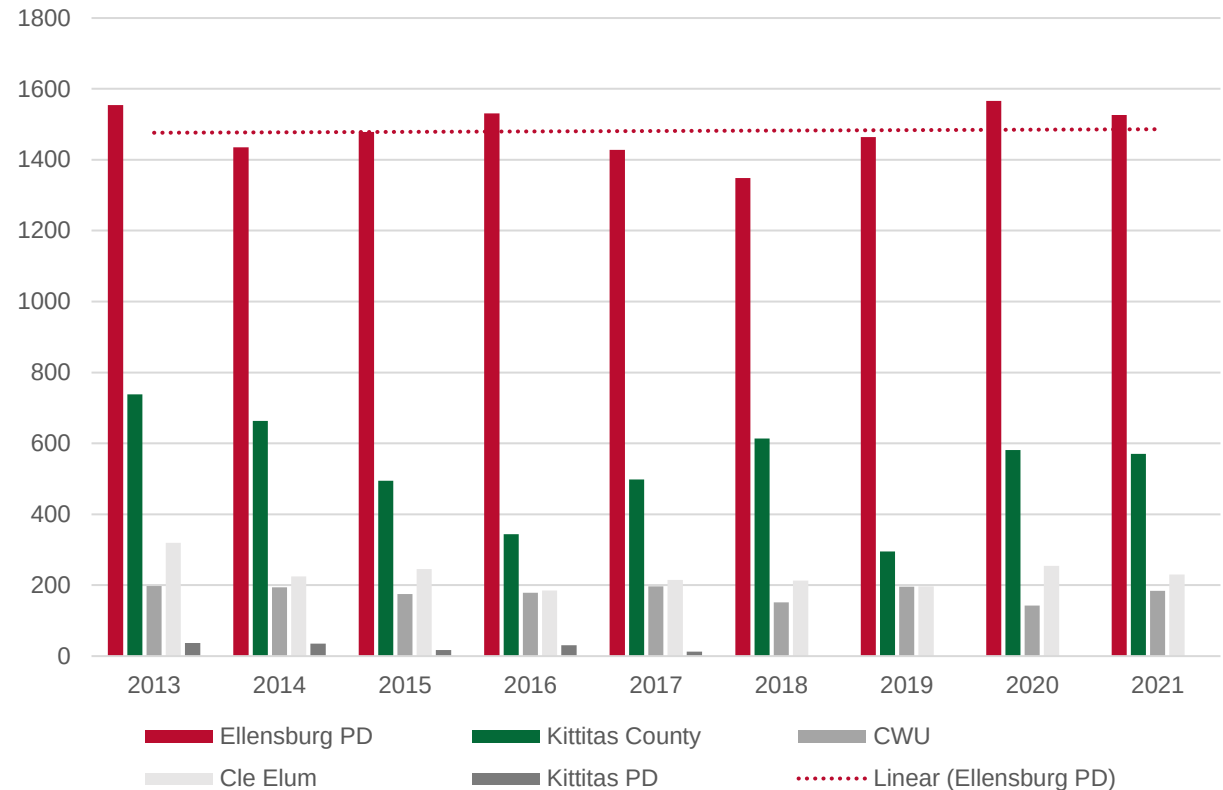
A + B Arrest total *					
	2017	2018	2019	2020	2021
Ellensburg PD	838	796	710	625	627
Kittitas County	211	214	173	136	98
CWU	42	35	92	48	20
Cle Elum	71	76	56	67	55
Kittitas PD	0	0			
Totals	1162	1121	1031	876	800
EPD %	72.12%	71.01%	68.87%	71.35%	78.38%
Kittitas County %	18.16%	19.09%	16.78%	15.53%	12.25%
CWU %	3.61%	3.12%	8.92%	5.48%	2.50%
Cle Elum %	6.11%	6.78%	5.43%	7.65%	6.88%
Kittitas PD %	0.00%	0.00%	0.00%	0.00%	0.00%

Agency Comparison

Part A & B NIBRS Arrest Total



NIBRS Offense total



In 2021 - EPD handled 61% of all reported crimes
EPD made 78% of all arrests

Partnerships

- **Federal, state and local LE agencies.**
- **First Responder agencies**
- **Mental Health Organizations**
- **Substance Abuse Organizations**
- **Homelessness and Basic needs organizations**
- **Ellensburg School District**
- **CWU**
- **Public Health and KVH**
- **Federal, State and Local Government**

Future

- **Data Driven focus on crimes and criminals.**
- **Victim centered services.**
- **Continued support for mental health, substance abuse and homelessness.**
- **Improved efficiencies and services.**
- **Increased community engagement & transparency.**

Demographic Tracking

- Tracked daily
- Monitors Criminal data
- Age, gender, contact type, residence, and other factors.
- Reported monthly
- YTD crime trends are included in the report.



2021 vs 2022 Criminal Contacts Comparison

	White	Black	Indig	Asian	Hisp	Other	Total		White	Black	Indig	Asian	Hisp	Other	Total
January	61	7	2	3	9	0	82		45	3	1	2	6	0	57
February	34	1	0	0	12	0	47		49	5	2	0	9	0	65
March	35	6	2	0	8	0	51		64	2	2	0	12	0	80
April	43	3	0	2	11	1	60		64	5	0	1	13	3	86
May	60	4	0	1	15	1	81		95	18	2	0	17	0	132
June	52	3	1	2	6	0	64		82	10	0	0	9	0	101
July	42	2	2	0	5	1	52		76	20	4	1	12	1	114
August	42	3	1	0	9	0	55		32	1	1	0	6	0	40
September	50	6	1	0	8	1	66		0	0	0	0	0	0	0
October	62	7	1	0	13	0	83		0	0	0	0	0	0	0
November	68	5	1	1	13	1	89		0	0	0	0	0	0	0
December	74	5	2	1	13	1	96		0	0	0	0	0	0	0
Total	623	52	13	10	122	6	826		507	64	12	4	84	4	675
Monthly Avg	51.9	4.3	1.1	0.8	10.2	0.5		% of	45%	142%	57%	-50%	20%	100%	1-Aug
Comp	2021	2022		diff	%		Juvenile	2021	2022		change				
Jan	61	57		4	-6.6		Jan	3	0						
Feb	95	122		27	28.4		Feb	2	5						
Mar	180	202		22	12.2		Mar	1	11						
Apr	240	288		48	20.0		Apr	6	8						
May	321	420		99	30.8		May	2	7						
Jun	385	521		136	35.3		Jun	3	8						
Jul	437	635		198	45.3		Jul	6	9		108%				
Aug	492	675		183	37.2		Aug	3							
Sep	558						Sep	2							
Oct	641						Oct	12							
Nov	730						Nov	9							
Dec	826						Dec	10							
							total	59	48						96

Data Sharing

ELLENSBURG POLICE DEPARTMENT MEMORANDUM

TO: Heidi Behrends Cerniwey, City Manager
FROM: Ken Wade, Chief of Police
SUBJECT: July 2022 MSR
DATE: August 9, 2022



People: On August 25, at 11:00 AM, Police Officer Erick Quezada will graduate from the basic law enforcement academy with the 840th Class. Officer Quezada will return to Ellensburg and begin his field training with FTO Corp Kliff Caillier on August 28.

Events: Don't forget to mark your calendar for August 18, for the annual "Cop-on-Top" fundraiser to benefit Special Olympics. Officers and staff volunteer their time to help raise awareness of the Special Olympics and wonderful athletes who compete in the many events. This event will be held at the Ellensburg Fred Meyers.

YEAR-TO-DATE CRIME TRENDS: January – July 2021 vs 2022. Trends.

Child/youth crimes:

- Alcohol related crimes involving minors have increased 12 (133%).
- CPS referrals are down 11 (-17%)
- Abuse and neglect are up 7 (46%)
- Runaway offenses are 9 (35%)
- Child Molesting increased by 3 (150%)
- Child Assaults are equal to last year with 5 (0%)

Drug and Alcohol crimes.

- Drug arrests are down 21 (-42%) *Law change
- DUI arrests are up 8 (27%)

Violent Crimes.

- Sex Offenses increased 4 (25%)
- Assaults increased 5 (4%)
- Robberies increased 6 (150%)
- Weapons complaints are up 1 (3%)

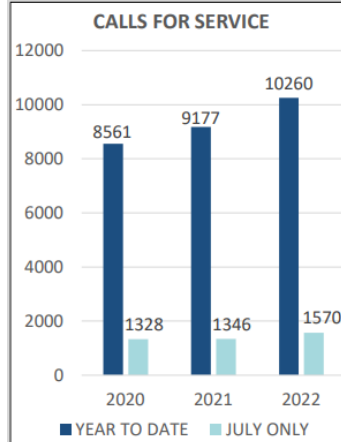
Other crimes.

- Criminal Trespass is up 125 (50%)
- Harassments are up 28 (20%)



ELLENSBURG POLICE DEPARTMENT - JULY 2022

The following is intended to highlight the work and accomplishments of the various divisions from the previous month's activities.



Top 3 Active Areas for July:

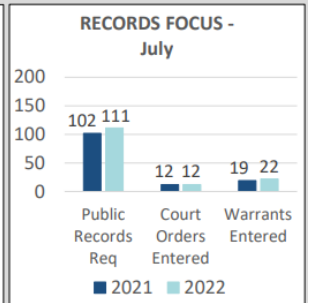
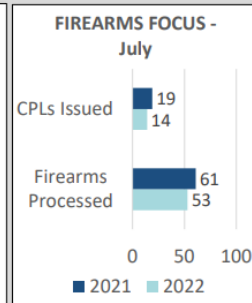
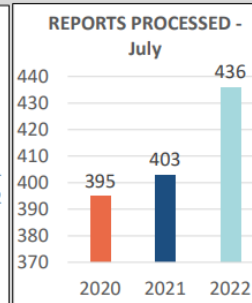
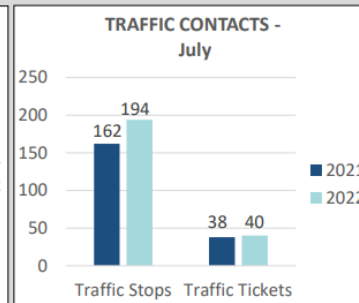
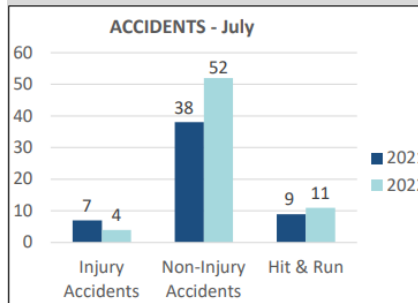
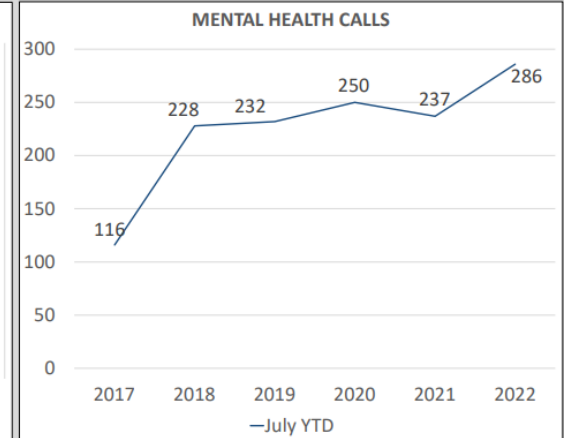
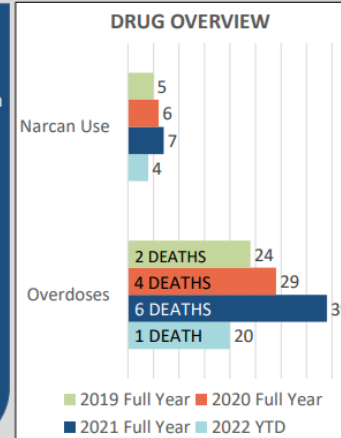
A10 (138 calls/9%)
(Umptanum Rd to South of I90, Canyon Rd to Bull Rd)

A11 (118 calls/7%)
(Dolarway RD to Umptanum RD. Irene Rinehart Park to Water Street)

A5 (107 calls/7%)
(W 1st Ave to Mountain View Ave, S Water St to S Ruby St)

Top 3 Call Types:

Animal Complaint (95 calls/6%)
 Suspicious (91 calls/6%)
 Welfare Check (80 calls/5%)

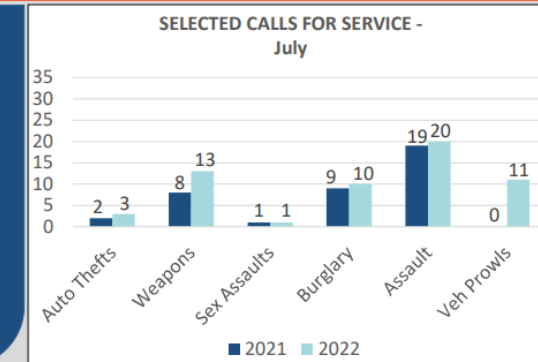


DETECTIVES AT A GLANCE - July

Crimes Against Persons: 11
 Property Crimes: 0
 Other: 0

Notes:

- *2 CPS Referrals
- *Grant County Shooting
- *1 Fraud
- *1 Manslaughter
- *1 APS Referral
- *1 Robbery



Code Enforcement July:

Downtown Tickets: 30
 RPZ Tickets: 3
 Other Parking Tickets: 30
 Proactive Contacts: 183

74 Animal licenses issued, 19 of those online

5 volunteers contributed 43.25 volunteer hours at the shelter.

Animal Control July:

Animal Impounds: 29
 Dispositions: 29
 Euthanasias: 2
 Bite Investigations: 2
 Declared Dangerous: 0
 Calls for Service: 6
 City Park Violations: 0
 Daily Av of Animals in Care: 14

Thank you for your time

Questions?



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Surplus of City-owned property on Dolarway Road and Approval of Purchase and Sale Agreement for the Surplus Property

Submitted by: Terry Weiner City Attorney Department

Recommended Action or Motion:

1. Adopt Resolution 2022-32 declaring as surplus certain property on Dolarway Road that is the subject of a Boundary Line Adjustment between the City and Solar Dolar, Inc.; and
2. Approve Purchase and Sale Agreement with Solar Dolar, LLC. and authorize the City Manager to execute the Agreement and any documents required to complete the transaction.

Background/Summary: Council has declared several parcels of property along Dolarway Road as surplus since 2017. Some of the parcels were purchased by Solar Dolar, LLC. One of those properties, Kittitas County Parcel 955942, abuts City-owned parcel 955943 to the east. Solar Dolar, Inc. expressed interest in purchasing a portion of the City's parcel in order to add additional parking on its parcel. Staff determined a boundary line adjustment (BLA) between the two parcels would be the most efficient way to complete the sale. Therefore, the City and Solar Dolar commenced the BLA process while the City obtained an appraisal of the property, determined to be approximately .46 acres (approximately 40 feet wide x 503.96 feet long, or 20,158 square feet). The agreed purchase price of \$50,396 is consistent with the appraisal.

Previous Council Action: None specific to this property; as mentioned, other City-owned parcels have been declared surplus and sold over the past five years.

Analysis: The property in question is not needed for City purposes. The width of the City's adjusted lot size will still allow the City adequate access to service utilities in the area.

Financial Impact: Sale proceeds will be deposited to the City's general fund.

Attachments:

[Resolution 2022-32 Approving Surplus of Dolarway - BLA Property](#)

RESOLUTION NO. 2022-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, declaring as surplus to the City of Ellensburg's needs the real property on Dolarway Road to be included as part of a boundary line adjustment consisting of the western 60 feet of Kittitas County Tax Parcel 955943 and more particularly depicted in Exhibit A to this agreement, referred to as "the Property," and authorizing the Mayor and/or City Manager to execute the Agreement for the Purchase and Sale of Real Estate and other related documents for the sale of the Property being declared surplus by the City of Ellensburg ("City") to Solar Dolar, LLC ("Solar Dolar").

WHEREAS, the City and Solar Dolar are parties to a pending boundary line adjustment between Kittitas County Tax Parcel 955943, owned by the City, and Kittitas County Tax Parcel 955942, owned by the Seller (the "BLA"), which is pending completion and contingent on approval by the Ellensburg City Council of the surplus of the Property and approval of the Purchase and Sale Agreement between the parties; and

WHEREAS, the BLA will result in will result in adjustment of the east-west boundary between Kittitas County Tax Parcel 955943 (owned by the City) and Kittitas County Tax Parcel 955942 (owned by Solar Dolar) eastward by approximately 40 feet, resulting in an increase in size to Solar Dolar's Tax Parcel 955942 of approximately .46 acres (approximately 40 feet wide x 503.96 feet long, or 20,158.4 square feet); and

WHEREAS, the City commissioned an appraisal of the subject property, and the proposed purchase price for the Property offered by Solar Dolar in the amount of \$50,396.00 is an amount equal to the fair market value of the lot based on the appraised value; and

WHEREAS, the Ellensburg City Council held a duly noticed hearing on September 19, 2022 in accordance with the provisions of Chapter 2.06 of the Ellensburg City Code ("ECC") for the purpose of declaring the Property as surplus to the City's needs and reviewing the proposed sale of the Property to Solar Dolar; and

WHEREAS, the City Council hereby finds the Subject Property to be surplus to the City's needs and no longer required for municipal purposes, and the disposition of such property shall be through a negotiated Purchase and Sale Agreement, attached hereto as Exhibit 1 and consistent with Chapter 2.06 ECC, that will best serve the common public benefit;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AS FOLLOWS:

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

Section 2. The Property described herein is hereby declared surplus to the City of Ellensburg's needs and is no longer required for providing municipal services.

Section 3. The disposition of the City's property as authorized herein shall be by a negotiated Purchase and Sale Agreement (Exhibit 1) with Solar Dolar pursuant to Chapter 2.06 ECC.

Section 4. The Mayor and/or City Manager are hereby authorized to execute the PSA for purchase of the surplus property described above to Solar Dolar. The Mayor and/or City Manager are also authorized to execute all other documents necessary to complete the sale of the Property as set forth herein.

Section 5. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

ADOPTED by the City Council of the City of Ellensburg this 19th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this 19th day of September, 2022 between the City of Ellensburg, a Washington municipal corporation ("Seller"), and Solar Dolar, LLC, a Washington Limited Liability Corporation ("Buyer"), referred to collectively as "the Parties."

1. Purchase and Sale of Property. Seller agrees to sell, and Buyer agrees to purchase from Seller, approximately .46 acres (approximately 40 feet wide x 503.96 feet long, or 20,158.4 square feet) of property on Dolarway Road identified as the western 40 feet of Kittitas County Tax Parcel 955943 and more particularly depicted in Exhibit A to this agreement, together with all privileges, rights, improvements, and appurtenances thereunto belonging (the "Property"), as more fully set forth below.

1.1 The Property. The land involved in this transaction is the subject of a Boundary Line Adjustment ("BLA") between Kittitas County Tax Parcel 955943, owned by the Seller, and Kittitas County Tax Parcel 955942, owned by the Buyer. As depicted in Exhibit A, the property being acquired by the Seller is the subject of a BLA between the Parties, which will result in adjustment of the east-west boundary between Kittitas County Tax Parcel 955942 (owned by Buyer) and Kittitas County Tax Parcel 955943 (owned by Seller) eastward by approximately 40 feet. Seller will deposit the executed BLA "property segregation" with the Escrow Agent, which will be filed with the Kittitas County Auditor as part of Closing. In the event Closing does not occur or this Agreement is otherwise terminated, the Escrow Agent shall return the BLA documentation to Seller and Buyer agrees that the BLA shall automatically terminate.

1.3. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.4. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations.

1.5. Conveyance; Deed Restriction. The real property described in Section 1 shall be conveyed to Buyer by Warranty Deed subject only to the permitted exceptions and free and clear of all encumbrances and defects that interfere with Buyer's intended use of the Property, in Buyer's sole and absolute discretion.

1.6 City Property Declared to be Surplus to the City's Needs. The City warrants that its City Council declared in Resolution 2022-32 as surplus to the City's needs the Property identified in Section 1 above, and that in declaring the property surplus it has followed the required legal procedures for declaring the Property surplus and selling the Property to Buyer.

2. Purchase Price; Payment.

2.1 Purchase Price; Earnest Money. Subject to the terms of this Agreement, Buyer shall pay to Seller as the Purchase Price for the Property the sum of Fifty Thousand, Three-hundred and Ninety-six Dollars and no/100ths (\$50,396.00). The earnest money under this Agreement will be in the sum of Five Thousand Dollars and no/100ths Dollars (\$5,000.00), which will be held by the closing agent and applied to the Purchase Price paid at closing. Buyer will deposit the Earnest Money with the closing agent within ten (10) days of the Executed Contract Date (defined in Section 3.1) of this Agreement by Buyer and Seller.

2.2 Cash Purchase. Not later than 10 a.m., Pacific time, on the Closing Date (as defined in Section 4.2), Buyer shall deposit with the Escrow Holder (as identified in Section 4), via wire transfer, the Purchase Price set forth in Section 2.1, less the amount of Earnest Money deposited with the Escrow Holder, together with the Buyer's share of closing costs and prorations.

2.3 Costs Upon Termination. If this Agreement is properly terminated, any costs authorized under this Agreement to be advanced from the earnest money deposit will be deducted before the remaining earnest money is refunded to Buyer or forfeited to Seller if and as permitted under this Agreement. If a dispute arises regarding the disbursement of the earnest money, the closing agent may interplead the earnest money and interest earned thereon into the registry of the superior court of the county in which the real property subject to this Agreement is situated pursuant to RCW 64.04.220 and the closing agent will recover all reasonable costs and attorney fees associated with the interpleader action incurred by the closing agent from the earnest money before any other disbursements from the earnest money are made.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent.

3.1. Executed Contract. The "Executed Contract Date" is the date that both parties have signed this Agreement. If the Agreement is signed on different days, the Executed Contract Date is the date of the last signing party. Both Buyer and Seller must sign this Agreement within fifteen (15) days of approval from the Ellensburg City Council. If signatures are not received by both parties within fifteen (15) days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Title Review. Prior to or within ten (10) days after the Executed Contract Date, Seller shall order from AmeriTitle title company, Ellensburg, WA, (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein.

3.4. Due Diligence; Inspection. Upon execution of this Agreement by both parties, Buyer is granted a due diligence period until and including thirty (30) days after the Executed Contract Date. Said due diligence period may be extended an additional thirty (30) days upon written notice delivered to Seller. Buyer may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues regarding the Property. Buyer shall have the right to make a physical inspection of the Property. If the results of said review and inspection are unsatisfactory in Buyer's sole absolute discretion, Buyer may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Buyer under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other; provided that in such event, Buyer shall be entitled to a refund of the earnest money.

4. Escrow Holder; Closing. Upon execution of this Agreement, or as soon thereafter as is convenient, the parties shall open an escrow with AmeriTitle, 101 West Fifth Street, Ellensburg, Washington, 98926, attention Schiree Minor, telephone number (509) 925-1477 (the "Escrow Holder") for the purpose of closing the purchase and sale of the Subject Property. Escrow shall close no later than the Closing Date specified in Section 4.2, below, provided that closing will be subject to Seller being in a position to convey title to the Subject Property and subject to the satisfaction of the conditions precedent set forth in Paragraph 3 above. On or before the date of closing, Buyer shall deliver to the Title Company the Purchase Price for the Property, whereupon the Title Company shall issue a standard owner's policy of title insurance in the full amount of the Purchase Price, Title Company shall record and deliver to Buyer the standard owner's policy of title insurance.

4.1. Closing Costs. Seller and Buyer shall each pay one-half (1/2) of the costs of a standard form title policy. Buyer shall pay any excess premium attributable to any extended coverage title policy. This sale of the Seller's property to Buyer is not subject to the state Real Estate Excise Tax pursuant to RCW 82.45.010(3)(n).

4.2. Closing Date. The closing of the transaction, payment to Seller, and delivery of all items shall occur at AmeriTitle, Ellensburg, WA, and shall occur on a date specified by Buyer and occurring within 45 days of Buyer's notice to Seller that all conditions precedent to closing have been deemed satisfied or waived by Buyer in Buyer's sole absolute discretion. In the event closing shall not have occurred within 180 days after the Execution Date, this agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

5. Covenants, Representations and Warranties.

5.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

5.1.1. From the date of this Agreement through the closing date (the “Contract Period”), the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Buyer’s prior written consent.

5.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Buyer’s prior written consent.

5.1.3. Seller shall remove all disapproved exceptions including all monetary liens affecting the property prior to closing.

5.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller’s past practices relative to the Property and so as not to cause waste to the Property.

6.1. Seller’s Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Buyer with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Buyer may elect to terminate this Agreement. Upon Buyer’s election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other; provided that in such event, Buyer shall be entitled to a refund of the earnest money.

6.1.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken, inclusive of obtaining the consent and approval to this Agreement and to any conveyance instrument required herein by any person or persons holding a monetary lien interest in the Property. Consummation of this transaction will not breach any agreement to which Seller is a party. Buyer shall have no obligation to pay any funds prior to, at, or following closing to any third party, including any person or persons holding a monetary lien interest in the Property.

6.1.2. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.1.3. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a governmental body or regulatory agency which would materially and adversely affect the Property.

6.1.4. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.1.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

6.1.6. Seller is a municipal corporation organized under the laws of the State of Washington and owns the Property, which is otherwise subject to no unrecorded leases, easements, encumbrances or other agreements affecting the property except as shown on the Preliminary Title Report.

6.1.7. To the knowledge of Seller: (a) no hazardous substances are, will be, or have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations; (b) the Property is in material compliance with all applicable environmental, health and safety requirements; and (c) any business heretofore operated on the Property has disposed of its waste in accordance with all applicable statutes, ordinances and regulations. Seller has no actual notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

6.2. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, each of which shall be true on the date hereof and on the date of closing:

6.2.1. Buyer has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Buyer necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken.

6.2.2. Buyer represents that it has sufficient funds to close this transaction.

6.2.3. To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending or threatened against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

6.2.4. No bankruptcy, insolvency, reorganization, or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Buyer's knowledge, has been threatened in writing, against Buyer.

6.3. Survival of Covenants. The covenants, representations, and warranties contained in Sections 5 and 6 of this Agreement shall survive the delivery and recording of the Warranty Deed from the Seller to the Buyer.

7. Casualty and Condemnation. If, prior to closing, any of the Property is destroyed or materially damaged by fire or other casualty, Buyer may (a) elect to terminate this Agreement and have all of the earnest money returned to Buyer or (b) continue to closing and have all rights to any property insurance claims and/or proceeds that result from said destruction or damage assigned to Buyer at the time of closing.

8. Default Remedies. If Seller, without legal right, refuses or otherwise fails to complete the transaction contemplated in this Agreement, Buyer may seek specific performance, damages, or any other remedy available at law or equity. If Buyer, without legal right, refuses or otherwise fails to complete the transaction contemplated in this Agreement, Seller's remedy will be limited as follows: the earnest money deposit will be forfeited to Seller as Seller's sole and exclusive remedy for such refusal or failure.

9. Miscellaneous.

9.1. Finder's Fee. Buyer and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

9.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

9.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO BUYER:

Solar Dolar, LLC
Jeff Greear
940 Southridge Dr.
Ellensburg, WA 98926

TO SELLER:

Heidi Behrends Cerniwey, City Manager
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of actual delivery thereof or three (3) days after having been mailed as provided above, as the case may be.

9.4. Amendment. This Agreement may be amended only by the written agreement of each of the parties to this Agreement.

9.5. Assignment. Except as otherwise expressly provided in this Agreement, Buyer may not assign this Agreement or Buyer's rights hereunder without Seller's prior written consent, which consent may not be unreasonably withheld or delayed; provided, however, Buyer, with written notice to Seller, is permitted to assign Buyer's interest under this Agreement to an entity wholly owned by Buyer.

9.6. Attorneys' Fees and Costs. If any party to this Agreement brings a legal action to interpret or enforce this Agreement, the substantially prevailing party in the action will be entitled to an award of the reasonable attorneys' fees and costs it incurs in the action, whether in arbitration, at trial, on appeal, or in a bankruptcy proceeding.

9.7. Governing Law and Venue. This Agreement will be interpreted, construed, and governed by the laws of the State of Washington. The exclusive venue for any legal action to interpret or enforce this Agreement shall be in Kittitas County Superior Court.

9.8. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

9.9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning that renders the provision valid.

9.10. Exhibits. All exhibits attached hereto shall be incorporated by reference as if set out in full herein.

9.11. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Buyer and Seller only upon its execution by an authorized representative of each such party.

9.12. Construction; Role of Legal Counsel. The parties acknowledge that each party has reviewed this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto. If Buyer has any

questions regarding this Agreement and any addenda, attachments, or other related documents, Buyer should consult an attorney or tax advisor of Buyer's own choice. Buyer, by the signature appearing below, agrees and affirms that it has had an adequate opportunity to secure independent legal counsel of its own choosing to review this Agreement and the documents attached hereto.

9.13. Counterparts. This Purchase and Sale Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.14. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

9.15. Merger. The delivery of the Warranty Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Buyer shall affect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the closing.

9.16. Complete Agreement. This Agreement represents and contains the entire understanding between the parties related to the acquisition of the Property. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

9.17. Scrivener. The party drafting this Agreement is the Seller. The Seller makes no representations regarding the rights or responsibilities of Buyer under this Agreement. Buyer is encouraged to review the completed contract with legal counsel before signing this Agreement.

9.18 Waiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

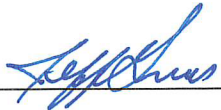
9.19 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

BUYER:

SOLAR DOLAR, LLC



Date: 8-30-2022

SELLER:

**CITY OF ELLENSBURG, WASHINGTON,
a Washington municipal corporation**

By: Heidi Behrends Cerniwey
Its: City Manager

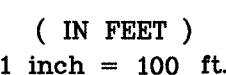
Date: _____

Approved by Legal Counsel for the
City of Ellensburg:

By: Terry Weiner, City Attorney

EXHIBIT A

Description and Depiction of Property
(following page)



—●— SET 5/8" REBAR W/ CAP
—○— FOUND PIN & CAP
—x— FENCE

LEGAL DESCRIPTIONS

ORIGINAL PARCEL DESCRIPTIONS

PARCEL C OF THAT CERTAIN SURVEY RECORDED FEBRUARY 13, 2018, IN BOOK 41 OF SURVEYS AT PAGE 100, UNDER AUDITOR'S FILE NO. 201802130015, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND

PARCEL 4 OF THAT CERTAIN SURVEY RECORDED JULY 15, 2020, IN BOOK 43 OF SURVEYS AT PAGE 2, UNDER AUDITOR'S FILE NO. 202007150025, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

NEW PARCEL DESCRIPTIONS

PARCEL C2

PARCEL C2 OF THAT CERTAIN SURVEY RECORDED August 30, 2022, IN BOOK 45 OF SURVEYS AT PAGES 6, UNDER AUDITOR'S FILE NO. 2022 08300027, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF PARCEL C OF THAT CERTAIN SURVEY RECORDED FEBRUARY 13, 2018, IN BOOK 41 OF SURVEYS AT PAGE 100, UNDER AUDITOR'S FILE NO. 201802130015, RECORDS OF SAID COUNTY; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL 4B

PARCEL 4B OF THAT CERTAIN SURVEY RECORDED August 30, 2022, IN BOOK 45 OF SURVEYS AT PAGES 6, UNDER AUDITOR'S FILE NO. 202208300022, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF PARCEL 4 OF THAT CERTAIN SURVEY RECORDED JULY 15, 2020, IN BOOK 43 OF SURVEYS AT PAGE 2, UNDER AUDITOR'S FILE NO. 202007150025, RECORDS OF SAID COUNTY; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

NOTES:

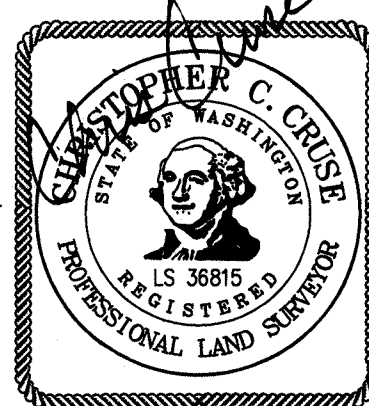
1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND/OR SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION, BASIS OF BEARINGS AND ADDITIONAL INFORMATION, SEE BOOK 41 OF SURVEYS, PAGE 234 AND THE SURVEYS REFERENCED THEREON.
4. THIS PROPERTY IS LOCATED IN THE AO DEPTH 2 FLOOD ZONE ON FEMA FIRM PANEL 53037C1277D. AS SUCH, ANY FUTURE DEVELOPMENT MAY REQUIRE ADDITIONAL LAND USE PERMITS.
5. THE PURPOSE OF THIS SURVEY IS TO PROVIDE NEW PARCEL DESCRIPTIONS FOR A CITY OF ELLENSBURG BOUNDARY LINE ADJUSTMENT APPLICATION P-21-130.
6. THIS SURVEY SUPERSEDES THE SURVEY RECORDED IN BOOK 44 OF SURVEYS AT PAGE 228.

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF ELLENSBURG in JULY of 2022.

CHRISTOPHER C. CRUSE
Professional Land Surveyor
License No. 36815

DATE 8/26/2022



AUDITOR'S CERTIFICATE

Filed for record this 30th day of August
2022, at 1:06 P.M., in Book 45 of Surveys at
page(s) 6 at the request of Cruse & Associates.

JERALD V. PETTIT BY:
KITTITAS COUNTY AUDITOR

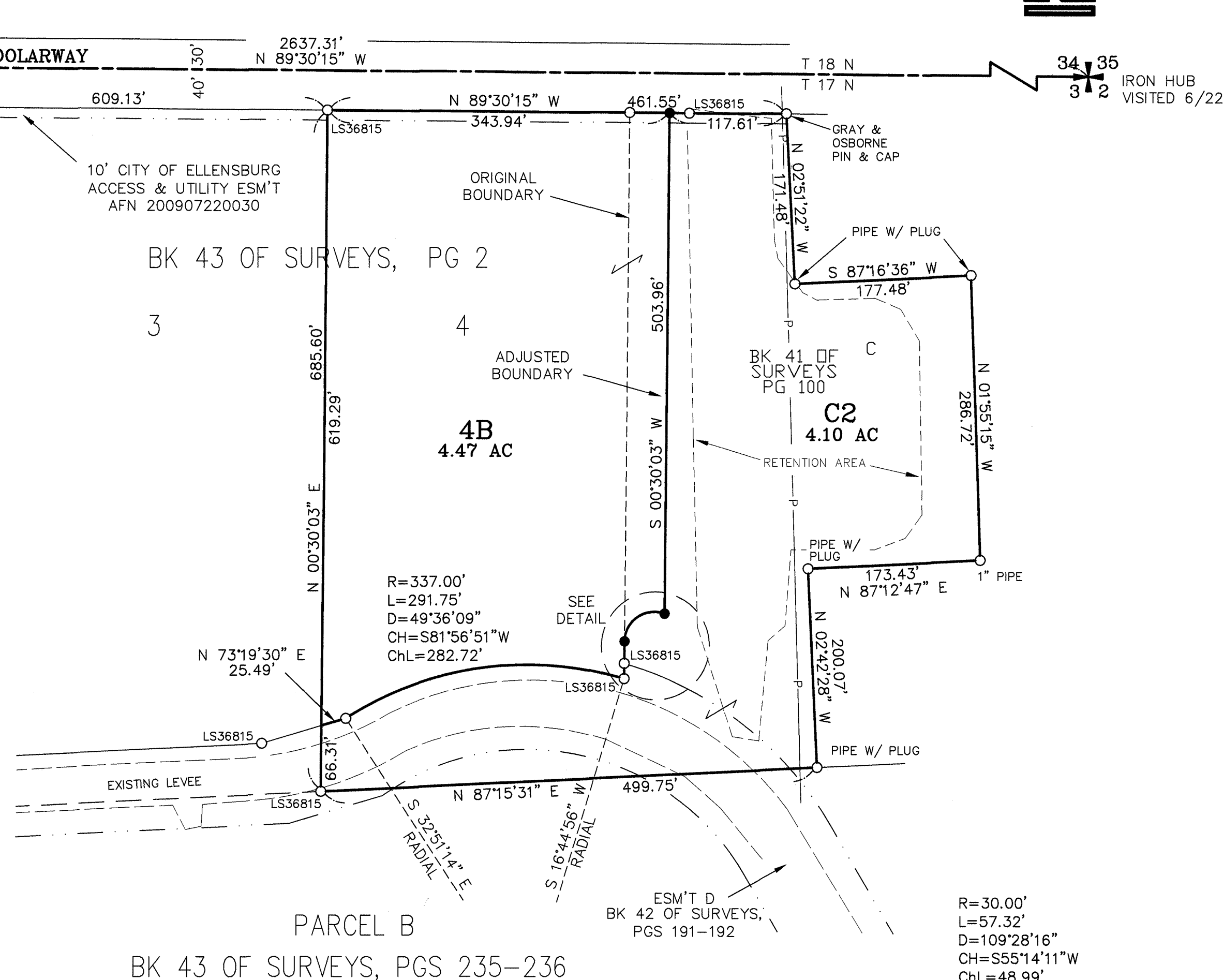
202208300027

		X	

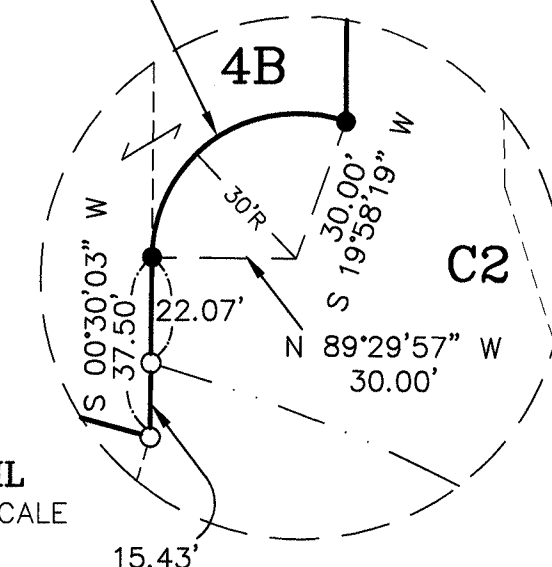
CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242

CITY OF ELLENSBURG/SOLAR DOLAR



R=30.00'
L=57.32'
D=109°28'16"
CH=S55°14'11"W
ChL=48.99'



DETAIL
NOT TO SCALE



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Ordinance 4896 (Second Reading) Amending the Building Code Fees in Chapter 3.01 of the Ellensburg City Code and Adding a New Section Entitled "3.01.210 Fees - Additional Charges"

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Conduct second reading of Ordinance 4896.

Background/Summary: The City of Ellensburg has adopted the International Codes, which include the International Building Code (IBC) and International Residential Code (IRC) under which permits are reviewed and issued. Permits require fees to cover the reviews and inspections conducted to verify compliance with the approved construction drawings. RCW 19.27.100 allows cities to impose fees to cover the cost of these services. In reviewing the adopted building permit fee table, a discrepancy was discovered between the 1997 UBC fee table which most jurisdictions use and the adopted fee table in Section 3.01.180 of the Ellensburg City Code for the highest valuation projects. Staff has researched other comparable jurisdictions' fee tables and propose a reduction to the fee table to closer align with other jurisdictions and reflect charges incurred to do reviews and inspections. In addition, construction commencing prior to permit issuance has been a problem in the past. The building code includes a section for the building official to establish a fee for work commencing before permit issuance, and this ordinance will establish that fee at twice the normal permit fee.

Previous Council Action: Council considered the ordinance and conducted first reading at the September 6, 2022 City Council Meeting.

Analysis: The 1997 Uniform Building Code provides a building permit fee table that most jurisdictions model their own permit fee table after. This is a valuation-based permit schedule that sets permit fees based on a project value in ranges. The City of Ellensburg building permit fee table is modeled after this 1997

UBC fee table structure. There is a discrepancy in the tables once it reaches projects valued at \$100,000 and up. The existing fee table only has two categories for projects over \$100,000 valuation and staff proposes adding a third category to appropriately charge for those projects. The biggest discrepancy is in projects over \$1 million in valuation the 1997 UBC table has a base fee for the first million and then \$3.15 per each additional \$1,000 or fraction thereof whereas the existing table in Chapter 3 has a base fee for the first \$500,000 plus \$11.00 for each \$1,000 or fraction thereof. Staff would propose to reduce those fractional fees as demonstrated in the proposed fee table. Projects that commence construction prior to issuance of a permit pose potential safety issues. The International code for both residential and commercial projects have a provision for the building official to establish a fee in addition to the permit fee that can be charged for work that has commenced without a permit. Staff proposes this fee should be established as doubling the permit fee. The establishment of the fee will be codified in the code by adding a new section titled fees - additional charges. Establishing the fee in code will help to reduce the amount of repeat offenders that continue to start construction without a permit.

Financial Impact:

The reduction of fees would have an impact on the General Fund reducing projected revenues for building projects valued at \$500,000 or more. The full effect is unknown as revenues are directly related to the amount of construction activity in any given year.

Attachments:

[Ordinance 4896](#)

ORDINANCE NO.4896

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 3.01 “BUILDING CODES”, AMENDING SECTION 3.01.180 AND ADDING A NEW SECTION TO THE ELLENSBURG CITY CODE ENTITLED “3.01.210 FEES – ADDITIONAL CHARGES”

WHEREAS, on March 22, 2018, the Governor approved Engrossed Second Substitute House Bill 1622, which increased the State Building Code Council (SBCC) building permit surcharge charged by the State of Washington to cities for building permits; and

WHEREAS, effective July 1, 2018 projects permitted under the International Residential Code (IRC) began incurring an SBCC \$6.50 surcharge for the first unit and \$2.00 for each additional unit; and

WHEREAS, projects permitted under the IBC (International Building Code) incur have a \$25.00 surcharge; and

WHEREAS, the Planning Commission at its August 25, 2022 meeting considered and recommended amendments to reduce the fees for projects valued over \$100,001; and

WHEREAS, a charging mechanism to double permit fees to those persons or businesses who commence construction prior to permit issuance by the City is in the best interests of the City and its residents; and

WHEREAS, the City Council of the City of Ellensburg hereby finds that it is in the best interest of the City and its residents to amend the fee schedule to reflect the increase in the SBCC surcharge and reduce the building fees for projects \$100,001 and up in valuation.

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

Section 1. Section 3.01.180 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4643, is hereby amended to read as follows:

A. The schedule of fees for building permits shall be as follows:

Table of Building Permit Fees

\$ Value of Project	State Fee	Building Fee	Subtotal	Plan Check	Total
1 500	\$4.50	\$27.73	\$32.23	\$18.02	\$50.25

Table of Building Permit Fees

\$ Value of Project		State Fee	Building Fee	Subtotal	Plan Check	Total
501	600	\$4.50	\$31.33	\$35.83	\$20.36	\$56.19
601	700	\$4.50	\$34.93	\$39.43	\$22.70	\$62.13
701	800	\$4.50	\$38.53	\$43.03	\$25.04	\$68.07
801	900	\$4.50	\$42.13	\$46.63	\$27.38	\$74.01
901	1,000	\$4.50	\$45.73	\$50.23	\$29.72	\$79.95
1,001	1,100	\$4.50	\$49.32	\$53.82	\$32.06	\$85.88
1,101	1,200	\$4.50	\$52.92	\$57.42	\$34.40	\$91.82
1,201	1,300	\$4.50	\$56.52	\$61.02	\$36.74	\$97.76
1,301	1,400	\$4.50	\$60.12	\$64.62	\$39.08	\$103.70
1,401	1,500	\$4.50	\$63.72	\$68.22	\$41.42	\$109.64
1,501	1,600	\$4.50	\$67.32	\$71.82	\$43.76	\$115.58
1,601	1,700	\$4.50	\$70.92	\$75.42	\$46.10	\$121.52
1,701	1,800	\$4.50	\$74.52	\$79.02	\$48.44	\$127.46
1,801	1,900	\$4.50	\$78.12	\$82.62	\$50.78	\$133.40
1,901	2,000	\$4.50	\$81.72	\$86.22	\$53.11	\$139.33
2,001	3,000	\$4.50	\$98.24	\$102.74	\$63.85	\$166.59
3,001	4,000	\$4.50	\$114.76	\$119.26	\$74.59	\$193.85

Table of Building Permit Fees

\$ Value of Project		State Fee	Building Fee	Subtotal	Plan Check	Total
4,001	5,000	\$4.50	\$131.28	\$135.78	\$85.33	\$221.11
5,001	6,000	\$4.50	\$147.80	\$152.30	\$96.07	\$248.37
6,001	7,000	\$4.50	\$164.32	\$168.82	\$106.80	\$275.62
7,001	8,000	\$4.50	\$180.84	\$185.34	\$117.54	\$302.88
8,001	9,000	\$4.50	\$197.36	\$201.86	\$128.28	\$330.14
9,001	10,000	\$4.50	\$213.88	\$218.38	\$139.02	\$357.40
10,001	11,000	\$4.50	\$230.40	\$234.90	\$149.76	\$384.66
11,001	12,000	\$4.50	\$246.92	\$251.42	\$160.49	\$411.91
12,001	13,000	\$4.50	\$263.44	\$267.94	\$171.23	\$439.17
13,001	14,000	\$4.50	\$279.96	\$284.46	\$181.97	\$466.43
14,001	15,000	\$4.50	\$296.48	\$300.98	\$192.71	\$493.69
15,001	16,000	\$4.50	\$313.00	\$317.50	\$203.45	\$520.95
16,001	17,000	\$4.50	\$329.52	\$334.02	\$214.18	\$548.20
17,001	18,000	\$4.50	\$346.04	\$350.54	\$224.92	\$575.46
18,001	19,000	\$4.50	\$362.56	\$367.06	\$235.66	\$602.72
19,001	20,000	\$4.50	\$379.08	\$383.58	\$246.40	\$629.98
20,001	21,000	\$4.50	\$395.60	\$400.10	\$257.14	\$657.24

Table of Building Permit Fees

\$ Value of Project		State Fee	Building Fee	Subtotal	Plan Check	Total
21,001	22,000	\$4.50	\$412.12	\$416.62	\$267.87	\$684.49
22,001	23,000	\$4.50	\$428.64	\$433.14	\$278.62	\$711.76
23,001	24,000	\$4.50	\$445.16	\$449.66	\$289.35	\$739.01
24,001	25,000	\$4.50	\$461.68	\$466.18	\$300.09	\$766.27
25,001	26,000	\$4.50	\$473.59	\$478.09	\$307.84	\$785.93
26,001	27,000	\$4.50	\$485.51	\$490.01	\$315.58	\$805.59
27,001	28,000	\$4.50	\$497.43	\$501.93	\$323.33	\$825.26
28,001	29,000	\$4.50	\$509.35	\$513.85	\$331.08	\$844.93
29,001	30,000	\$4.50	\$521.27	\$525.77	\$338.82	\$864.59
30,001	31,000	\$4.50	\$533.18	\$537.68	\$346.57	\$884.25
31,001	32,000	\$4.50	\$545.10	\$549.60	\$354.32	\$903.92
32,001	33,000	\$4.50	\$557.02	\$561.52	\$362.06	\$923.58
33,001	34,000	\$4.50	\$568.94	\$573.44	\$369.81	\$943.25
34,001	35,000	\$4.50	\$580.86	\$585.36	\$377.56	\$962.92
35,001	36,000	\$4.50	\$592.77	\$597.27	\$385.30	\$982.57
36,001	37,000	\$4.50	\$604.69	\$609.19	\$393.05	\$1,002.24
37,001	38,000	\$4.50	\$616.61	\$621.11	\$400.80	\$1,021.91

Table of Building Permit Fees

\$ Value of Project	State Fee	Building Fee	Subtotal	Plan Check	Total
38,001 39,000	\$4.50	\$628.53	\$633.03	\$408.54	\$1,041.57
39,001 40,000	\$4.50	\$640.45	\$644.95	\$416.29	\$1,061.24
40,001 41,000	\$4.50	\$652.36	\$656.86	\$424.04	\$1,080.90
41,001 42,000	\$4.50	\$664.28	\$668.78	\$431.78	\$1,100.56
42,001 43,000	\$4.50	\$676.20	\$680.70	\$439.53	\$1,120.23
43,001 44,000	\$4.50	\$688.12	\$692.62	\$447.28	\$1,139.90
44,001 45,000	\$4.50	\$700.04	\$704.54	\$455.02	\$1,159.56
45,001 46,000	\$4.50	\$711.95	\$716.45	\$462.77	\$1,179.22
46,001 47,000	\$4.50	\$723.87	\$728.37	\$470.52	\$1,198.89
47,001 48,000	\$4.50	\$735.79	\$740.29	\$478.26	\$1,218.55
48,001 49,000	\$4.50	\$747.71	\$752.21	\$486.01	\$1,238.22
49,001 50,000	\$4.50	\$759.63	\$764.13	\$493.76	\$1,257.89
50,001 51,000	\$4.50	\$767.89	\$772.39	\$499.13	\$1,271.52
51,001 52,000	\$4.50	\$776.15	\$780.65	\$504.49	\$1,285.14
52,001 53,000	\$4.50	\$784.41	\$788.91	\$509.86	\$1,298.77
53,001 54,000	\$4.50	\$792.67	\$797.17	\$515.23	\$1,312.40
54,001 55,000	\$4.50	\$800.93	\$805.43	\$520.60	\$1,326.03

Table of Building Permit Fees

\$ Value of Project	State Fee	Building Fee	Subtotal	Plan Check	Total
55,001 56,000	\$4.50	\$809.19	\$813.69	\$525.97	\$1,339.66
56,001 57,000	\$4.50	\$817.45	\$821.95	\$531.34	\$1,353.29
57,001 58,000	\$4.50	\$825.71	\$830.21	\$536.71	\$1,366.92
58,001 59,000	\$4.50	\$833.97	\$838.47	\$542.08	\$1,380.55
59,001 60,000	\$4.50	\$842.23	\$846.73	\$547.45	\$1,394.18
60,001 61,000	\$4.50	\$850.49	\$854.99	\$552.82	\$1,407.81
61,001 62,000	\$4.50	\$858.75	\$863.25	\$558.18	\$1,421.43
62,001 63,000	\$4.50	\$867.01	\$871.51	\$563.55	\$1,435.06
63,001 64,000	\$4.50	\$875.27	\$879.77	\$568.92	\$1,448.69
64,001 65,000	\$4.50	\$883.53	\$888.03	\$574.29	\$1,462.32
65,001 66,000	\$4.50	\$891.79	\$896.29	\$579.66	\$1,475.95
66,001 67,000	\$4.50	\$900.05	\$904.55	\$585.03	\$1,489.58
67,001 68,000	\$4.50	\$908.31	\$912.81	\$590.40	\$1,503.21
68,001 69,000	\$4.50	\$916.57	\$921.07	\$595.77	\$1,516.84
69,001 70,000	\$4.50	\$924.83	\$929.33	\$601.14	\$1,530.47
70,001 71,000	\$4.50	\$933.09	\$937.59	\$606.51	\$1,544.10
71,001 72,000	\$4.50	\$941.35	\$945.85	\$611.87	\$1,557.72

Table of Building Permit Fees

\$ Value of Project	State Fee	Building Fee	Subtotal	Plan Check	Total
72,001 73,000	\$4.50	\$949.61	\$954.11	\$617.24	\$1,571.35
73,001 74,000	\$4.50	\$957.87	\$962.37	\$622.61	\$1,584.98
74,001 75,000	\$4.50	\$966.13	\$970.63	\$627.98	\$1,598.61
75,001 76,000	\$4.50	\$974.39	\$978.89	\$633.35	\$1,612.24
76,001 77,000	\$4.50	\$982.65	\$987.15	\$638.72	\$1,625.87
77,001 78,000	\$4.50	\$990.91	\$995.41	\$644.09	\$1,639.50
78,001 79,000	\$4.50	\$999.17	\$1,003.67	\$649.46	\$1,653.13
79,001 80,000	\$4.50	\$1,007.43	\$1,011.93	\$654.83	\$1,666.76
80,001 81,000	\$4.50	\$1,015.69	\$1,020.19	\$660.20	\$1,680.39
81,001 82,000	\$4.50	\$1,023.95	\$1,028.45	\$665.56	\$1,694.01
82,001 83,000	\$4.50	\$1,032.21	\$1,036.71	\$670.93	\$1,707.64
83,001 84,000	\$4.50	\$1,040.47	\$1,044.97	\$676.30	\$1,721.27
84,001 85,000	\$4.50	\$1,048.73	\$1,053.23	\$681.67	\$1,734.90
85,001 86,000	\$4.50	\$1,056.99	\$1,061.49	\$687.04	\$1,748.53
86,001 87,000	\$4.50	\$1,065.25	\$1,069.75	\$692.41	\$1,762.16
87,001 88,000	\$4.50	\$1,073.51	\$1,078.01	\$697.78	\$1,775.79
88,001 89,000	\$4.50	\$1,081.77	\$1,086.27	\$703.15	\$1,789.42

Table of Building Permit Fees

\$ Value of Project	State Fee	Building Fee	Subtotal	Plan Check	Total
89,001 90,000	\$4.50	\$1,090.03	\$1,094.53	\$708.52	\$1,803.05
90,001 91,000	\$4.50	\$1,098.29	\$1,102.79	\$713.89	\$1,816.68
91,001 92,000	\$4.50	\$1,106.55	\$1,111.05	\$719.25	\$1,830.30
92,001 93,000	\$4.50	\$1,114.81	\$1,119.31	\$724.62	\$1,843.93
93,001 94,000	\$4.50	\$1,123.07	\$1,127.57	\$729.99	\$1,857.56
94,001 95,000	\$4.50	\$1,131.33	\$1,135.83	\$735.36	\$1,871.19
95,001 96,000	\$4.50	\$1,139.59	\$1,144.09	\$740.73	\$1,884.82
96,001 97,000	\$4.50	\$1,147.85	\$1,152.35	\$746.10	\$1,898.45
97,001 98,000	\$4.50	\$1,156.11	\$1,160.61	\$751.47	\$1,912.08
98,001 99,000	\$4.50	\$1,164.37	\$1,168.87	\$756.84	\$1,925.71
99,001 100,000	\$4.50	\$1,172.63	\$1,177.13	\$762.21	\$1,939.34
100,001 500,000	\$1,172.63 for the first \$100,000 plus \$6.60 for each additional \$1,000 or fraction thereof to and including \$500,000; plan check fee shall be 65% of the building fee				
500,001 and up	\$5,822.00 for the first \$500,000 plus \$11.00 for each additional \$1,000 or fraction thereof; plan check fee shall be an additional 65% of the building fee				

Table of Building Permit Fees

<u>\$ Value of Project</u>		<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>1</u>	<u>500</u>	<u>SBCC Charge</u>	<u>\$27.73</u>		<u>\$18.02</u>	
<u>501</u>	<u>600</u>	<u>SBCC Charge</u>	<u>\$31.33</u>		<u>\$20.36</u>	
<u>601</u>	<u>700</u>	<u>SBCC Charge</u>	<u>\$34.93</u>		<u>\$22.70</u>	
<u>701</u>	<u>800</u>	<u>SBCC Charge</u>	<u>\$38.53</u>		<u>\$25.04</u>	
<u>801</u>	<u>900</u>	<u>SBCC Charge</u>	<u>\$42.13</u>		<u>\$27.38</u>	
<u>901</u>	<u>1,000</u>	<u>SBCC Charge</u>	<u>\$45.73</u>		<u>\$29.72</u>	
<u>1,001</u>	<u>1,100</u>	<u>SBCC Charge</u>	<u>\$49.32</u>		<u>\$32.06</u>	
<u>1,101</u>	<u>1,200</u>	<u>SBCC Charge</u>	<u>\$52.92</u>		<u>\$34.40</u>	
<u>1,201</u>	<u>1,300</u>	<u>SBCC Charge</u>	<u>\$56.52</u>		<u>\$36.74</u>	
<u>1,301</u>	<u>1,400</u>	<u>SBCC Charge</u>	<u>\$60.12</u>		<u>\$39.08</u>	
<u>1,401</u>	<u>1,500</u>	<u>SBCC Charge</u>	<u>\$63.72</u>		<u>\$41.42</u>	
<u>1,501</u>	<u>1,600</u>	<u>SBCC Charge</u>	<u>\$67.32</u>		<u>\$43.76</u>	
<u>1,601</u>	<u>1,700</u>	<u>SBCC Charge</u>	<u>\$70.92</u>		<u>\$46.10</u>	
<u>1,701</u>	<u>1,800</u>	<u>SBCC Charge</u>	<u>\$74.52</u>		<u>\$48.44</u>	
<u>1,801</u>	<u>1,900</u>	<u>SBCC Charge</u>	<u>\$78.12</u>		<u>\$50.78</u>	
<u>1,901</u>	<u>2,000</u>	<u>SBCC Charge</u>	<u>\$81.72</u>		<u>\$53.11</u>	
<u>2,001</u>	<u>3,000</u>	<u>SBCC Charge</u>	<u>\$98.24</u>		<u>\$63.85</u>	
<u>3,001</u>	<u>4,000</u>	<u>SBCC Charge</u>	<u>\$114.76</u>		<u>\$74.59</u>	

Table of Building Permit Fees

<u>\$ Value of Project</u>		<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>4,001</u>	<u>5,000</u>	<u>SBCC Charge</u>	<u>\$131.28</u>		<u>\$85.33</u>	
<u>5,001</u>	<u>6,000</u>	<u>SBCC Charge</u>	<u>\$147.80</u>		<u>\$96.07</u>	
<u>6,001</u>	<u>7,000</u>	<u>SBCC Charge</u>	<u>\$164.32</u>		<u>\$106.80</u>	
<u>7,001</u>	<u>8,000</u>	<u>SBCC Charge</u>	<u>\$180.84</u>		<u>\$117.54</u>	
<u>8,001</u>	<u>9,000</u>	<u>SBCC Charge</u>	<u>\$197.36</u>		<u>\$128.28</u>	
<u>9,001</u>	<u>10,000</u>	<u>SBCC Charge</u>	<u>\$213.88</u>		<u>\$139.02</u>	
<u>10,001</u>	<u>11,000</u>	<u>SBCC Charge</u>	<u>\$230.40</u>		<u>\$149.76</u>	
<u>11,001</u>	<u>12,000</u>	<u>SBCC Charge</u>	<u>\$246.92</u>		<u>\$160.49</u>	
<u>12,001</u>	<u>13,000</u>	<u>SBCC Charge</u>	<u>\$263.44</u>		<u>\$171.23</u>	
<u>13,001</u>	<u>14,000</u>	<u>SBCC Charge</u>	<u>\$279.96</u>		<u>\$181.97</u>	
<u>14,001</u>	<u>15,000</u>	<u>SBCC Charge</u>	<u>\$296.48</u>		<u>\$192.71</u>	
<u>15,001</u>	<u>16,000</u>	<u>SBCC Charge</u>	<u>\$313.00</u>		<u>\$203.45</u>	
<u>16,001</u>	<u>17,000</u>	<u>SBCC Charge</u>	<u>\$329.52</u>		<u>\$214.18</u>	
<u>17,001</u>	<u>18,000</u>	<u>SBCC Charge</u>	<u>\$346.04</u>		<u>\$224.92</u>	
<u>18,001</u>	<u>19,000</u>	<u>SBCC Charge</u>	<u>\$362.56</u>		<u>\$235.66</u>	
<u>19,001</u>	<u>20,000</u>	<u>SBCC Charge</u>	<u>\$379.08</u>		<u>\$246.40</u>	
<u>20,001</u>	<u>21,000</u>	<u>SBCC Charge</u>	<u>\$395.60</u>		<u>\$257.14</u>	
<u>21,001</u>	<u>22,000</u>	<u>SBCC Charge</u>	<u>\$412.12</u>		<u>\$267.87</u>	

Table of Building Permit Fees

<u>\$ Value of Project</u>	<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>22,001</u> <u>23,000</u>	<u>SBCC Charge</u>	<u>\$428.64</u>		<u>\$278.62</u>	
<u>23,001</u> <u>24,000</u>	<u>SBCC Charge</u>	<u>\$445.16</u>		<u>\$289.35</u>	
<u>24,001</u> <u>25,000</u>	<u>SBCC Charge</u>	<u>\$461.68</u>		<u>\$300.09</u>	
<u>25,001</u> <u>26,000</u>	<u>SBCC Charge</u>	<u>\$473.59</u>		<u>\$307.84</u>	
<u>26,001</u> <u>27,000</u>	<u>SBCC Charge</u>	<u>\$485.51</u>		<u>\$315.58</u>	
<u>27,001</u> <u>28,000</u>	<u>SBCC Charge</u>	<u>\$497.43</u>		<u>\$323.33</u>	
<u>28,001</u> <u>29,000</u>	<u>SBCC Charge</u>	<u>\$509.35</u>		<u>\$331.08</u>	
<u>29,001</u> <u>30,000</u>	<u>SBCC Charge</u>	<u>\$521.27</u>		<u>\$338.82</u>	
<u>30,001</u> <u>31,000</u>	<u>SBCC Charge</u>	<u>\$533.18</u>		<u>\$346.57</u>	
<u>31,001</u> <u>32,000</u>	<u>SBCC Charge</u>	<u>\$545.10</u>		<u>\$354.32</u>	
<u>32,001</u> <u>33,000</u>	<u>SBCC Charge</u>	<u>\$557.02</u>		<u>\$362.06</u>	
<u>33,001</u> <u>34,000</u>	<u>SBCC Charge</u>	<u>\$568.94</u>		<u>\$369.81</u>	
<u>34,001</u> <u>35,000</u>	<u>SBCC Charge</u>	<u>\$580.86</u>		<u>\$377.56</u>	
<u>35,001</u> <u>36,000</u>	<u>SBCC Charge</u>	<u>\$592.77</u>		<u>\$385.30</u>	
<u>36,001</u> <u>37,000</u>	<u>SBCC Charge</u>	<u>\$604.69</u>		<u>\$393.05</u>	
<u>37,001</u> <u>38,000</u>	<u>SBCC Charge</u>	<u>\$616.61</u>		<u>\$400.80</u>	
<u>38,001</u> <u>39,000</u>	<u>SBCC Charge</u>	<u>\$628.53</u>		<u>\$408.54</u>	
<u>39,001</u> <u>40,000</u>	<u>SBCC Charge</u>	<u>\$640.45</u>		<u>\$416.29</u>	

Table of Building Permit Fees

<u>\$ Value of Project</u>	<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>40,001 41,000</u>	<u>SBCC Charge</u>	<u>\$652.36</u>		<u>\$424.04</u>	
<u>41,001 42,000</u>	<u>SBCC Charge</u>	<u>\$664.28</u>		<u>\$431.78</u>	
<u>42,001 43,000</u>	<u>SBCC Charge</u>	<u>\$676.20</u>		<u>\$439.53</u>	
<u>43,001 44,000</u>	<u>SBCC Charge</u>	<u>\$688.12</u>		<u>\$447.28</u>	
<u>44,001 45,000</u>	<u>SBCC Charge</u>	<u>\$700.04</u>		<u>\$455.02</u>	
<u>45,001 46,000</u>	<u>SBCC Charge</u>	<u>\$711.95</u>		<u>\$462.77</u>	
<u>46,001 47,000</u>	<u>SBCC Charge</u>	<u>\$723.87</u>		<u>\$470.52</u>	
<u>47,001 48,000</u>	<u>SBCC Charge</u>	<u>\$735.79</u>		<u>\$478.26</u>	
<u>48,001 49,000</u>	<u>SBCC Charge</u>	<u>\$747.71</u>		<u>\$486.01</u>	
<u>49,001 50,000</u>	<u>SBCC Charge</u>	<u>\$759.63</u>		<u>\$493.76</u>	
<u>50,001 51,000</u>	<u>SBCC Charge</u>	<u>\$767.89</u>		<u>\$499.13</u>	
<u>51,001 52,000</u>	<u>SBCC Charge</u>	<u>\$776.15</u>		<u>\$504.49</u>	
<u>52,001 53,000</u>	<u>SBCC Charge</u>	<u>\$784.41</u>		<u>\$509.86</u>	
<u>53,001 54,000</u>	<u>SBCC Charge</u>	<u>\$792.67</u>		<u>\$515.23</u>	
<u>54,001 55,000</u>	<u>SBCC Charge</u>	<u>\$800.93</u>		<u>\$520.60</u>	
<u>55,001 56,000</u>	<u>SBCC Charge</u>	<u>\$809.19</u>		<u>\$525.97</u>	
<u>56,001 57,000</u>	<u>SBCC Charge</u>	<u>\$817.45</u>		<u>\$531.34</u>	
<u>57,001 58,000</u>	<u>SBCC Charge</u>	<u>\$825.71</u>		<u>\$536.71</u>	

Table of Building Permit Fees

<u>\$ Value of Project</u>	<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>58,001</u> <u>59,000</u>	<u>SBCC Charge</u>	<u>\$833.97</u>		<u>\$542.08</u>	
<u>59,001</u> <u>60,000</u>	<u>SBCC Charge</u>	<u>\$842.23</u>		<u>\$547.45</u>	
<u>60,001</u> <u>61,000</u>	<u>SBCC Charge</u>	<u>\$850.49</u>		<u>\$552.82</u>	
<u>61,001</u> <u>62,000</u>	<u>SBCC Charge</u>	<u>\$858.75</u>		<u>\$558.18</u>	
<u>62,001</u> <u>63,000</u>	<u>SBCC Charge</u>	<u>\$867.01</u>		<u>\$563.55</u>	
<u>63,001</u> <u>64,000</u>	<u>SBCC Charge</u>	<u>\$875.27</u>		<u>\$568.92</u>	
<u>64,001</u> <u>65,000</u>	<u>SBCC Charge</u>	<u>\$883.53</u>		<u>\$574.29</u>	
<u>65,001</u> <u>66,000</u>	<u>SBCC Charge</u>	<u>\$891.79</u>		<u>\$579.66</u>	
<u>66,001</u> <u>67,000</u>	<u>SBCC Charge</u>	<u>\$900.05</u>		<u>\$585.03</u>	
<u>67,001</u> <u>68,000</u>	<u>SBCC Charge</u>	<u>\$908.31</u>		<u>\$590.40</u>	
<u>68,001</u> <u>69,000</u>	<u>SBCC Charge</u>	<u>\$916.57</u>		<u>\$595.77</u>	
<u>69,001</u> <u>70,000</u>	<u>SBCC Charge</u>	<u>\$924.83</u>		<u>\$601.14</u>	
<u>70,001</u> <u>71,000</u>	<u>SBCC Charge</u>	<u>\$933.09</u>		<u>\$606.51</u>	
<u>71,001</u> <u>72,000</u>	<u>SBCC Charge</u>	<u>\$941.35</u>		<u>\$611.87</u>	
<u>72,001</u> <u>73,000</u>	<u>SBCC Charge</u>	<u>\$949.61</u>		<u>\$617.24</u>	
<u>73,001</u> <u>74,000</u>	<u>SBCC Charge</u>	<u>\$957.87</u>		<u>\$622.61</u>	
<u>74,001</u> <u>75,000</u>	<u>SBCC Charge</u>	<u>\$966.13</u>		<u>\$627.98</u>	
<u>75,001</u> <u>76,000</u>	<u>SBCC Charge</u>	<u>\$974.39</u>		<u>\$633.35</u>	

Table of Building Permit Fees

<u>\$ Value of Project</u>	<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>76,001 77,000</u>	<u>SBCC Charge</u>	<u>\$982.65</u>		<u>\$638.72</u>	
<u>77,001 78,000</u>	<u>SBCC Charge</u>	<u>\$990.91</u>		<u>\$644.09</u>	
<u>78,001 79,000</u>	<u>SBCC Charge</u>	<u>\$999.17</u>		<u>\$649.46</u>	
<u>79,001 80,000</u>	<u>SBCC Charge</u>	<u>\$1,007.43</u>		<u>\$654.83</u>	
<u>80,001 81,000</u>	<u>SBCC Charge</u>	<u>\$1,015.69</u>		<u>\$660.20</u>	
<u>81,001 82,000</u>	<u>SBCC Charge</u>	<u>\$1,023.95</u>		<u>\$665.56</u>	
<u>82,001 83,000</u>	<u>SBCC Charge</u>	<u>\$1,032.21</u>		<u>\$670.93</u>	
<u>83,001 84,000</u>	<u>SBCC Charge</u>	<u>\$1,040.47</u>		<u>\$676.30</u>	
<u>84,001 85,000</u>	<u>SBCC Charge</u>	<u>\$1,048.73</u>		<u>\$681.67</u>	
<u>85,001 86,000</u>	<u>SBCC Charge</u>	<u>\$1,056.99</u>		<u>\$687.04</u>	
<u>86,001 87,000</u>	<u>SBCC Charge</u>	<u>\$1,065.25</u>		<u>\$692.41</u>	
<u>87,001 88,000</u>	<u>SBCC Charge</u>	<u>\$1,073.51</u>		<u>\$697.78</u>	
<u>88,001 89,000</u>	<u>SBCC Charge</u>	<u>\$1,081.77</u>		<u>\$703.15</u>	
<u>89,001 90,000</u>	<u>SBCC Charge</u>	<u>\$1,090.03</u>		<u>\$708.52</u>	
<u>90,001 91,000</u>	<u>SBCC Charge</u>	<u>\$1,098.29</u>		<u>\$713.89</u>	
<u>91,001 92,000</u>	<u>SBCC Charge</u>	<u>\$1,106.55</u>		<u>\$719.25</u>	
<u>92,001 93,000</u>	<u>SBCC Charge</u>	<u>\$1,114.81</u>		<u>\$724.62</u>	
<u>93,001 94,000</u>	<u>SBCC Charge</u>	<u>\$1,123.07</u>		<u>\$729.99</u>	

Table of Building Permit Fees

<u>\$ Value of Project</u>	<u>State Fee</u>	<u>Building Fee</u>		<u>Plan Check</u>	
<u>94,001 95,000</u>	<u>SBCC Charge</u>	<u>\$1,131.33</u>		<u>\$735.36</u>	
<u>95,001 96,000</u>	<u>SBCC Charge</u>	<u>\$1,139.59</u>		<u>\$740.73</u>	
<u>96,001 97,000</u>	<u>SBCC Charge</u>	<u>\$1,147.85</u>		<u>\$746.10</u>	
<u>97,001 98,000</u>	<u>SBCC Charge</u>	<u>\$1,156.11</u>		<u>\$751.47</u>	
<u>98,001 99,000</u>	<u>SBCC Charge</u>	<u>\$1,164.37</u>		<u>\$756.84</u>	
<u>99,001 100,000</u>	<u>SBCC Charge</u>	<u>\$1,172.63</u>		<u>\$762.21</u>	
<u>100,001 to 500,000</u>	<u>\$1,172.63 for the first \$100,000 plus \$6.60 for each additional \$1,000 or fraction thereof to and including \$500,000; plan check fee shall be 65% of the building fee</u>				
<u>500,001 to 1,000,000</u>	<u>\$3,972.63 for the first \$500,001 plus \$4.75 for each additional \$1,000 or fraction thereof; plan check fee shall be an additional 65% of the building fee</u>				
<u>1,000,001 and over</u>	<u>\$6,347.63 for the first \$1,000,001 plus \$3.65 for each additional \$1,000 or fraction thereof; plan check fee shall be an additional 65% of the building fee</u>				

B. For the purpose of determining the construction value of work proposed under an application for a building permit, the Table of Square Foot Construction Costs hereinbelow shall be applied to the type of work based upon the classification of the building group and type of construction, multiplied by the number of square feet to be constructed. The resulting construction value shall then be applied to the Table of Building Permit Fees hereinabove in order to determine the building permit fee for the work proposed.

C. The building official at his/her discretion may choose to accept alternative means of determining building values for buildings or work having values in excess of \$500,000. The alternative means which the building official may in his/her discretion accept include, but are not

limited to, publicly solicited construction bids or architectural or engineering estimates. Acceptance of these alternative methods of determining the construction value for work proposed under a building permit shall only be used if, in the opinion of the building official, the alternative methodology is subject to accurate, public verification on the part of the building official.

Table of Square Foot Construction Costs

Classification		Type of Construction								
Group		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	178.41	172.65	168.34	161.37	149.67	148.93	156.13	138.41	133.25
A-1	Assembly, theaters, without stage	164.62	158.86	154.55	147.58	135.88	135.15	142.35	124.62	119.47
A-2	Assembly, nightclubs	138.44	134.15	130.76	125.65	116.66	116.35	121.28	107.23	103.62
A-2	Assembly, restaurants, bars, banquet halls	137.47	133.18	128.82	124.68	114.72	115.38	120.31	105.29	102.65
A-3	Assembly, churches	165.10	159.34	155.04	148.06	136.32	135.60	142.82	125.07	119.91
A-3	Assembly, general, community halls, libraries, museums	140.57	134.81	129.53	123.53	110.82	111.07	118.29	99.56	95.37

Table of Square Foot Construction Costs

Classification		Type of Construction								
Group		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-4	Assembly, arenas	137.47	133.18	128.82	124.68	114.72	115.38	120.31	105.29	102.65
B	Business	141.36	136.35	132.05	125.88	112.65	111.94	121.02	100.65	96.63
E	Educational	150.22	145.12	140.96	134.68	124.29	121.34	130.27	111.00	106.78
F-1	Factory and industrial, moderate hazard	84.91	81.01	76.63	74.16	64.14	65.03	71.18	54.64	51.79
F-2	Factory and industrial, low hazard	83.94	80.04	76.63	73.19	64.14	64.06	70.21	54.64	50.82
H-1	High hazard, explosives	79.62	75.72	72.31	68.86	59.98	59.91	65.88	50.49	N.P.
H234	High hazard	79.62	75.72	72.31	68.86	59.98	59.91	65.88	50.49	46.67
H-5	HPM	141.36	136.35	132.05	125.88	112.65	111.94	121.02	100.65	96.63
I-1	Institutional, supervised environment	139.34	134.59	131.01	125.72	115.40	115.36	124.86	106.16	101.95
I-2	Institutional, hospitals	235.00	230.00	225.69	219.52	205.78	N.P.	214.67	193.80	N.P.
I-2	Institutional, nursing homes	164.35	159.34	155.04	148.87	136.08	N.P.	144.02	124.10	N.P.

Table of Square Foot Construction Costs

Classification		Type of Construction								
Group		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
I-3	Institutional, restrained	160.45	155.44	151.14	144.97	132.95	131.29	140.12	120.97	115.01
I-4	Institutional, day care facilities	139.34	134.59	131.01	125.72	115.40	115.36	124.86	106.16	101.95
M	Mercantile	103.11	98.83	94.46	90.34	80.91	81.57	85.96	71.48	68.83
R-1	Residential, hotels	139.77	135.01	131.44	126.16	115.92	115.89	125.38	106.68	102.46
R-2	Residential, multiple family	117.21	112.45	108.87	103.59	93.47	93.43	102.93	84.23	80.02
R-3	Residential, one- and two-family	112.25	109.17	106.49	103.56	98.79	98.56	101.79	94.12	88.62
R-3	Residential, conversion of garage to habitable living	Calculated at R-3 construction cost rate less utility construction cost rate (\$88.62 – \$34.48)								54.14
R-3	Residential, finished habitable basement	Calculated at 80% of R-3 construction cost rate (\$88.62 x 80%)								70.90
R-3	Residential, conversion of unfinished	Calculated at R-3 finished basement construction cost rate less unfinished basement construction cost rate (footnote b. below) (\$70.90 – \$15.00)								55.90

Table of Square Foot Construction Costs

Classification		Type of Construction								
Group		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
	basement to habitable living									
R-4	Residential, care/assisted living facilities	139.34	134.59	131.01	125.72	115.40	115.36	124.86	106.16	101.95
S-1	Storage, moderate hazard	78.65	74.75	70.37	67.57	58.04	58.94	64.91	48.55	45.70
S-2	Storage, low hazard	77.68	73.78	70.37	66.92	58.04	57.97	63.94	48.55	44.73
U	Utility, miscellaneous	60.06	56.79	53.42	50.73	44.11	44.11	47.36	36.21	34.48
U	Residential, pole buildings	Calculated at 80% utility construction cost rate (\$34.48 x 80%)								27.58
U	Residential, carports (with 1 or more walls)	Calculated at 80% of utility construction cost rate (\$34.48 x 80%)								27.58
U	Residential, porches, carports (open all sides)	Calculated at 50% of utility construction cost rate (\$34.48 x 50%)								17.24
U	Residential, uncovered decks	Calculated at 20% of utility construction cost rate (\$34.48 x 20%)								6.90

a. Other miscellaneous fees are included in the following table:

Table of Other Miscellaneous Fees

Inspection for which no fee is specifically indicated (2 hr. min.)	\$47.00 hr.
Additional plan review required by changes, additions or revisions to plans (1 hr. min.)	\$47.00 hr.
Reinspection fee (1 hr. min.)	\$47.00 hr.
Final inspection of expired noncommercial projects less than 3 years old	\$47.00 hr.
Outside consultants	(actual cost)
Demolition (all structures) (2 hr. fee)	\$94.00
Moved building	(by valuation)
Fence	\$15.00 (ln. ft.) based on valuation
Foundation	\$45.00 (ln. ft.) based on valuation
Residential reroof	\$208.00 (per square) based on valuation
Commercial reroof	(by valuation)
Window replacement (by window)	(by valuation)
Manufactured Homes (3 hr. fee)	\$141.00
Commercial coach/ modular building	(cost of placement)
Swimming pool (above ground) (2 hr. fee)	\$94.00
Swimming pool (below ground)	(by valuation)

* The final construction value of the project shall be the decision of the building official who has the authority to use other information including but not limited to plans, specifications, contractor bids, and other information supplied by the applicant and/or design professional in responsible charge of the project.

b. Unfinished basements (all use groups) = \$15.00 per sq. ft.

c. For shell-only buildings deduct 20 percent

d. N.P. = not permitted

e. Work consisting of remodel and/or repair of existing residential and commercial structures shall be valued according to the Table of Remodel Valuation. The remodel valuation is a percentage of the square foot values for new construction shown for the relevant building group and type of construction and the percentage used in the table is determined by the scope of work. The final construction value of the project shall be the decision of the building official who has the authority to use other information including but not limited to plans, specifications, contractor bids, and other information supplied by the applicant and/or design professional responsible for the project.

Table of Remodel Valuation

Extent of Alteration	% of Building Valuation¹	Definition²
Minor	20%	• Addition, removal or repair of some walls or partitions • Minor mechanical, electrical or plumbing work, such as residential remodeling of bathrooms or kitchens • Some refinishing of existing walls, ceilings and floors • Replacement of some windows • Replacement of ceiling grid
Major	50%	• Addition or removal of many walls • Extensive mechanical, electrical or plumbing work • Significant refinishing of walls, ceiling and floors

Table of Remodel Valuation

Extent of Alteration	% of Building Valuation ¹	Definition ²
		• Replacement of many windows • Limited structural modification and addition
Full ³	80%	• Demolition of all nonstructural portions leaving a structural shell • Installation of new or substantial replacement of mechanical, electrical or plumbing • Significant structural upgrading • Extensive structural repair

¹ Percentage of new construction valuation per city of Ellensburg Table of Square Foot Construction Costs.

² The extent of alteration includes one or more of the listed items. The floor area shall be calculated based on the entire area of the rooms where the alterations are proposed. If a project has areas for which it is reasonable to distinguish as being of different categories, it is appropriate to calculate the areas separately to develop the valuation.

³ Applications where the scope of work exceeds the description for “full” in the Table of Remodel Valuation shall be considered a rebuild and require full payment of fees.

D. When a plan or other submittal is required to be submitted by provisions of the International Building Code and related international codes adopted by the city, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be as follows:

1. Residential plan review fees shall be 65 percent of the building permit fee.
2. Nonresidential plan review fees shall be 65 percent of the building permit fee.
3. Master plans for residential structures consisting of four dwelling units or less: 65 percent of the building permit fee plus an hourly fee of \$47.00 per hour for review of alternative features submitted for use with the master plan.

4. Review of master plans for reissuance of additional building permits: if no change to master plan or complete project site plans, no charge; \$50.00 for review of new sites not previously approved with master plan plus \$47.00 per hour for review of any new alternate features submitted for use with the master plan.

5. Arrangements for special services in conjunction with a plan review shall be subject to mutual agreement between the city and the applicant. Any additional costs incurred by the city for providing such special services shall be charged to the applicant in addition to the regular plan review fee. [Ord. 4643 § 3, 2013; Ord. 4467 § 2, 2007; Ord. 4390, 2004; Ord. 4314, 2002; Ord. 4190, 1999; Ord. 4019 § 1, 1996; Ord. 3799 § 3, 1992; Ord. 3655 § 2, 1989; Ord. 3625 § 1, 1988.]

Section 2. A new Section entitled “3.01.210 – Fees - additional charges” is hereby added to the Ellensburg City Code to read as follows:

3.01.210 Fees – additional charges.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to the following fees in addition to the required permit fees:

Commercial or industrial building: Twice the normal and customary permit fee

Residential building: Twice the normal and customary permit fee

Such fees must be paid before review of any application, including building plans, by the department.

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 September, 2022.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4896 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4896 was published as required by law.

BETH LEADER



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Unity Park Concept Design Confirmation

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Review and approve concept design and authorize staff to develop a final agreement with Walker Macy for final park design, construction documents, and project construction support.

Background/Summary: Since September 2018, the City has been working with Walker Macy, a landscape architect firm, on the design for Unity Park, a .50 acre downtown park that will serve as a gathering place and event venue for Ellensburg residents and visitors.

The design process has included two rounds of stakeholders meetings, which have been comprised of community members involved in organizing community events, downtown business owners and residents, as well as members from a variety of city boards and commissions, as well as city staff. Additionally, the public has had two opportunities via public meetings held at the park site to provide input on park design as well as on-line opportunities to provide feedback.

Through this outreach, common park design elements have been identified by the community as important to the success of the park. Those elements include a comfort station, event infrastructure that includes a permanent stage; plaza area with seating and amenities for people to gather; a water feature; a flexible natural grass lawn that can be used for daily and special event use; and art, whether it be permanent and/or temporary installations.

Previous Council Action: In 2018 the Council identified the Unity Park property as a future downtown park and has since entered into two agreements with Walker Macy for concept park design.

Analysis: From the feedback received throughout the design process, Walker Macy has put together a design concept for Council's

review. This concept incorporates the goals of the park, which is to create a central space for daily gatherings and special events that feels open, inclusive and welcoming. A space that supports a wide range of events types, that adds to the vibrancy of downtown throughout the entire year. And is a place that is unique and captures the feeling and essence of Ellensburg.

Specific design elements, such as art, park surfacing and hardscape design, comfort station (bathroom) and water feature will be further developed and refined in the next phase of work with Walker Macy. This process will include meetings with a variety boards and commission, including the Arts Commission, Diversity, Equity, & Inclusion Commission, Landmarks & Design Commission, and the Parks & Recreation Commission.

Financial Impact: There is no financial impact related to this action.

Attachments:
[9-19-22 City Council Presentation](#)

UNITY PARK

CONCEPT CONFIRMATION

CITY OF ELLENSBURG, WA
CITY COUNCIL
SEPTEMBER 19, 2022

PROCESS

PREVIOUS WORK | 2018 - 2020

CONCEPT CONFIRMATION PHASE | SPRING - SUMMER 2022

STAKEHOLDER INTERVIEWS | MAY & JULY 2022

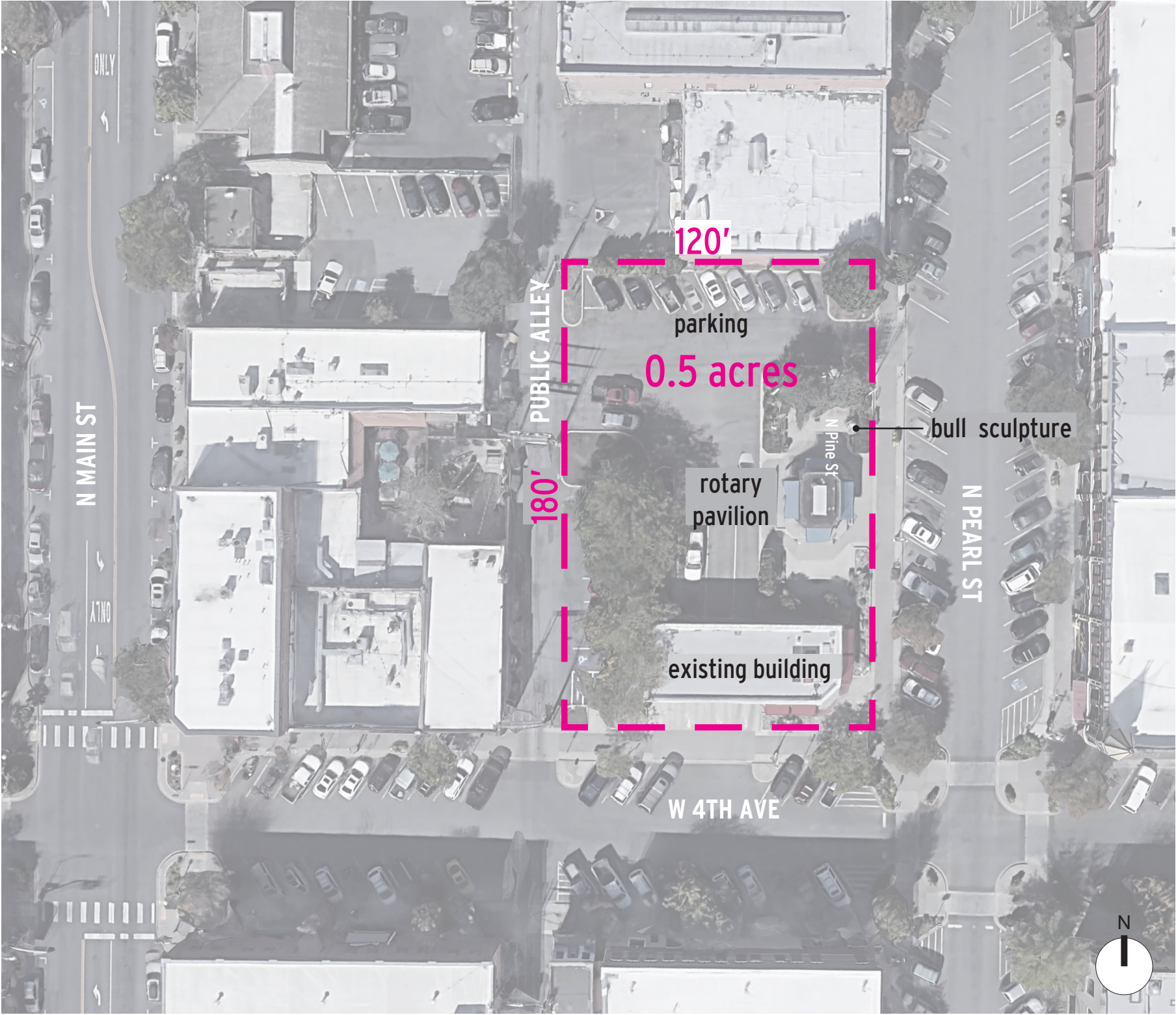
CONCEPT PLAN OPTIONS | JUNE 2022

PREFERRED CONCEPT PLAN | AUGUST 2022

PARK DESIGN & DOCUMENTATION PHASE | FALL / WINTER 2022 - SPRING 2023

PARK CONSTRUCTION | 2023

SITE



COMMUNITY ENGAGEMENT

STAKEHOLDER INTERVIEWS

PUBLIC OPEN HOUSE

PARKS & RECREATION COMMISSION MEETINGS

KEY DESIGN PRINCIPLES FOR UNITY PARK

Unity Park will -

Be the central space for Ellensburg's daily gatherings and special events

Feel open, inclusive, and welcoming to residents and visitors alike

Support a flexible range of event types and sizes

Extend the draw of downtown Ellensburg to visitors and across four seasons

Be 'of Ellensburg'

KEY FEATURES FOR UNITY PARK



comfort station
with restrooms, storage, and concierge space



event infrastructure
with permanent stage, event power, lighting, and storage



plaza
with seating and amenities



water feature



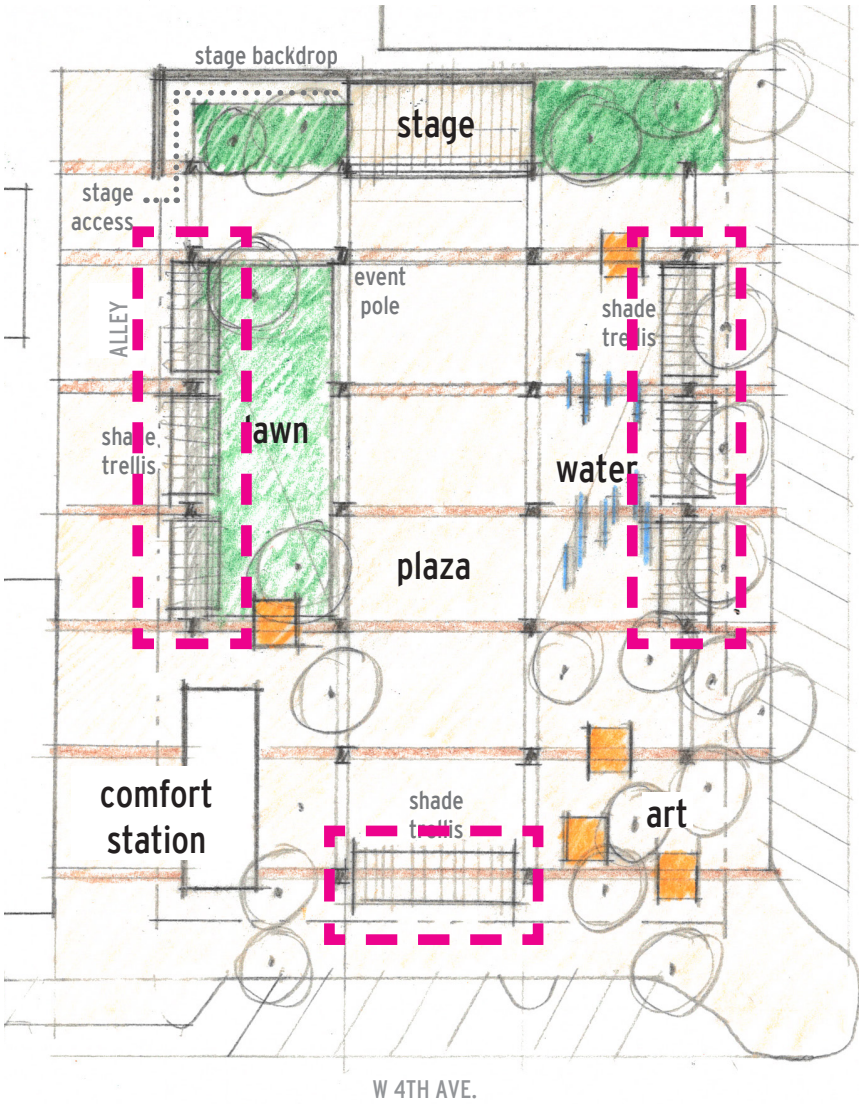
flexible lawn



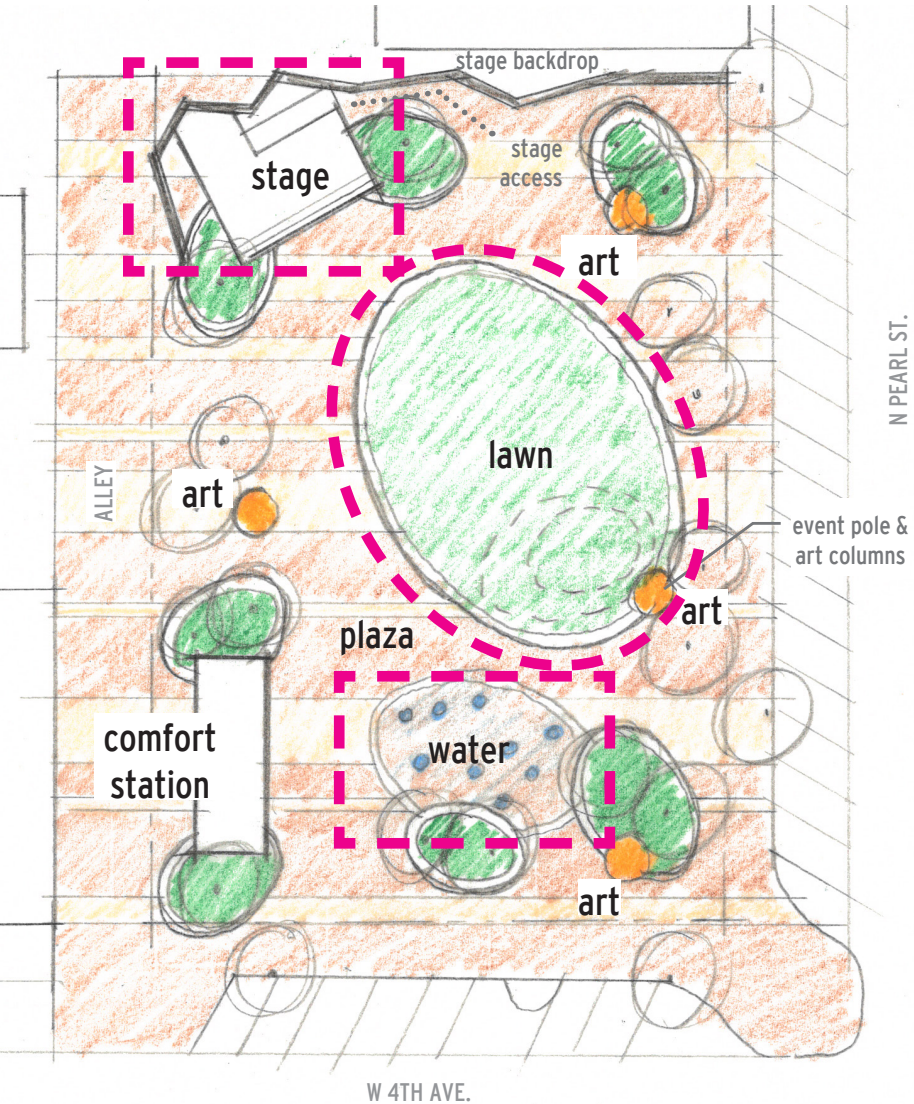
art

PLAN OPTIONS

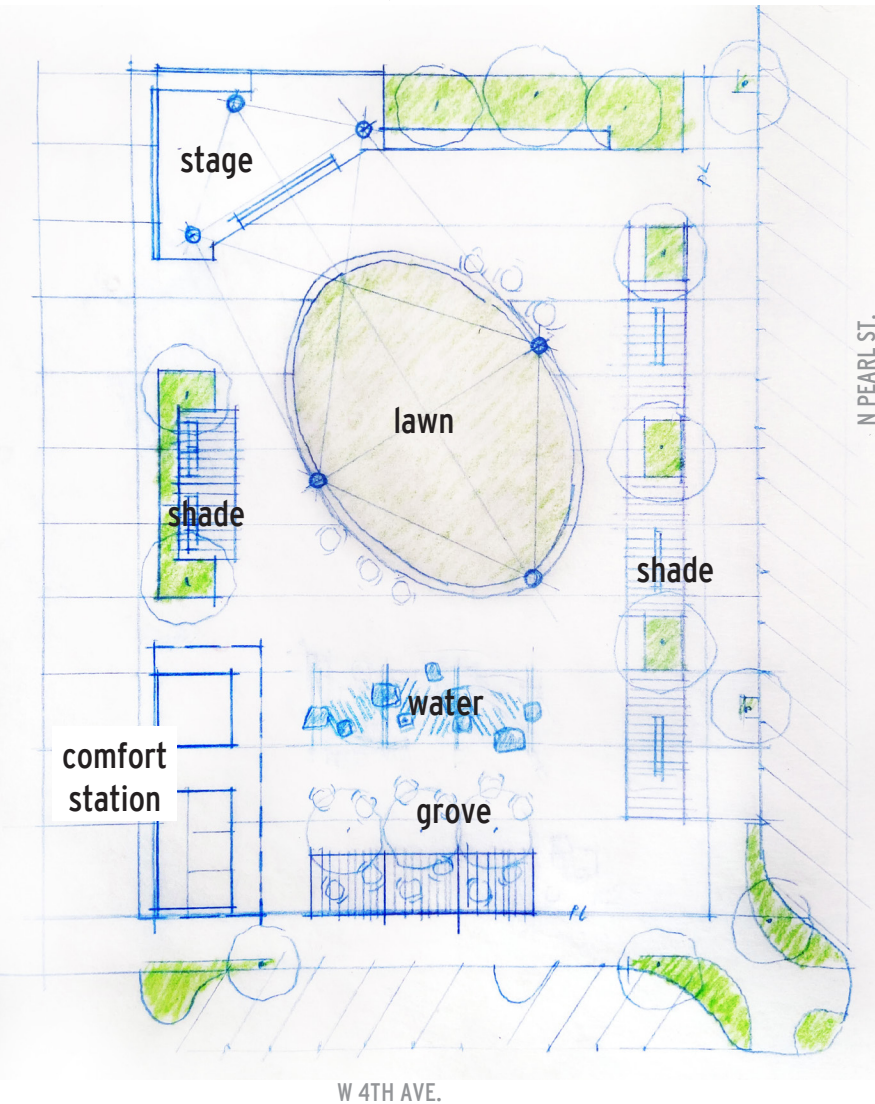
Concept A Sketch



Concept B Sketch



Preferred Concept Sketch



PREFERRED CONCEPT PLAN



- 1 Stage (Permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (Permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support

KEY FEATURES



seating: movable



seating: movable



seating: swings



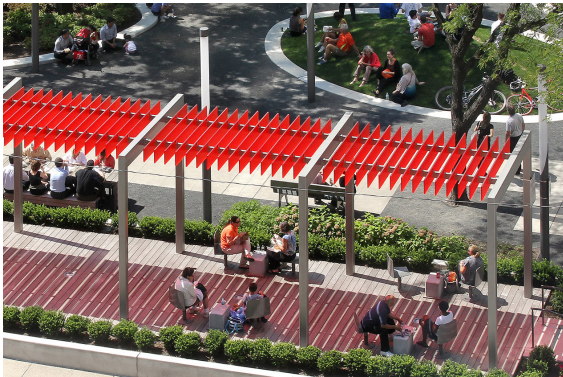
seating: fixed



water: sculptural or whimsical



lawn: natural turf



shade structures: permanent



shade structures: temporary



shade: trees



stage: permanent



lighting: string lights



lighting: lights and event poles



art: permanent



art: temporary



space for winter activities

WATER



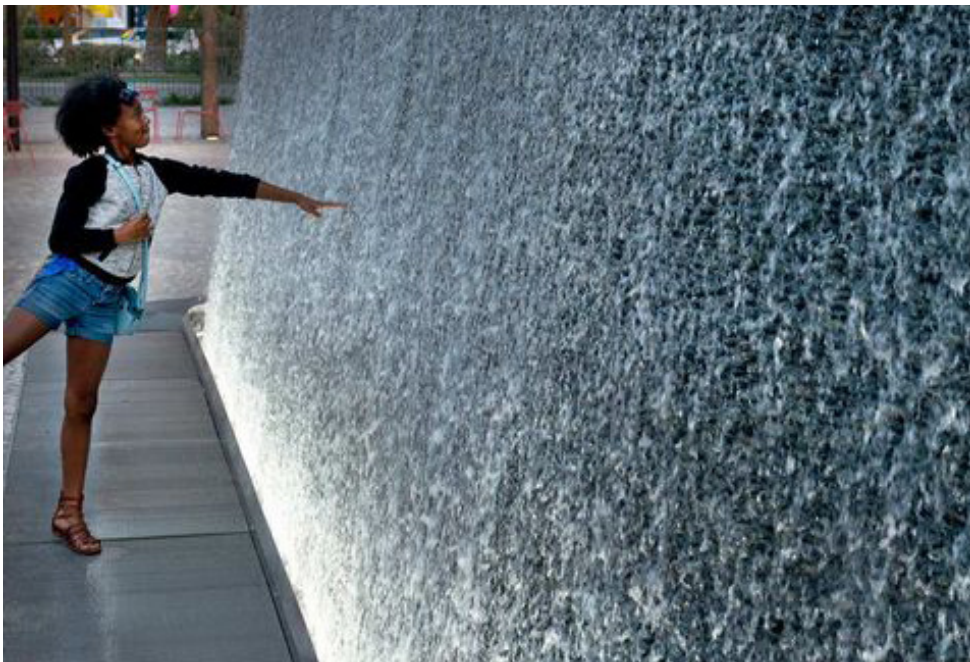
topography / patterns



integrated boulders / seating



skim of water over pavement



water wall

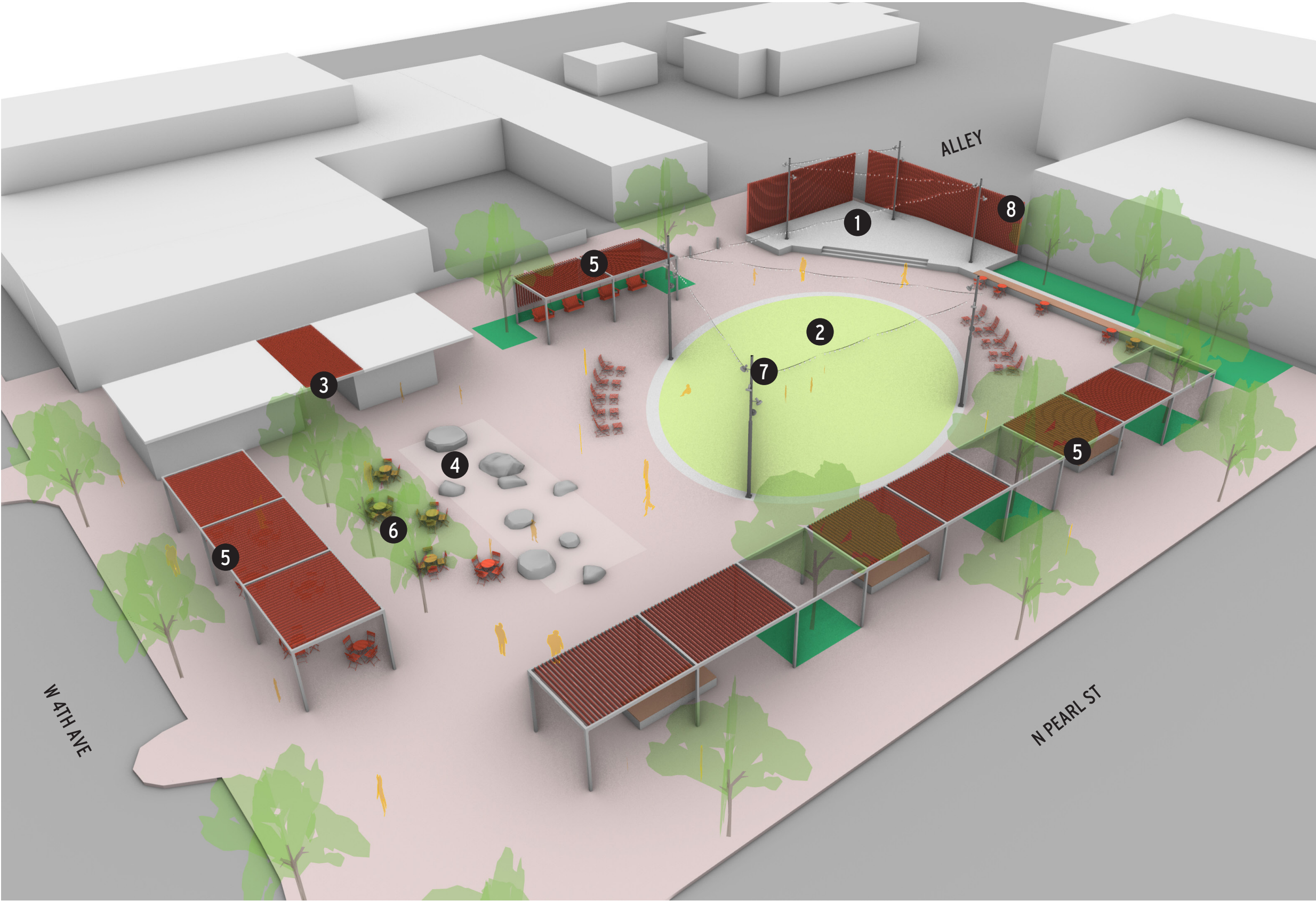


integrated misters



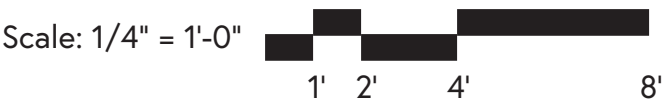
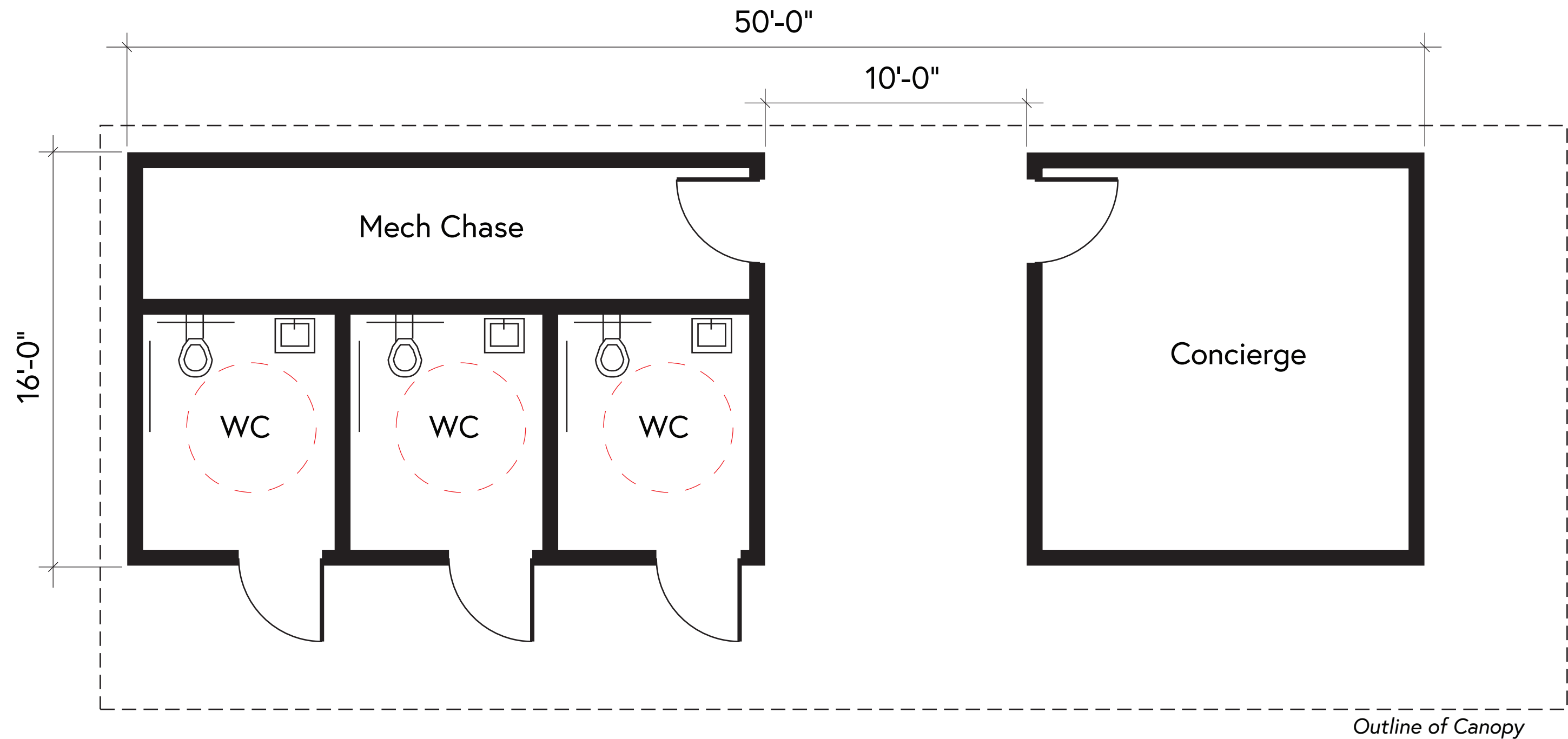
sculptural

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

COMFORT STATION STUDY



PROCESS

COUNCIL AND COMMISSION REVIEW

CITY COUNCIL - APPROVAL

LANDMARKS & DESIGN COMMISSION - APPROVAL

ARTS COMMISSION - ADVISORY

PARKS & RECREATION COMMISSION - ADVISORY

DIVERSITY, EQUITY, & INCLUSION COMMISSION - ADVISORY

PROCESS

NEXT STEPS...

PARK DESIGN & DOCUMENTATION PHASE | FALL / WINTER 2022 - SPRING 2023

PARK CONSTRUCTION | 2023

THANK YOU!

CITY OF ELLENSBURG, WA
CITY COUNCIL
SEPTEMBER 19, 2022



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: September 19, 2022

Item Title/Agenda Subject: Master Services Agreement Between City of Ellensburg and Origin Utility, Inc.

Submitted by: Jerica Pascoe Finance Department

Recommended Action or Motion: Authorize the City Manager to sign the attached Master Services Agreement with Origin Utility, Inc. and associated Statement of Work and Order Form for certain software subscription, implementation, development, and support services, including sublicensing of third-party software, for utility and municipality operations in substantially similar form.

Background/Summary: The City entered into an agreement with Brookhouse Professional Services LLC (BPS) in December of 2020 to assist in the search for a new Customer Information System (CIS). The CIS is used for utility billing and payment recording. The search included a needs discovery, Request for Proposal (RFP), proposal reviews, software demonstrations, additional due diligence, virtual site visits, and contract review and negotiations. This has been an extremely long and arduous process.

The City selected Origin as the new CIS vendor and have completed negotiations and finalized the contract documents. Full implementation of the new software is expected to take approximately 12 to 18 months.

Previous Council Action: August 15, 2022 Council approved a new scope of work to allow BPS to continue to support the implementation of a new CIS with project management oversight.

Analysis: The City received eight vendor proposals of which one was deemed non-responsive and seven others were evaluated by a team of City staff from the Public Works & Utilities and Finance Departments, and the IT Division. The evaluation team recommended four vendors advance to the demonstration phase. After scoring the demonstrations, and pursuing follow-up questions regarding capability to meet the City's requirements,

the evaluation team recommended advancing Origin's proposal for final due diligence and contract negotiation. After a prolonged technical review the City successfully negotiated an agreement with Origin.

Origin has been providing professional services, software and solutions in the utility billing meter-to-cash (M2C) space for 15 years and will provide a cloud hosted solution powered by Oracle Cloud Infrastructure (OCI). It bundles Oracle's Customer to Meter (C2M) CIS with Origin's mobile work management solution (MobileLite) and Origin's customer self-service web portal, Customer Experience (OCX). OCX is a modern utility SaaS portal, customized to the City's functional and branding requirements, featuring robust customer service and payment processing functionality.

Oracle C2M combines long term market-leading utility billing and meter data management software, used by some of the largest and most complex utilities in the world, into a streamlined platform.

By choosing this fully hosted solution, the City gains a well-rounded, world-class utility billing system with Origin's expert team managing the solution on our behalf. The solution delivers a streamlined CIS, customer web portal, and mobile work management solution running in a predictable and sustainable manner enabling City staff to focus on high-value activities such as innovation and customer engagement.

As required by the City, C2M offers productized integrations for work and asset management systems, financial / enterprise resource planning (ERP) systems and Geographical Information Systems (GIS). The integration is agnostic with regards to cloud versus on-premises edge applications and position's the City to adapt to future advances in technology across the utilities and core enterprise systems.

Utility customers will experience several positive changes with the new CIS. The online bill presentment will allow for paperless billing, real-time billing and payments as they occur, notifications when a new bill has been generated, and reminder notifications when payments are due. During conversations with other utilities using this software, they have

noted that customers are very pleased with the online customer portal. Solar customers' utility bills will show how much electricity they have consumed as well as how much they have generated and their banked balance.

Financial Impact:

The Council adopted 2021/2022 budgets include \$505,000 for the CIS software replacements in the IT Internal Service Fund, with allocable fees charged to the six utility funds and General Fund. Additionally, the budget included sufficient funds for the vendor selection and negotiation professional services contract with BPS. The initial cost at contract signing is \$182,747.88 with total monthly fees, deliverables, and software costs totaling \$733,800 over approximately 10 months.

Upon completion, the annual subscription fee is \$155,000 through 2026.

In addition to vendor costs for implementation and project management, the City will need to add staff capacity to successfully complete this project. The project team will require extensive hours across many departments of the City, with particular focus on veteran resources lending their expertise to defining future-state business processes and software configuration, integrating the new system with GIS, Financial Management, and meter software, and testing the system to ensure the City's requirements are met. Additionally, staff resources are needed to support project management activities, and oversee and coordinate testing, training, and data conversion.

Currently, the City has critical vacancies in Financial Applications, Finance Customer Services, GIS, and IT Desktop support areas, and announced departures of two of three operations analysts in Public Works and Utilities. In addition to filling these vacancies with staff able to contribute to the project, or backfilling assignments for staff assigned to the project, these positions perform vital work to support ongoing operations and other projects. If the City is unable to reach full staffing capacity or fill key project roles, additional contracted resources may be necessary to keep the project on schedule.

Budget adjustments will be needed in 2022, with the balance of the project expenditures, ongoing subscription fees, and fees

charged to other funds proposed in the 2023-2024 Biennial Budget.

Attachments:

[2022-09-13 Origin - Ellensburg MSA](#)

[2022-09-13 Origin - Ellensburg Order Form _SOW](#)

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT is entered into as of the Effective Date, by and between Origin Utility, Inc., a Nevada corporation with offices at 1930 Village Center Circle, Suite 3-704, Las Vegas, NV 89134 (“Origin”), and the City of Ellensburg, a(n) Washington municipal corporation with offices at 501 North Anderson St., Ellensburg, WA 98926 (“Customer”, “City”), and each referred to individually as “the Party” or together as the “Parties”.

RECITALS

A. Origin provides certain software subscription, implementation, development and support services, including sublicensing of third party software, for utility and municipality operations.

B. Customer desires to retain Origin to provide such services, and Origin is willing to perform such services, as identified in the mutually agreed Order Form and statement(s) of work as appended, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Origin and Customer agree as follows:

AGREEMENT

1. Agreement; Order of Precedence.

(a) Entire Agreement. This Agreement, including and together with any related Order Forms, SOWs and the following Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter:

- i. Exhibit A – Information Security Agreement
- ii. Exhibit B – Service Level Agreement

(b) Order of Precedence. In the event of any dispute arising from or related to this Agreement, the documents shall have the following order of precedence.

- i. Master Services Agreement
- ii. Origin Order Form
- iii. Statement of Work
- iv. Information Security Agreement
- v. Service Level Agreement
- vi. Certificate of Insurance

2. Definitions.

(a) “Aggregated Statistics” means aggregated and anonymized Application Monitoring Data used to compile statistical and performance information related to the provision and operation of the Subscription Services.

(b) “Agreement” means this Master Services Agreement and all related documents as specified herein.

(c) “Application Monitoring Data” means meta-data, data and information related to Authorized User’s access and use of the Subscription Services that is and can be used by Origin for application monitoring, pricing, and Origin’s technology management purposes.

(d) “Authorized Users” means users designated by Customer to access and/or use the Subscription Services and/or Third Party Software.

(e) “Change Order” means a document setting forth additional or amended Services, including any Enhancements, entered into by the Parties.

(f) “Claim” means any third party claim, demand, suit or proceeding.

(g) “Compensating Controls” means actions or processes that yield a similar output to standard operating procedures, but that are temporary in nature.

(h) “Confidential Information” means confidential and proprietary information of a Party, whether in oral, written or other form, which is marked “confidential” or “proprietary,” or which should reasonably be deemed to be confidential. Confidential Information does not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of the Receiving Party; (2) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (3) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (4) the Receiving Party rightfully obtains such information from a third party without a breach of confidentiality.

(i) “Customer Data” means all data or other information made available to Origin by Customer or Authorized Users.

(j) “Customer Statistical Data” means the results of mathematical operations on data points related to transaction load, computational transactions, and performance. For avoidance of doubt, this is not related to Customer Data content, only to the performance of such data as it relates to the marketability of the Services.

(k) “Customer Success Manager” means Origin main point of contact for any Service related matters.

(l) “Deliverable” means any Professional Services deliverable which is specified in an Order Form executed hereunder, including, but not limited to, any design, module, software, product, or other material, or component thereof including underlying any associated documentation, to be developed for and delivered to Customer by or on behalf of Origin pursuant to this Agreement.

- (m) “Disclosing Party” means a discloser of Confidential Information to Receiving Party.
- (n) “Effective Date” means the date of execution of this Agreement by both Parties.”
- (o) “End User Terms” means end user terms identified in an Order Form, as applicable.
- (p) “Enhancement” means customizations or Customer-specific enhancements of the Subscription Services.
- (q) “Indemnification Notice” means written notice of any Claim, which asserts such Claim and sets forth in reasonable detail the basis for indemnification.
- (r) “Indemnified Party” means a Party seeking indemnification.
- (s) “Indemnifying Party” means a Party against whom indemnification is sought.
- (t) “Losses” means costs, damages or losses (including reasonable attorneys’ fees and expenses).
- (u) “Notice” means all notices, requests, consents, claims, demands, and waivers under this Agreement.
- (v) “Order Form” means an ordering document that references this Agreement, entered into by the Parties detailing the Services to be provided to Customer by Origin.
- (w) “Origin IP” means (i) any existing technology, methods, processes, techniques, software (including source code, object code and any portions thereof) content, ideas, information and related intellectual property (including without limitation all patent, copyright, trademark, trade secret and other intellectual-property or proprietary rights therein) of Origin, any derivatives or improvements to the foregoing created or developed by Origin (alone or with others), or otherwise any of the foregoing created, developed by or on behalf of Origin outside of this Agreement, that is later used in the performance of Services, or (ii) generally applicable tools, concepts, processes, models, techniques, software, and the like developed or created in connection with the Services without reliance on the Confidential Information of Customer.
- (x) “Professional Services” means the software implementation and development services to be provided by Origin to Customer as detailed in an Order Form.
- (y) “Project Manager” means person designated by a Party to act as that Party’s primary contact responsible for day-to-day communications between the Parties and their respective teams regarding the subject matter of an SOW.
- (z) “Receiving Party” means a recipient of Confidential Information from Disclosing Party.
- (aa) “Security Incident” means a suspected or confirmed unauthorized or unlawful access to any systems containing Customer Data or to Customer Data processed by the Subscription Services.

(bb) “Services” means the Subscription Services and Professional Services.

(cc) “SOW” means a statement of work incorporated into an Order Form setting forth additional Professional Services to be provided by Origin to Customer.

(dd) “Subscription Services” means the software subscription services provided by Origin for Customer as detailed in an Order Form.

(ee) “Term” means the period commencing on the Effective Date and continuing until the completion of all Services detailed in any Order Form unless sooner terminated in accordance with this Agreement.

(ff) “Third Party Agreement” means the license terms and conditions for Third Party Software, as applicable.

(gg) “Third Party Software” means third party software which may be licensed from time to time by Origin for Customer’s use in conjunction with the Services

(hh) “Update” means updates, bug fixes or other changes to the Subscription Services.

3. **Services; Third Party Software.**

(a) Origin Services. Origin agrees to use commercially reasonable efforts to provide the software Subscription Services and Professional Services, (Services) to Customer as detailed in an Order Form. An Order Form may incorporate one or more SOW, each of which are herein incorporated by reference. Customer understands that Origin’s performance may be dependent, in part, on Customer’s actions. Accordingly, Customer will provide Origin with the items and assistance specified in the applicable Order Form in a timely manner as defined in the Order Form. As defined in the Order Form, dates or time periods relevant to performance by Origin shall be appropriately and equitably extended to account for any delay in the provision by Customer of any such items or assistance to the extent any such delays affect Origin’s ability to perform in accordance with the schedule set forth in the applicable Order Form. Any Subscription Services provided are supported as detailed in the information security exhibit attached hereto as **Exhibit A** and the service level agreement attached hereto as **Exhibit B**, which are attached hereto and incorporated herein.

(b) Updates. Origin may, in its sole discretion, issue an Update to the extent such Update does not materially impair or adversely change Customer’s use of the Subscription Services. Origin will use commercially reasonable efforts to notify Customer of an Update that may materially change or impair Customer’s use of the Subscription Services. Notwithstanding the foregoing, Origin is responsible for maintaining all state and Federal regulatory requirements as they pertain to the transaction and outputs of the Subscription Services, to include but not limited to, bill presentment and formatting.

(c) Enhancements. In the event Customer desires for Origin to develop an Enhancement, Origin will provide description of and cost to develop such Enhancement to Customer through a Change Order as outlined in Section 3(g) Change Order Process. Customer agrees to pay the associated fees for such Enhancement as mutually agreed to through the Change Order process and as subsequently specified on an approved Order Form.

(d) Origin Representatives. Origin shall designate well-qualified employees to perform the Services set out in each Order Form and this Agreement. Customer shall have the right to review Origin personnel assigned to the project. This includes but is not limited to the ability to require a timely qualified replacement. Origin warrants that each person assigned to the project is assigned for the duration of the project in their respective area of expertise unless due to the following exceptions: Customer request for replacement, illness, death, termination, or resignation from Origin. No contractors or subcontractors shall be used on the project. Customer will not be responsible for paying the time or costs related to briefing, training, or onboarding any new Origin personnel assigned to the project, regardless of circumstance. Origin will be responsible for any breach of this Agreement by its employees.

(e) Third Party Software. To the extent an Order Form details Third Party Software, Customer understands and agrees that Customer's use of any Third Party Software will be governed by a Third Party Agreement as set forth on the applicable Order Form. For clarity, the Services do not include Third Party Software. Customer understands and agrees that Origin is not responsible for Customer's nor any third party's obligations relating to any Third Party Software or Third Party Agreements and Origin specifically disclaims any liability relating thereto. The Third Party Software is provided to Customer by Origin "AS IS." Origin will, to the extent permitted by its vendors, pass through to Customer any warranties and indemnifications provided by the manufacturer of the Third Party Software.

(f) Customer Success Manager; Project Managers. For each Order Form, Origin will designate a Customer Success Manager. In each SOW, Customer and Origin each will designate one person to act as that Party's Project Manager.

(g) Change Order Process. To the extent Customer desires to add or amend Services to be provided by Origin pursuant to an Order Form and/or SOW, Origin's Customer Success Manager or Project Manager will prepare a Change Order detailing the work to be performed and associated costs. The Change Order will be in effect upon the mutual acceptance as entered into by signature of authorized representatives of both Parties.

4. Grant of Rights for Subscription Services; Restrictions and Responsibilities.

(a) Grant of Rights. As detailed on an Order Form, and subject to compliance with this Agreement, and any Third Party Agreements, Origin hereby grants to Customer a non-exclusive, non-transferable right, during the subscription term set forth in the applicable Order Form, to allow Authorized Users to access and use the Subscription Services and Third Party Software solely for Customer's internal business use.

(b) Restrictions. Customer shall not use the Subscription Services or Third Party Software for any purposes beyond the scope of the access granted in this Agreement or the applicable Third Party Agreement. Customer shall not knowingly permit Authorized Users or any third party to: (i) copy, modify, or create derivative works of the Subscription Services or Third Party Software, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services or Third Party Software; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or Third Party Software or any software, documentation or data related to the Subscription Services or Third Party Software, in whole or in part; (iv) remove any proprietary notices from the Subscription Services or Third Party Software; (v) use the Subscription Services or Third Party Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vi) utilize the Subscription Services or Third Party Software to create, develop, enhance, or modify any competing product or service. Customer is responsible and liable for all uses of the Subscription



Services and/or Third Party Software resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its Authorized Users, and any act or omission by any such Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

(c) Suspension. Origin may suspend Customer's or any Authorized User's access to any portion or all of the Subscription Services and/or Third Party Software if Origin reasonably determines that (a) there is a disruption, security risk, threat or attack on the Subscription Services or Third Party Software or to any other customer or vendor of Origin; (b) Customer, or any Authorized User, is knowingly using the Services or Third Party Software for fraudulent or illegal activities; (c) Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (d) Origin's provision of the Subscription Services or Third Party Software to Customer or any Authorized User is prohibited by applicable law; or (e) Customer fails to pay any undisputed invoices in accordance with the terms of this Agreement.

(d) Customer Facilities. Customer shall (i) provide Origin with access to Customer information, equipment, and facilities that are reasonably required and requested by Origin in performing the Services, including without limitation reasonable and necessary online access, working space and office support as Origin may reasonably request when working at Customer's facilities, provided, however, that Origin is and remains in compliance with any confidentiality and data-security provisions of this Agreement; (ii) require that Customer's supporting personnel respond promptly to any reasonable requests from Origin for instructions, information, or approvals to enable Origin to provide the Services; (iii) cooperate with Origin in its performance of the Services; and (iv) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Origin's provision of the Services.

(e) Customer Security Responsibilities. Customer shall maintain information security policies and procedures to protect Customer's information, including Customer Data, from unauthorized access, disclosure, or misuse. Customer shall maintain adequate physical controls and password protections for any of Customer's servers or systems processing Customer Data. Customer understands and agrees that, except as permitted under this Agreement, Customer and Authorized Users may not use or disclose login credentials made available as part of the Services.

(f) Compliance with Policies. Customer understands and agrees that its Authorized Users are subject to the Origin Privacy Policy available at <https://originutility.com/privacy-policy/> or as may be provided upon request, and any End User Terms. Unless otherwise specified in an Order Form, Origin may update End User Terms upon sixty (60) days' notice to Customer, and Customer agrees that its Authorized Users will be subject to such updated End User Terms upon written notice.

(g) Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Subscription Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers.

(h) Non-Solicit. Customer recognizes that Origin's employees are a valuable resource of Origin. Origin recognizes that Customer's employees are a valuable resource of Customer. Accordingly, the Parties mutually agree that they will not, from the Effective Date hereof until the one (1) year anniversary of the termination date of this Agreement, either alone or in conjunction with any other party, directly or indirectly, (a) induce or encourage (or attempt to induce or encourage) any employee of the other



Party to leave the employ of, or terminate or alter his/her/its engagement whether for purposes of employing or contracting any such employee in a competing business or for any other reason, or (b) interfere in any way with the relationship between either Party and any such employee or contractor.

5. Payment.

(a) Fees. In consideration of the provision of Services pursuant to an Order Form, Customer shall pay the fees set out in the applicable Order Form within thirty (30) days from Customer's receipt of applicable itemized invoice. Upon expiration of the initial Term, Service fees may be renegotiated but will increase no more than 3% annually.

(b) Late Payments. Except for invoices that Customer disputes in good faith, all late payments shall bear interest at the lesser of the rate of 1.0% per month or the highest rate permissible under applicable law. Customer shall also reimburse Origin for all costs incurred in collecting any undisputed late payments, including, without limitation, attorneys' fees and expenses. In addition to all other remedies available under this Agreement or at law (which Origin does not waive by the exercise of any rights hereunder), if the Customer fails to pay any undisputed amounts when due hereunder, then Customer will be in material breach of this Agreement and Origin may, at its sole option, suspend the provision of any Services and/or terminate this Agreement in accordance with Section 9(c).

(c) Taxes. Customer shall be responsible for all sales, use, excise and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Origin's income, revenues, gross receipts, personnel, real or personal property or other assets.

(d) Expenses. Customer shall reimburse Origin for all reasonable travel expenses approved by Customer and incurred by Origin in providing the Services within thirty (30) days from Customer's receipt of invoice for the same.

6. Nondisclosure; Confidential Information.

(a) Nondisclosure. Receiving Party shall not be a Disclosing Party to anyone other than such Receiving Party's employees and contractors with a need to know such Confidential Information, and who are bound by a written agreement to protect the confidentiality of such Confidential Information no less protective than the provisions of this Section 6, or as required by applicable law. Each Party agrees to take the same measures used to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care, to prevent any unauthorized use, disclosure, publication, or dissemination of the other Party's Confidential Information. Each Receiving Party agrees to use and disclose the Disclosing Party's Confidential Information for the sole purpose of carrying out such Receiving Party's rights and obligations under this Agreement and shall be responsible and liable for all such usage or disclosure. Receiving Party may disclose Confidential Information if and to the extent that such disclosure is required by applicable law, regulation, or court order, provided that, as permitted by applicable law, Receiving Party provides Disclosing Party at least ten (10) business days to file a court injunction to prevent the Receiving Party from releasing the records (reference RCW 42.56.540), after which time, if no court injunction has been obtained by the Disclosing Party, the Receiving Party may release the documents..

(b) Return of Confidential Information. In addition to each Party's obligations upon the expiration or termination of this Agreement, upon either Party's request, the other Party shall return all of the requesting Party's Confidential Information in its possession or under its control in accordance with

the requesting Party's directions and shall not thereafter retain any copies of the other Party's Confidential Information.

7. Intellectual Property Rights.

(a) Customer Data, Aggregated Statistics and Application Monitoring. Except as set forth in this Agreement, Customer owns all right, title, and interest in and to Customer Data. By providing Customer Data to Origin, Customer represents that it has the right to do so and Origin has the right to use such Customer Data only in the performance of its duties relating to the operation of the Services.

(b) Services. Customer acknowledges and agrees that the Services, and any copies, updates, or derivative works thereof, along with the right to make, have made, practice, employ, exploit, use, develop, reproduce, copy, distribute copies, publish, license, or create works derivative of any of the foregoing, exclusively belong to and are the property of Origin, or as set forth in the applicable Third Party Agreement. Customer further acknowledges and agrees that Origin IP exclusively belong to and are the property of Origin. The Parties agree that Origin will own all right, title, and interest in and to the Origin IP. Except for the limited rights granted to Customer in this Agreement, all other rights, title, and interest in the Origin IP are reserved by Origin.

(c) Aggregated Statistics and Application Monitoring Data. Notwithstanding anything to the contrary in this Agreement, Origin may monitor Customer's and each Authorized User's Application Monitoring Data. The same data may be Aggregated Statistics. Further, Customer acknowledges that Origin may compile Aggregated Statistics based on Customer Statistical Data. Customer agrees that Origin may (a) make Aggregated Statistics publicly available in compliance with applicable law, and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer, any Authorized User, or Customer's Confidential Information. Customer and each Authorized User hereby grant to Origin a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, worldwide license to access, revise, reproduce, distribute, and otherwise use and display the Customer Statistical Data and perform all acts with respect to the Customer Statistical Data as necessary for Origin to provide the Subscription Services to Customer, and a non-exclusive, perpetual, irrevocable, transferrable, royalty-free, worldwide license to access, revise, reproduce, distribute, and use and display Customer Statistical Data incorporated within the Aggregated Statistics. Customer acknowledges that, as between Customer and each Authorized User on the one hand, and Origin on the other hand, Origin owns all right, title, and interest, including all intellectual property rights therein, in and to the Aggregated Statistics, and Application Monitoring Data.

(d) Professional Services Deliverables. Customer shall own all right, title, and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual-property or proprietary rights therein that may be secured in any place under laws now or hereafter in effect) in and to such Deliverable. For the avoidance of doubt, Deliverables do not include Origin Intellectual Property.

(e) Third Party Software. All rights, title, and interest in and to Third Party Software are as described in the applicable Third Party Agreement.

(f) Publicity. Origin must obtain prior written authorization to reasonably use and publicly display the trademarks, service marks, logo and trade names of Customer solely in accordance with Customer's standard guidelines and policies.

8. Indemnification and Hold Harmless.

(a) Customer Indemnification. Customer shall indemnify, defend and hold harmless Origin, its affiliates, and its and their respective employees, principals, agents, licensors, successors and assigns from and against any and Losses arising out of or resulting from a Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence, willful misconduct, violation of law, or breach of this Agreement.

(b) Origin Indemnification. Origin shall indemnify, defend and hold harmless Customer, its affiliates, and its and their respective employees, principals and agents, licensors, and successors and assigns from and against any Losses arising out of or resulting from any Claim (i) that the Subscription Services, when used in accordance with the terms of this Agreement and the applicable Order Form, infringes or misappropriates such third party's intellectual property right or (ii) based on Origin's negligence, willful misconduct, violation of law, or breach of this Agreement.

(c) Indemnification Procedure. The Indemnified Party agrees to promptly notify the Indemnifying Party with an Indemnification Notice. The failure to so notify the Indemnified Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying Party. The Indemnifying Party shall be entitled to control such defense. If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall have the right to control such defense at the Indemnifying Party's reasonable expense. The party not controlling such defense may participate therein at its own expense. Each Party shall cooperate in the defense of any Claim. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of such Claim if the settlement does not release the Indemnified Party from all liabilities and obligations with respect to such Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party or involves an admission of fault or wrongdoing by an Indemnified Party.

9. Insurance.

(a) Minimum amounts of insurance. During the term of this Agreement, Origin shall maintain in full force and effect, with insurers with a current A.M. Best rating of not less than A:VII, not less than the following coverage and limits of insurance:

(i) Commercial general liability or comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage, two million dollars (\$2,000,000.00) aggregate;

(ii) Business automobile or comprehensive automobile insurance in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit of bodily injury and property damage;

(iii) Workers' compensation insurance as required by the States of Nevada, including proof of its Extraterritorial Coverage Certificate filed with the Washington Department of Labor and Industries;

(iv) Professional liability insurance coverage in an amount not less than one million dollars (\$1,000,000); and

(v) Information and network security & privacy insurance in the amount of not less than eight million dollars (\$8,000,000) per claim and eight million dollars aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

(b) Other Insurance Provision. Origin's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of Origin's insurance and shall not contribute with it.

(c) Failure to Maintain Insurance. Failure on the part of Origin to maintain the insurance as required shall constitute a material breach of contract, upon which the Customer may, after giving five business days' notice to Origin to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Customer on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

(d) Customer Full Availability of Origin's Insurance Limits. If Origin maintains higher insurance limits than the minimums shown above, the Customer shall be insured for the full available limits of Commercial General and Information and Network Security & Privacy insurance maintained by Origin, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished the Customer evidences limits of liability lower than those maintained by the Consultant.

(e) Notice of Cancellation. Origin shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

10. Warranties and Disclaimer.

(a) Each party represents and warrants to the other that; (i) it has the requisite power and authority to execute and deliver this Agreement and perform its obligations herein; (ii) this Agreement has been duly authorized, executed, and delivered by each party, and is a legal, valid, and binding obligation of each party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and principles of equity affecting creditors' rights and remedies generally; and (iii) this Agreement does not violate, conflict with, result in a breach of the terms, conditions, or provisions of, or constitutes a default or an event of default under any other agreement to which such Party is a Party.

(b) Origin represents and warrants to Customer that it will perform and provide all Services in a professional and workmanlike manner in accordance with the Order Form and applicable law. Origin warrants and represents that each of its employees or agents assigned to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility and expert knowledge in the products and Services for which they are assigned to advise, assist or support, so as to be able to perform in a competent and professional manner. If the Customer has a reasonable issue with the performance of an Origin resource, the Customer may request that Origin remove and replace the resource with a resource of comparable skill and expertise. Furthermore, Origin represents and warrants to Customer that the SmartCity Solution will operate materially in accordance with its specifications, the Statement of Work, the Order Form, and the

terms of this Agreement, for so long as subscription to the software is in effect. Upon any expiration, termination or suspension of the SaaS subscription, this warranty shall end, and thereafter Origin makes no warranties, disclaims and excludes all representations, warranties and conditions related to the SmartCity solution as outlined in the Order Form.

(c) Origin warrants that it has full title to and ownership of the software licensed to Customer under this Agreement, and that it has full power and authority to grant the licenses granted to Customer under this Agreement. Origin warrants that Customer's use of Origin's software will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary or other right of any third party. Origin warrants that there currently is no actual or threatened suit by any third party based on an alleged violation of its rights by Origin.

(d) OTHER THAN THE WARRANTIES SPECIFICALLY MADE IN THIS AGREEMENT, THE SERVICES ARE AVAILABLE "AS-IS" AND "AS-AVAILABLE." ORIGIN AND ITS LICENSORS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING OUT OF CUSTOM OR TRADE USAGE, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. FURTHER, ORIGIN AND CUSTOMER ACKNOWLEDGE AND AGREE THAT ORIGIN DOES NOT AND CANNOT GUARANTEE ANY SPECIFIC BUSINESS OUTCOME OR RESULT FROM CUSTOMER'S USE OF THE SERVICES UNDER THIS AGREEMENT.

11. Limitation of Liability.

(a) EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE INSURED AMOUNTS LISTED IN SECTION 9.

12. Term, Termination and Survival.

(a) Term. This Agreement shall commence as of the Effective Date and continue until the completion of all Services detailed in any Order Form unless sooner terminated pursuant to this Section 12.

(b) Customer Termination. Customer may terminate this Agreement in whole or in part whenever the Customer determines, in its sole discretion that such termination is in the best interests of the Customer, upon not less than thirty (30) days' written notice to Origin. Written notice will be by certified mail sent to Origin's designated representative at the address provided by Origin. If this Agreement is terminated in its entirety by the Customer for its convenience, the Customer shall pay Origin for



satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed services or other work.

(c) Termination. Either Party may terminate this Agreement and/or any Order Form(s), effective upon written notice to the other Party if Party:

(i) Materially breaches this Agreement and/or the applicable Order Form(s), and such breach is incapable of cure, or with respect to a material breach capable of cure, the Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.

(iv) Is dissolved or liquidated or takes any corporate action for such purpose.

(v) Makes a general assignment for the benefit of creditors.

(vi) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Failure to Pay. Notwithstanding anything to the contrary in this Agreement, Origin may terminate this Agreement and/or any Order Form(s) before the expiration of the Term upon written notice to Customer if Customer fails to pay any undisputed amount when due hereunder and such failure: (a) continues for thirty (30) days after Customer's receipt of written notice of nonpayment, or (b) occurs more than three (3) times in any twenty-four (24) month period. If Customer's failure to pay any undisputed amount due hereunder gives Origin the right to terminate this Agreement and/or any Order Form pursuant to the immediately preceding sentence, then Origin may, at its sole option, and without waiving such termination right, suspend performance under this Agreement and/or any Order Form and provide Customer with an opportunity to bring its payment obligations current.

(e) Effect of Termination. Upon expiration or earlier termination of this Agreement and/or any Order Form, Customer shall immediately discontinue all use of the Subscription Services and Customer shall pay Origin all undisputed fees accrued through the effective date of termination under each terminated Order Form within thirty (30) days of Origin's invoice therefor. Payment of this final invoice shall not bar any remedy, legal, equitable, or otherwise available to either Party, and no expiration or termination will affect Customer's obligation to pay all undisputed fees that may have become due before such expiration or termination or Origin's obligation to provide or complete services to be rendered for such payment.

(f) Transition Period. Upon termination of the applicable Order Form and upon Customer's advance written request, Customer will have the right, for a period of sixty (60) days from termination of the applicable Order Form (the "Transition Period"), to continue to use the Subscription Services set forth in the applicable Order Form. All terms and conditions of this Agreement shall remain in full force and effect during the Transition Period. During the transition period, Origin will provide full access to the Customer's data and will provide a database backup upon request. Origin will provide the Customer with a final version of the data dictionary at the completion of the solution implementation. If the

transition requires Professional Services, the Parties will enter into a separate SOW detailing the same. After expiration of the Transition Period, Customer's access to the Services will immediately cease.

13. General Provisions.

(a) Non-Disparagement. Each Party agrees and covenants that such Party shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party or its businesses, employees or officers. The Customer may make, publish, or communicate remarks, comments, or statements containing good faith statements of experiential information regarding Origin, its businesses, employees, or officers to other entities conducting reference checks as part of their process to consider purchasing software and services provided by Origin, and to other persons or entities engaged by the Customer to provide services related to the Customer's utility billing, payment processing, information technology, meter management, or field service management processes and systems.

(b) Entire Agreement. This Agreement, including and together with any related Order Forms, Exhibits, SOWs and attachments, constitutes the sole and entire Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

(c) Notice. Notice must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid).

If to Origin:

Origin Utility, Inc.
Attn: Justin Saye
1930 Village Center Circle, Suite 3-704
Las Vegas, NV 89134
Email: jsaye@originutility.com

If to Customer:

The City of Ellensburg
Attn: Jerica Pascoe
502 North Anderson St.
Ellensburg, WA 98926
Email: pascoe@ci.ellensburg.wa.us

(d) Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

(f) Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of

any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

(g) Assignment. Neither party may assign this Agreement without the prior written consent of the other Party; provided, however, City's consent is not required for an assignment by Origin as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Origin's assets. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and assigns.

(h) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Washington, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington. In the event of a dispute, the venue of any litigation brought hereunder shall be Kittitas County, Washington of federal court for the Eastern District of Washington in Yakima, Washington.

(k) Dispute Resolution. Except with respect to disputes regarding intellectual property rights or confidentiality, the Parties will first attempt in good faith to promptly resolve any dispute arising under this Agreement by good faith negotiation by senior executives.

(l) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. Notwithstanding anything to the contrary in Agreement, a mutually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(m) Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control. Without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, the affected Party shall be entitled to give notice in writing to the other Party to terminate this Agreement.

(n) Survival. Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive.

[Signatures on following page]



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

Origin:

Origin Utility, Inc.

Customer:

The City of Ellensburg

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Information Security Exhibit

Origin has established and will maintain a formal, documented, companywide information security management system that contains administrative, technical, and physical safeguards to protect against reasonably foreseeable internal and external risks to the confidentiality, availability, and integrity of Customer Data (“Information Security Policy”).

1. Notification of the Policy.

The Information Security Policy will be communicated to all Origin personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to promote its operational effectiveness and compliance with all applicable laws and regulations and to address new threats and risks.

2. Personnel and Contractor Protections.

Origin will implement the following controls:

- (a) Perform appropriate criminal, education, and employment background checks on personnel for potential security risks.
- (b) As needed, require employees, contractors, and subcontractors to sign appropriate written confidentiality/nondisclosure agreements and information security policy agreements.
- (c) Supply each of its personnel with appropriate, recurring training regarding information security procedures, risks, and threats.
- (d) Have an established set of procedures requiring personnel and contractors to promptly report actual and/or suspected breaches of security.
- (e)

3. Access Control.

Origin has implemented formal procedures to control access to its facilities, systems, services, Customer Data, including, but not limited to, user account management procedures and the following controls:

- (a) As appropriate, network access to both internal and external networked services are controlled, including, but not limited to, by the use of properly configured firewalls.
- (b) Applications include access control to limit user access to information and application system functions.
- (c) Origin utilizes the principle of “least privilege” and concept of “minimum necessary” when determining the level of access for all users to Customer’s nonpublic sensitive information, such as through role-based access controls.
- (d) Authentication measures may include minimum password length, password complexity, a maximum password expiration, a minimum password expiration, dual factor authentication, and a minimum password history.
- (e) Wireless network access (e.g., IEEE 802.11x or similar technology) are protected using an authentication and encryption method that follows standard IEEE 802.11i and is at minimum AES-128 bit encrypted (WPA2.)
- (f) For cloud service providers, such as Oracle Cloud Infrastructure (OCI), the following access control provisions are in place:

- 1) Identity and Access Management Policies to control who has access to cloud resources and the type of access. Single Sign on using Oracle IDCS, VPN-enabled connections and authentication measures enforcing SmartCity Password Policy and 2FA.
- 2) Security & Firewall Rules to control packet-level traffic in and out of each client instance.
- 3) Use of Private Subnets for Application and Database instances.
- 4) Gateways and Route tables to control general traffic flow from OCI to outside destinations and vice-versa.
- 5) Security Zones to ensure OCI network and cloud resources comply with Oracle Security principles and best practices.

4. Patch Management.

Origin has a patch management program within the SmartOps technical support team. At a minimum of monthly, Origin will review for announced critical vulnerabilities. When critical security patches developed by software vendors are released, they are applied promoted through both pre-production and production environments in accordance with software provider recommendations but in no case longer than thirty (30) days to allow for validation and verification of the fixes. If the risk is not remediated within the timeframe above, Origin will implement Compensating Controls as appropriate to mitigate the risk until remediation can occur. On average, each component is updated at least every three (3) months for standard maintenance releases.

5. Security Monitoring and Analysis

Origin will provide our SOC2 attestation to the City upon completion of our audit. Origin handles security posture management with use of several Oracle Cloud Infrastructure enterprise and other industry standard monitoring tools:

- (a) Oracle Cloud Guard for Threat Prevention and Detection
- (b) Oracle Vulnerability Scanning service to detect host vulnerabilities
- (c) Oracle Identity Cloud Service User and Group Audit service to review unauthorized access
- (d) investigate threats
- (e) All these services feed data to our SIEM tool, Insight IDR, providing a centralized view of events to detect, analyze and remediate security threats.
- (f) A Customer Success Manager within the SmartOps team coordinates with Customer personnel for security-related events and status.

6. Data Security Incidents.

If Origin becomes aware of a Security Incident, Origin will promptly:

- (a) notify Customer in writing via e-mail of the Security Incident without undue delay in reasonable detail and to the best of its knowledge at that time the likely consequences for Customer specifically and other Parties in general of the breach or unauthorized use or disclosure of, or access to, Customer Data, including where possible, the categories and approximate amount of Customer Data concerned;
- (b) open a security ticket with OCI and work to sequester the affected system components;
- (c) open a techline with relevant partner and customer personnel for coordination and status updates until resolution or stabilization;

- (d) take reasonable steps to mitigate the suspected effects and to minimize any damage resulting from the Security Incident, which may include new system build with data lift and shift or other measures, and;
- (e) notify cyber insurance team to initiate communication and documentation protocols.

7. Disaster Recovery.

Origin provides disaster recovery services for the Subscription Services. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or non-functional, Origin will provide the ability to connect to the appropriate data center using software provided by Origin immediately, but in no case longer than twenty-four (24) hours from the date and time upon receiving notification of a disaster. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions.

Exhibit B

Service Level Agreement

This Service Level Agreement (“SLA”) applies to all Subscription Services. For the avoidance of doubt, Customer’s access and use of a Subscription Services will provide Customer the benefits and rights under this SLA at any time during the applicable Term (as defined below). Terms not otherwise defined below will have the same meaning as in the Agreement.

1. Service Level Definitions.

“Available” means the Subscription Services can be transacted in and accessed by Customer’s Authorized Users.

“Availability” means the percentage resulting from the following expression: the number of minutes in a calendar month minus the number of minutes the Subscription Services are not Available in such month excluding Excused Downtime, divided by the number of minutes in such month.

“Excused Downtime” means the minutes in a calendar month the Subscription Services are not Available due to: (a) Scheduled Service Modifications; and (b) mutually agreed upon circumstances beyond Origin’s reasonable control (e.g., force majeure events, general Internet outages, and Customer controlled service or infrastructure failures and delays.

“Monthly Subscription Fees” means the amount resulting from the following expression: the number of days in a calendar month falling under the Subscription Services Term divided by the number of days of such Term, multiplied by such Subscription Services fees for such Term.

“Scheduled Service Modifications” means any necessary or required maintenance, repairs, or updates, and the systems, networks, and infrastructure used by Origin to operate and provide the Subscription Services.

“Term” means the period of authorized access and use of the Subscription Services as set forth in an Order Form.

2. Monitoring.

Origin shall continuously log, monitor, and keep system records of the Subscription Services Availability on a minute basis. Subscription Services Availability for a given month shall be calculated using the following calculation:

The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

Service Availability Targets are subject to change due to the variance of the number of days in a month.

The total number of minutes which the service was not available in a given month shall exclude minutes associated with Excused Downtown.

3. Scheduled Service Modification Notice.

Origin shall provide Customer with commercially reasonable notice prior to all Scheduled Service Modifications.

4. Fee Credits for Availability Events.

If the Availability of the Subscription Services falls below 99.5% in any calendar month during the Term (each an “Availability Event”), Customer is entitled to receive a credit to be applied against Customer’s fees for the next Calendar month of the Subscription Services (“Fee Credit”). Origin will determine Fee Credits in accordance with the following table:

<u>Availability</u> (per calendar month)	<u>Fee Credit</u> (percentage of Monthly Subscription Fees for the calendar month subject to the Availability Event)
>= 99.5%	no credit
	1%
	3%
	7%

5. Server Performance & Capacity.

Origin shall provide sufficient server capacity for the duration of this Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for herein. In the event that Service Availability remains below 99.5% for any three (3) months in a rolling twelve (12) month period, Origin shall immediately increase Service Availability by whatever means are necessary at no additional expense to Customer, to meet or exceed the performance requirements of this Agreement.

6. Response Time Service Credits.

<u>Service Level Agreement – Solution Incident Resolution Times</u>				
<u>Severity</u>	<u>Acknowledge Receipt of SR</u>	<u>Initial Assessment</u>	<u>Update Frequency</u>	<u>Target Resolution</u>
Severity 1 (Critical) – Mission Critical	30 minutes	3 hours	30 Minutes	8 hours
Severity 2 (High) – Business Critical	4 business hours	1 business days	1 business day	2 business day
Severity 3 (Medium) – Business Operational	8 business hours	2 business days	1 business day	3 business days
Severity 4 (Low) – Productivity Impact	2 business days	3 business days	Weekly	5 business days
Comments a. An accepted workaround that allows for business continuity will lead to closure of the initial incident; a new incident shall be created to resolve the underlying issue that caused the initial				

Service Level Agreement – Solution Incident Resolution Times				
Severity	<u>Acknowledge</u> <u>Receipt of SR</u>	<u>Initial</u> <u>Assessment</u>	<u>Update</u> <u>Frequency</u>	<u>Target</u> <u>Resolution</u>
incident to be raised. An agreed upon timeframe to resolve the underlying issue will be established between the Customer and Origin on a case-by-case basis. b. Time is excluded from the measurement while waiting for the Customer to respond or provide additional information. c. Time is excluded from the measurement when the delay is caused only by a product vendor (e.g., Oracle SR). Origin will work closely with the Customer to maintain visibility of product vendor SR's and establish an agreed workaround plan to alleviate impacts. Critical calls must be placed by telephone and confirmed by email.				

Service Credits for response times defined below, will be calculated monthly and, in aggregate, shall not exceed seven percent (7%) of the equivalent monthly SaaS Fees. Services Credits will be awarded in increments for each missed SLA as detailed below.

7. Incident Escalation.

Levels of Escalation:

- Level 1:** front-line representatives
- Level 2:** more senior in their support role, they assist front-line representatives and take on escalated issues
- Level 3:** assist in incident escalations and specialized client issues
- Level 4:** responsible for the management of support teams for either a single product or a product group

If the Customer reasonably believes they are not receiving the service needed, they may contact the appropriate Customer Success Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs. On occasion, the priority or immediacy of a software support incident may change after initiation. A software support incident can be escalated by any of the following methods:

- Telephone** – For immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- Email** – Customers can send an email to software support to escalate the priority of an issue.

On-line Support Incident Portal – Customers can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number. Response Time Service Credits: Service Credits for response times defined in the table above, will be calculated monthly and, in aggregate, shall not exceed seven percent (7%) of the equivalent monthly SaaS Fees. Services Credits will be awarded in increments for each missed SLA as detailed below.

Severity	Credit Amount	Credit Trigger
Severity 1 (Critical) – Mission Critical	Per Occurrence above credit trigger: [Support total / 365] * 3	More than one (1) in a month
Severity 2 (High) – Business Critical	Per Occurrence above credit trigger: [Support total / 365] * 2	More than two (2) in a month
Severity 3 (Medium) – Business Operational	Per Occurrence above credit trigger: [Support total / 365]	More than three (3) in a month

Severity 4 (Low) – Productivity Impact	None	None
--	------	------



Order Form

This order form ("Order Form") is entered into as of the Effective Date by Origin Utility, Inc., a Nevada corporation ("Origin") and the City of Ellensburg, Inc., a Washington municipal corporation ("Customer", "City") pursuant to the Master Services Agreement entered into by the Parties ("MSA") on the Agreement Effective Date.

Origin Customer Success Manager: Stephanie Washburn.

1. Subscription Services

Application (License Type)	Authorized Accounts	Annual Subscription Fee	Subscription Term
Origin SmartCity	13,000	\$155,000.00	*1/1/23 – 12/31/23
Origin SmartCity	13,000	\$155,000.00	1/1/24 – 12/31/24
Origin SmartCity	13,000	\$155,000.00	1/1/25 – 12/31/25
Origin SmartCity	13,000	\$155,000.00	1/1/26 – 12/31/26
	Total:	\$620,000.00	

*Subscription Term start date is subject to Go-live in SOW# 01.

Total Annual Subscription Fee: \$ 620,000.00.

2. Origin SmartCity Subscription Description

All SaaS licenses are based on the enterprise model and serve as an agreement between the City and Origin that ensures compliance with subscription guidelines, payments, and SLAs.

For avoidance of doubt, the City is purchasing perpetual software licenses for the following applications. In the event the City ends their relationship with Origin but wishes to continue using underlying software licenses, an Assignment Agreement can be completed with Oracle for C2M and Origin for OCX and MobileLite to document the assignment change at no additional cost to the City. Optional maintenance and support may be negotiated and purchased at the time of transfer.

Application	Quantity	Description
Oracle Customer to Meter Base (C2M) Oracle Utilities Customer to Meter Base for Residential Customers	11,000	C2M v2.8 (SaaS) – Oracle Customer to Meter utility billing solution.
Oracle Customer to Meter Base (C2M) Oracle Utilities Customer to Meter Base for Commercial & Industrial Customers	2,000	C2M v2.8 (SaaS) – Oracle Customer to Meter utility billing solution.
Origin Customer Experience (OCX)	13,000	OCX v22a (SaaS) – Origin Customer Experience portal. Online self-service portal for the City's customers.
Origin MobileLite	13,000	MobileLite v22a – Origin's mobile work management solution.



2.1. Process for adding Authorized Accounts:

2.1.1. On an annual basis, the Origin Customer Success Manager within SmartOps will coordinate with a Customer Representative to create an audit record of the number of Active Accounts. Active Accounts are defined as any account with an active Service Agreement with the C2M system, as activated or deactivated by Customer Representatives through the normal course of business. A Service Agreement in C2M is an agreement to bill a utility service.

2.1.2. The Annual subscription price will be increased in blocks of 100 accounts at an annual rate of \$1,192.00.

3. Professional Services

[As set forth in Statement of Work # 01, attached hereto and herein incorporated by reference].

Total Professional Services Fee: \$ 733,800.00.

4. Third Party Software

Third Party Agreement Applicable to Customer	Third Party Agreement
N/A	N/A

IN WITNESS WHEREOF, the Parties hereto have caused this Order Form to be executed as of the Order Form Effective Date.

Origin:

Origin Utility, Inc.

By: _____
Name: _____
Title: _____

Customer:

City of Ellensburg, Inc.

By: _____
Name: _____
Title: _____

Statement of Work # 01

This Statement of Work # 01 (the “SOW”) is entered into pursuant to the Master Services Agreement, as of the Effective Date (the “MSA”), between Origin Utility, Inc. (“Origin”), and the City of Ellensburg, Inc. (“Customer”, “City”). Transactions performed under this SOW will be conducted in accordance with, and subject to, the terms and conditions of this SOW and the MSA, which are incorporated herein by reference. If any of the terms of this SOW conflict with the MSA, the terms of this SOW shall control only with regard to this SOW. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

1. SOW Term

The term of this SOW will commence on the Effective Date and, unless terminated by either Party pursuant to the Agreement, will remain in effect until Final Acceptance by City.

2. Professional Services

Origin is pleased to provide the Customer with this Statement of Work (SOW) to provide to implement a utility billing and asset management software solution that provides robust functionality for the management and billing of the City’s utility's customers for the following:

- Water,
- Stormwater
- Sewer
- Electricity
- Natural Gas
- Telecommunications
- Miscellaneous Utilities-Related Accounts Receivables
- General Miscellaneous General Accounts Receivables
- Collections

The City’s Request for Proposal, attached hereto as Exhibit A, and response to the Technical Questionnaire, attached hereto as Exhibit B, and any additional follow-up responses provided by Origin as part of the City’s due diligence in selecting this solution, shall be incorporated by reference as to the technical and functional requirements that will be met, at a minimum, to the City of Ellensburg. The solution includes online customer self-service for the City’s customers and mobile work management platforms. To meet the City's requirements, Origin is implementing the following components:

Oracle C2M v2.8 (SaaS)

- Customer to Meter Billing for Residential
- Customer to Meter Billing for Commercial and Industrial

Origin OCX v22a (SaaS)

- Customer Experience Portal (Self-Service) with Payment Processing Integration

Origin MobileLite v22a

- Mobile Work Management

2.1. Project Services Scope

Specific project phases and Deliverables are defined in Section IV below.

In addition to the Deliverables defined, the project includes the following services as part of the implementation of the City's new Customer Information System (CIS):

2.1.1. Services Performed Throughout the Project

- Change request / control approval and tracking process – identification of additional services not defined within the formal scope of the SOW, submitted as a change request that will impact schedule or cost.
- Risk reporting and response process – identification and mitigation of project risks that may impact schedule or cost, as well as the quality of the deliverables.
- Project status and reporting process – weekly project status updates to the City, to include schedule, upcoming deliverables, and risk/issue identification and mitigation.
Provisioning and maintenance of necessary environments (Development, Test, Pre-Production, and Production) including the application of new software versions

2.1.2. Services Performed During the Enable Phases

- Training of the City's core project team on the project method, solution features, and solution configuration
- Facilitation of Meter-to-Cash (M2C) workshops on key business processes covered by the solution, including:
 - Basics and CSR
 - Cashier and Finances
 - Planning and Customer Portal
 - Meters, Field Services, Rates, and Billing
 - Credit and Collections
 - Documentation of integration and interface design considerations

2.1.3. Services Performed During the Construct Phases

- Facilitation of the design and construct sprints
- Design, development, unit testing, and delivery of the following integrations:
 - CIS to Dynamics GP 2018 (Financial Management System)
 - Automatic Meter Reading (AMR) – intake of daily meter reads and uploading of meter reader instructions from the current AMR system.
 - Invoice Cloud – export of billing information, payments, and adjustments daily to a customer web interface, and the import of payment files into the CIS
 - Meter Test Software
 - GIS (ArcGIS) – asset management and field service work information data flow
- Design, development, unit testing, and delivery of reports for transitioning identified City reports to Jaspersoft reports. Origin provides 80 hours for work on transitioning reports. During the M2C workshops existing reports are assessed to determine what is required for development in Jaspersoft. If additional reporting is required, the City is responsible for amending existing reports or creating new reports.
- Conversion and migration of legacy data to the new database, including data cleansing, mapping, extraction, transformation, loading of all converted data, and data validation

2.1.4. Services Performed During the Confirm Phase

- Delivery of Train-the-Trainer training, including the development of training course content, guides, and exercises
- Design, configuration, unit testing, and delivery of billing statements, invoices, notices, and correspondence via a data extract that produces files for printing of hard copy PDFs.
- Documentation of backup and recovery procedures
Tracking and reporting test results

2.1.5. Services Performed During the Transition to Go Live Phase

Go-Live / cutover support

- Production support (Hypercare)
- Project closure including a stabilization report and project closure letter

2.2. Project Exclusions

- Design, development, unit testing, and delivery of any base product extensions. Base product is defined as the core Oracle C2M product. Oracle warrants a working base product, and any base product Defects identified by Origin or the City will be referred to Oracle for remediation in the form of a formal Service Request (SR).
- Design, development, unit testing and delivery of any additional reports outside the scope discussed above. Any additional reports outside the formal scope of the project can be developed on a Time & Material basis.
- Design, development, unit testing, and delivery of any integrations outside the scope discussed above. Any additional integrations outside the formal scope of the project can be developed on a Time & Material basis.
- User Acceptance Testing management, coordination, or oversight. User Acceptance Testing is the full responsibility of the City, as it pertains to the execution of day-to-day business processes where the C2M product will be used. Origin will support UAT through remediation of any Defects found related to Origin configuration or customization and facilitate the submission of Oracle SRs for base product Defects.

2.3. Project Acceptance Criteria

The City takes the following actions concerning review and approval of project Deliverables:

- Each Deliverable prepared by Origin requires approval by the City.
- The City completes the review of each Deliverable within five (5) business days, or as mutually agreed upon by the Parties, of delivery.
- The City provides Origin with (a) approval of the Deliverable OR (b) a written statement identifying in reasonable detail of Deficiencies. “Deficiency” is defined as a failure of a particular Deliverable to meet acceptable standards as reasonably required by the City, in one of two scenarios:
 1. Deficiencies in User Stories. A User Story is a tool used in Agile software development to capture a description of a software feature from an end-user perspective. User stories will describe a specific requirement with acceptance criteria to confirm the requirement is met. Failure to meet the acceptance criteria results in a defined Defect to be corrected.
 2. Deficiencies in a written Deliverable (e.g., Data Conversion Strategy or End User Training Materials). In this case, a Deficiency is any gap identified by the City that does not allow the City to use the Deliverable for the purpose in which it is intended.

- Additional time for review may be requested by the City and granted by Origin. Origin's approval for additional review is not to be unreasonably withheld, however may compromise the schedule. Impacts to the schedule will be assessed and discussed with the City prior to approval of the additional review period.
- Should the City provide Origin with a notice of Deficiency, Origin has five (5) business days, or a mutually agreeable longer time period, after receipt of the City's statement of Deficiencies to make all requested modifications to the Deliverable, recommend an acceptable alternative approach or indicate a disagreement. Upon delivery of the modified Deliverable, the City completes a review of the modifications made in response to the statement of deficiencies following the review process described above.

3. Staffing

Origin is proposing the below team of resources to deliver the Professional Services, barring any unforeseen out of work scenarios, these resources will be available during core City business hours. Prior to the start of the project, Origin will provide a list of the assigned Origin Project Team members, resumes, and their respective locations. Upon mutual agreement, either Party may request the substitution of any Origin Project Team member, governed by the terms and conditions of the MSA. The following table identifies the roles of Origin Project Team members that will be assigned to the City's project.

Role
Project Manager
Integration Architect
Solution Architect
Designer/Developer
Conversion Architect
Business Analyst
Trainer
Technical Architect

4. Deliverables

The table below includes all Deliverables Origin will provide the City. The RACI Chart (i.e., responsible, accountable, informed, consulted) for both Origin and Customer, along with the description of each Deliverable is included.

Deliverable	Origin	Customer	Description
Engage Phase <u>Purpose:</u> The Engage phase is the kick-off phase of the project. Origin and customer team members will work together to define project objectives, timelines, and the governance approach that will be used to manage the project. Due to the importance of data conversion to the overall success of the project, the data conversion approach is additionally defined in this phase.			
Project Schedule	R/A	C	A duration-based work plan that presents the tasks, task owners, estimated durations, dependencies, and resources necessary to successfully execute the project. This document includes the estimated delivery date of each Deliverable listed in this document. This plan is maintained throughout the project to accurately reflect the current project tasks and timelines.
Project Kick-Off Summary	R/A	C	Summary of the Project Kick-Off meeting with Origin, the City, and all relevant stakeholders. This summary will include the presentation deck and artifacts reviewed during the Kick-Off meeting.
Deliverables Inventory	R/A	C	Provides a complete list of Deliverables, templates, and examples to align plans, the Deliverable itself, and expectations. Once approved, the Deliverables Inventory becomes an actively managed document with percentage complete, status and expected/actual completion dates. Origin will conduct a Deliverable Level Set meeting with the City to confirm alignment.
Communication Plan	R/A	C	Outlines how the information will be communicated throughout the project.
SaaS Environment Security Configuration	R/A	I	Provide Customer with SaaS environment documentation from accredited third party for all instances that will be in contact or house city data prior to migration.
Data Migration Strategy	R/A	C	A plan for converting the Customer's existing data to the new solution, leveraging a proprietary data conversion tool that will

Deliverable	Origin	Customer	Description
			validate, transform, and load source CIS data provided by the Customer into the target C2M environments.
Enable Phase <u>Purpose:</u> Each development sprint during the project is led by a brief Enable phase. Origin team members will lead the customer team through a brief orientation of the relevant business process flow within the CIS and identify any unique configurations and integrations to be addressed during the development sprint. User stories are defined to guide the development work and acceptance criteria of the Construct phase.			
User Story Backlog	R/A	C	Detailed list of each business functional and technical requirement and the testing methodology to confirm requirements are met.
Enterprise Application Survey	R/A	C	This survey contains the integrations outlined in the City's RFP, section 2.4 – Integrations. This survey documents the type of communication and communication requirements.
Construct Phase <u>Purpose:</u> Following the definition of requirements in each Engage phase, Origin will configure the tool to the specifications outlined in each user story, as well as create necessary integrations to end point systems. The work is primarily done in a Development environment and promoted to a Test environment for the Confirm phase. Each Construct sprint will deliver a solution package with all necessary code and design documents.			
End-User Training Materials	R/A	C	End-user training materials that will be used to train the City's end users. The documentation will be provided electronically so it can be reproduced or sent to the end-users.
Batch Schedule	R/A	C	This document outlines the recurring batch jobs, dependencies, and timings. Origin SmartOps monitors the running batch jobs on behalf of the City.
Sprint Package	R/A	C	Development is conducted via several short "Sprints" where a set of configurations and/or customizations, as defined in user stories, are developed by Origin. At the end of each

Deliverable	Origin	Customer	Description
			sprint a “Sprint Package” is provided. This includes the sprint backlog (all user stories completed to includes source code and configuration), solution overview designs (relevant documentation on the work completed), and demonstration results on all user stories demonstrated to the City.
Solution Package	R/A	C	The solution package includes: • Sprint Packages, as defined above. • Release Notes – a summary of key features included in the Sprint Package. • Configuration workbook -summary of all changes or updates, by business process, to the base C2M system configuration. • Technical designs – documentation used for future CIS maintenance or incremental development.
Confirm Phase <u>Purpose:</u> Each Construct sprint will be followed by a mini-Confirm phase that allows the customer to directly conduct User Acceptance testing that applies the CIS functionality to real-world business scenarios. During this period, any defects are logged and remediated. Following the last Construct sprint, Origin designates an additional period of time in the project plan for more thorough end-to-end testing in a Pre-Production environment, where end-to-end User Acceptance and System Integration testing will be conducted to verify the functionality of the tool.			
System Integration Test Summary	R/A	I	End-to-end testing of the CIS and all integrated edge systems. Defect results from System Integration testing will be remediated by accountable Parties. Defects will be reported by severity level and disposition. Severity levels include: SEV 1 – Critical business functionality; CIS cannot go live unless Defect is addressed, and no work around is available. SEV 2 – Critical business functionality; CIS cannot go live unless addressed, but a work around option could mitigate the Defect.

Deliverable	Origin	Customer	Description
			SEV 3 – Not critical business functionality. Process works as designed and the CIS can go live if Defect is not addressed, but a requires a manual work around. SEV 4 – Not critical business functionality. Process works as designed, but the Defect results in lower productivity.
User Acceptance Testing Completion	C	R/A	Testing lead by the City. The City is accountable and responsible for all testing during this phase. Defects will be reported to a designated Origin testing lead, and formally assigned a Defect number and description. All active Defects are tracked and managed in a centralized tool (Jira), remediated, and dispositioned throughout the UAT period. User Acceptance is signed off by the City after successfully running through all key business scenarios in the Testing environment.
Transition To Operate Phase <u>Purpose:</u> This phase readies the customer for tool go-live, to include the cutover planning and “Mock” go-live exercises. A Mock go-live is an exercise where the team will go through all cutover steps in a non-production environment to test the procedures and timing to successfully move from the current to new CIS. Learnings from the Mock exercises are used to improve the cutover plan. Following a successful go-live, Origin will transition to the Hypercare period where implementation team members will be on call (in addition to the formal Origin SmartOps support team) to remediate any issues identified or answer additional customer questions.			
Go-Live Readiness Assessment	R/A	C	This is a checklist that must be met for the project team to proceed with the go-live. This checklist includes technical, functional, and business dependencies for a successful go-live, which are jointly defined with the City using a standard Origin go-live playbook. The readiness assessment results in a final go/no-go decision to proceed with the go-live.
Security Check Point	R/A	I	All production, test, development and integrations are tested and signed off by Customer as fit for secure transactions

Deliverable	Origin	Customer	Description
			internally to the city and externally for city customers.
Cutover/Deployment Plan	R/A	C	Documentation of the cutover procedures, sequence, timing, resources, and communication necessary for a successful go-live cut-over. This is the plan that was developed during the project Mock exercises.
Project Closure Letter	R/A	C	The letter outlining the completion of the project and all associated SOW requirements and acknowledgement of Final Acceptance by the City. Final Acceptance signifies that the customer agrees that all solution functionality functions as required per the SOW, all severity 1 and 2 defects have been resolved, all supporting documentation and reference materials are updated, and a thorough knowledge transfer has occurred between the City, the Origin CSM and the Origin project team.

5. Delivery

The key milestone dates below are estimated based on a reasonable project timeline prior to project start. All durations are subject to a project plan baseline set with the City under the Project Schedule deliverable.

Milestone	Estimated Completion
Project Start Date	Contract Signing
Project Schedule	Signing + 5 days
Project Kick-Off Summary	Signing + 20 days
M1- Engage Phase Complete	Signing + 22 days

Milestone	Estimated Completion
Enterprise Application Survey	Signing + 50 days
M3 - Construct Phase Complete	Signing + 150 days
M4 - Confirm Phase Complete	Signing + 275 days
Go-Live Readiness Assessment	Signing + 280 days
M5 - Production Go Live	Signing + 285 days
M6 - Final System Acceptance	Signing + 350 days

6. Pricing and Payment

Origin will invoice Customer a monthly fixed fee of \$ 15,000.00 until the termination or expiration of this SOW. Origin will further invoice Customer monthly for any Deliverables delivered in the previous month. The total value of all Deliverables is \$ 450,158.80; therefore, the average value of each Deliverable will be \$ 90,031.76 Origin will provide a monthly time report for project resources.

Timing	Monthly Fee	Deliverable Value	Software	20% Retainage	Total	Name of Deliverable
Contract Signing		\$42,633.35	\$148,641.20	\$8,526.67	\$182,747.88	SaaS Activation SOW Completion
Signing + 30 days	\$15,000.00	\$95,590.84		\$19,118.17	\$91,472.67	Monthly Fee Engage Complete
Signing + 60 days	\$15,000.00	\$95,590.84		\$19,118.17	\$91,472.67	Monthly Fee Data Migration Strategy
Signing + 90	\$15,000.00			0	\$15,000.00	Monthly Fee
Signing + 120	\$15,000.00			0	\$15,000.00	Monthly Fee
Signing + 150	\$15,000.00	\$95,590.84		\$19,118.17	\$91,472.67	Monthly Fee Construct Complete
Signing + 180	\$15,000.00			0	\$15,000.00	Monthly Fee
Signing + 210	\$15,000.00	\$120,752.93		\$24,150.60	\$111,602.35	Monthly Fee Confirm Complete Go-Live Complete
Signing + 240	\$15,000.00			0	\$15,000.00	Monthly Fee
Signing + 270	\$15,000.00				\$105,031.77	Monthly Fee Project Close, Retainage Payout
Total	\$135,000.00	\$450,158.80	\$148,641.20	\$90,031.77	\$733,800.00	

Software Fee of \$148,641.20, represents costs associated with the technical project startup. Oracle Cloud Infrastructure capacity, deployment of the project instances/tenants (e.g., DEV, TST, CONV, PRD) deployment and integration setup of OCX, MobileLite, and analytics, deployment of security zones and portal, deployment of object storage repository, deployment of DataVergence and schemas, deployment of monitoring and alerting, deployment of secure network solution architecture.

Changes to the agreed project schedule or scope that impact total effort under this SOW will require a Change Order as outlined in the associated Master Services Agreement. If such changes result in additional costs to the City, the Change Order will outline the scope change and associated hours for completing the work, estimated based on the rate table below.

Role	On/Off-Shore	Rate/Hr.
Project Manager	On-Shore	\$180
Solution Architect	On-Shore	\$180
Integration Architect	On-Shore	\$180
Conversion Architect	On-Shore	\$180
Technical Architect	On-Shore	\$225
Business Analyst	On-Shore	\$135
Training Lead	On-Shore	\$135
Designer	Off-Shore	\$110
Developer	Off-Shore	\$100
Technical Architect	Off-Shore	\$100
Conversion Specialist	Off-Shore	\$100

7. Miscellaneous

Location. Most Professional Services are to be performed remotely, Origin project resources will be onsite for key project milestone events – Project kickoff, User Acceptance Testing, Mock Go-Live, Go-Live, Post Go-Live Support.

Travel Expenses. All trips will be pre-approved by Ellensburg, and Origin will follow Ellensburg's Travel and Expense policy.

Invoicing: Origin shall submit invoices electronically via emailed PDF to:
pascoej@ci.ellensburg.wa.us.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	September 19, 2022
Item Title/Agenda Subject:	Water, Wastewater, Electric, & Natural Gas Rate Study
Submitted by:	Buddy Stanavich Public Works & Utilities
Recommended Action or Motion:	Review rate study results at this meeting. Staff and the UAC recommend Council adopt the proposed rate increases and phase-in strategy presented through the rate study at a future meeting.
Background/Summary:	To continue providing quality service, maintaining the reliability of utility systems, and equitably cover the costs associated with significant infrastructures upgrades, FCS Group was retained to complete a Water, Wastewater, Electric, & Natural Gas Rate Study. FCS Group representatives will be present at the meeting to make presentations on their analysis. The Ellensburg City Code Chapter 9.30.030 (B) "It is intended that all utility rates be based on cost-of-service principles. Subsidies between rate schedules shall be avoided except for low-income senior citizen, low-income disabled citizen and nonprofit agency serving the disadvantaged rate schedules." FCS Group completed a Cost of Service Analysis (COSA) for the Water, Wastewater, & Electric utilities in 2018 and for the Natural Gas utility in 2022. The rate studies presented as part of the 2019-20 budgeting process incorporated the capital and maintenance needs for the utilities and put together a phased-in approach to bring the various customer classes into cost of service over six (6) years. No rate increases were adopted as part of the 2021-22 budget development.
Previous Council Action:	None relating to the current rate study.
Analysis:	N/A
Financial Impact:	Rate impacts and phase-in strategies will be presented by FCS Group at the meeting. This rate study continues work to enhance financial outlooks extending out several years as a

tool to better manage the financial needs of the Water, Wastewater, Electric, & Natural Gas utilities.

Attachments:

[09.19.2022 Ellensburg Rate Study Presentation](#)



City Council Meeting



Water, Wastewater, Electric, & Natural Gas Rate Study

Sergey Tarasov, Senior Project Manager
Paul Quinn, Assistant Project Manager

September 19, 2022



Agenda

- **Overview of the rate study process**
- **Rate Study Findings**
 - » Water
 - » Wastewater
 - » Electric
 - » Natural Gas
- **Plant Investment Fees**
- **Next steps**



Overview of Rate Setting Process

Fiscal Policies – Set the Management Foundation

Step 1:
Revenue Requirement
(defining overall needs)

Revenue

Debt

Reserves

O&M & Power

Capital

Step 2:
Cost of Service
(equity evaluation)

Define Customer Classes

Allocate Costs

Step 3:
Design Rates
(collect target revenue)

Fixed Charges

Variable Charges



Key Assumptions

- **Study period 2022 – 2025**
- **Projected rate revenue based on customer statistics plus growth**
- **Customer growth varies by customer class**
 - » Influenced by comprehensive planning documents and City data on historical actuals
- **2022 budget used as baseline for operating costs and non-rate revenues**
 - » Electric power costs based on load forecast and latest BPA rates
 - » Natural gas purchased energy based on load forecast and City's gas price forecast
 - » Various escalation factors used for future years: 1.50% - 5.00%
 - Water average: 2.46%
 - Wastewater average: 2.79%
 - Electric average: 3.11%
 - Natural gas average: 3.10%



Financial Policies

- Help guide the financial management of the City

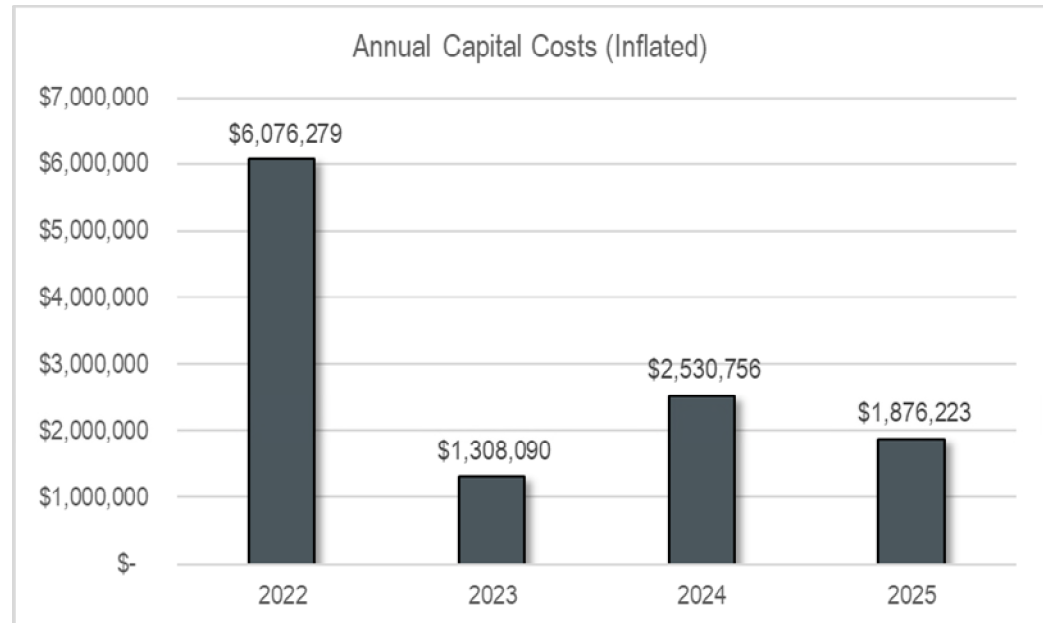
Policy	Purpose	Target
Operating Cash Reserves	To provide sufficient cash flow to meet daily operating expenses (short-term, annual revenue cycles).	20% of O&M Water = \$0.9M - \$0.9M Wastewater = \$0.8M - \$0.9M Electric = \$3.2M - \$3.5M Natural Gas = \$1.5M - \$1.6M
Total Cash Reserves	To provide sufficient cash flow to meet daily operating expenses (short-term, annual revenue cycles), contingency for capital cost overruns, and maintain creditworthiness for future debt issuances.	150 Days of O&M Water = \$1.7M - \$1.9M Wastewater = \$1.7M - \$1.9M
Debt Service Coverage	Ensure compliance with existing loan/debt covenants and maintain creditworthiness for future debt issuance.	Minimum Bond Covenant Requirement 1.25

A black and white photograph of water being poured into a clear glass. The water is captured mid-pour, creating a dynamic splash with many small bubbles and droplets. The glass is partially filled with water. The background is a light, neutral color. A large, dark gray curved shape separates the image from the text on the right.

Water Utility

Key Components

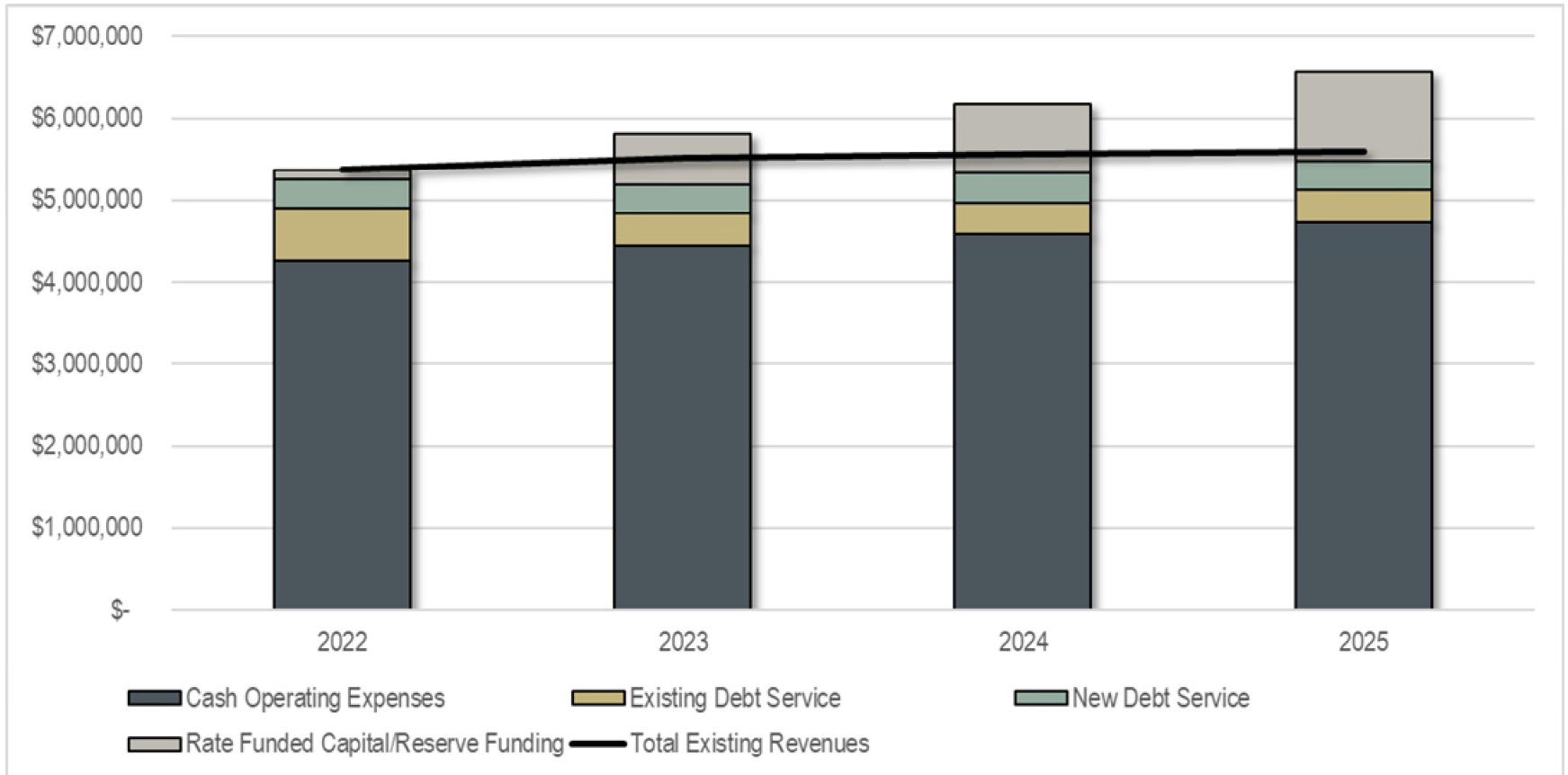
Description	2022 - 2025
Existing Rate Revenue	\$5.3M - \$5.5M
O&M Expenses	\$4.3M - \$4.6M
Existing Debt Service	\$0.6M - \$0.4M
Total CIP (Inflated)	\$11.8M



- Existing debt: two revenue bonds with \$0.6M of annual debt service (declining to \$0.4M by 2023)
- Total CIP of \$11.8M funded by:
 - » Existing reserves
 - » Plant investment fees
 - » Cash generated from rates
 - » New debt proceeds
 - 2022 issuance at 2.50% interest rate and 20-year term



Revenue Requirement

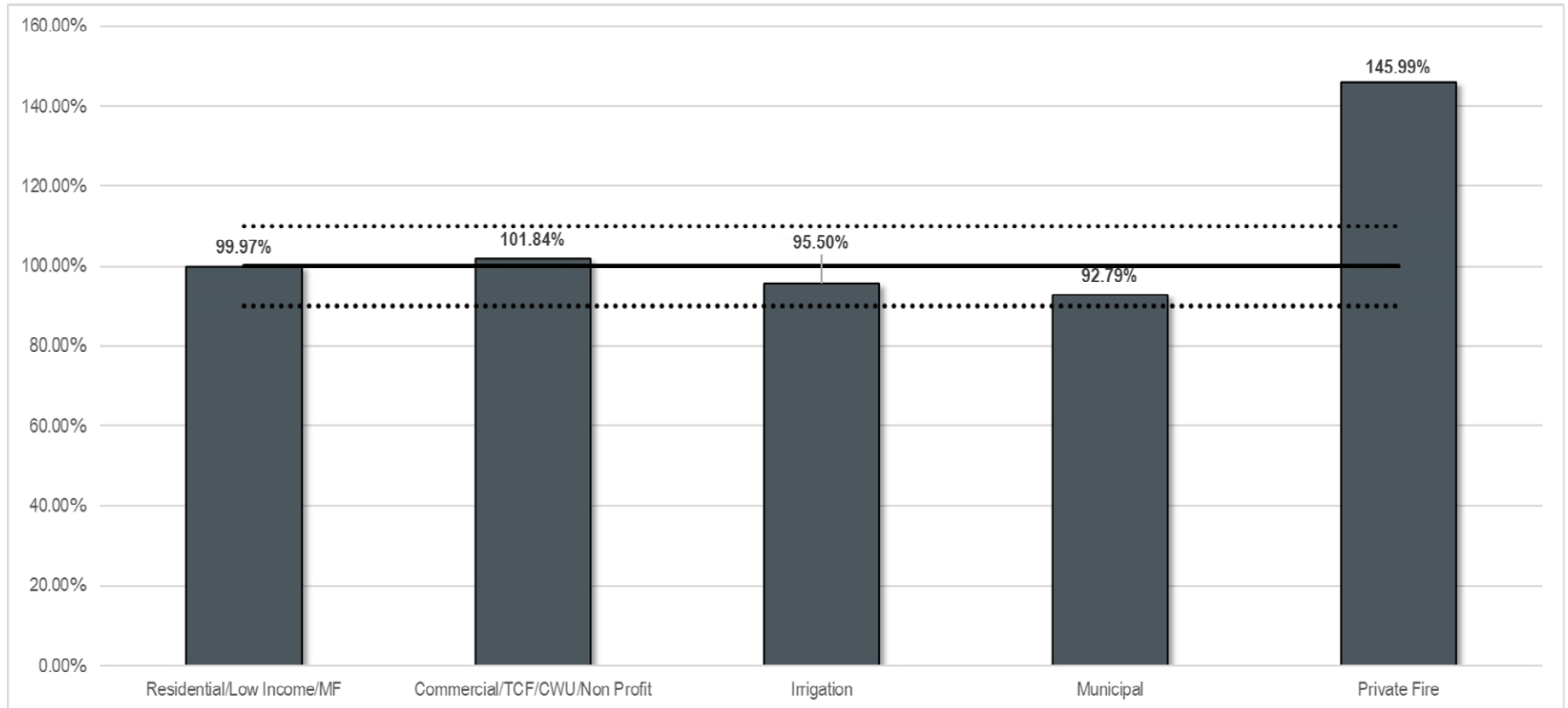


Description	2022	2023	2024	2025
Proposed Increase	-	5.75%	5.75%	5.50%
Sample Residential Monthly Bill	\$ 43.71	\$ 46.22	\$ 48.88	\$ 51.57
\$ Change		\$ 2.51	\$ 2.66	\$ 2.69

Notes: Assumes 5/8" meter & 9,327 gallons



Cost-of-Service Results



- **±10.00% of average is within cost-of-service**
 - » Private fire customers are paying above cost-of-service
 - » All other customers within cost-of-service



Cost-of-Service Results & Phase-In

Class	2023		Difference	
	Existing	COSA	\$	%
Residential/Low Income/MF	\$ 3,290,037	\$ 3,480,103	\$ 190,066	5.78%
Commercial/TCF/CWU/Non Profit	1,529,545	1,588,337	58,792	3.84%
Irrigation	305,735	338,543	32,809	10.73%
Municipal	294,904	336,080	41,177	13.96%
Private Fire	33,560	24,309	(9,251)	-27.57%
Total	\$ 5,453,781	\$ 5,767,373	313,592	5.75%

Class	Annual Rate Design Targets		
	2023	2024	2025
Residential/Low Income/MF	5.78%	5.77%	5.52%
Commercial/TCF/CWU/Non Profit	5.75%	5.75%	5.50%
Irrigation	5.75%	5.75%	5.50%
Municipal	5.75%	5.75%	5.50%
Private Fire	3.25%	3.25%	3.00%
Total System	5.75%	5.75%	5.50%



Proposed Rates

Customer Charge	Existing		Monthly Customer Charge (\$/mo.)		
	\$/day	\$/mo.	2023	2024	2025
Residential	\$ 0.8482	\$ 25.80	\$ 27.29	\$ 28.87	\$ 30.46
Multi-Family	0.8482	25.80	27.29	28.87	30.46
Commercial/Industrial	0.8482	25.80	27.28	28.85	30.44
CWU	0.8482	25.80	27.28	28.85	30.44
Non-Profit	0.4200	12.90	13.64	14.42	15.21
Irrigation	0.8482	25.80	27.28	28.85	30.44
Municipal	0.8482	25.80	27.28	28.85	30.44
Consumption Charge - Tier 1	Existing		Consumption Charge (\$/kgal)		
	\$/kgal		2023	2024	2025
Residential	\$ 1.92		\$ 2.03	\$ 2.15	\$ 2.27
Multi-Family	1.98		2.09	2.21	2.33
Commercial/Industrial	2.01		2.13	2.25	2.37
CWU	2.01		2.13	2.25	2.37
Non-Profit	1.00		1.06	1.12	1.18
Irrigation	2.12		2.24	2.37	2.50
Municipal	2.35		2.49	2.63	2.77
Consumption Charge - Tier 2	Existing		Consumption Charge (\$/kgal)		
	\$/kgal		2023	2024	2025
Residential	\$ 2.05		\$ 2.17	\$ 2.30	\$ 2.43
Multi-Family	1.98		2.09	2.21	2.33
Commercial/Industrial	1.67		1.77	1.87	1.97
CWU	1.67		1.77	1.87	1.97
Non-Profit	0.84		0.89	0.94	0.99
Irrigation	1.94		2.05	2.17	2.29
Municipal	2.26		2.39	2.53	2.67

- Rates adjusted on an across-the-board basis tied to phase-in percentage increases

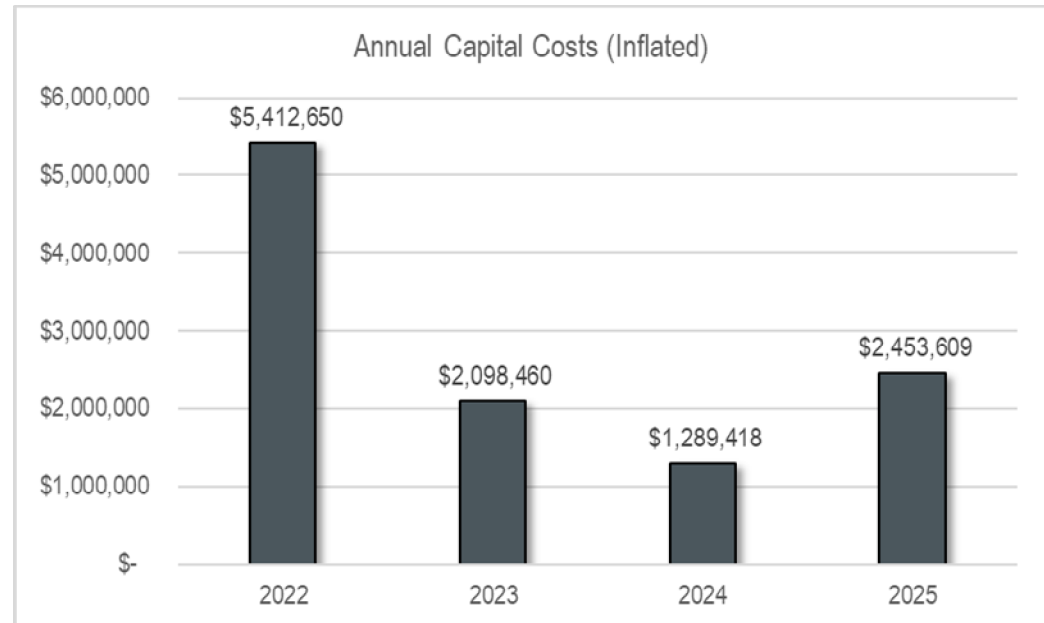
Notes: Customer charge reflects 5/8" or 3/4" meter, other meter rates available | Private fire & low income rates available



Wastewater Utility

Key Components

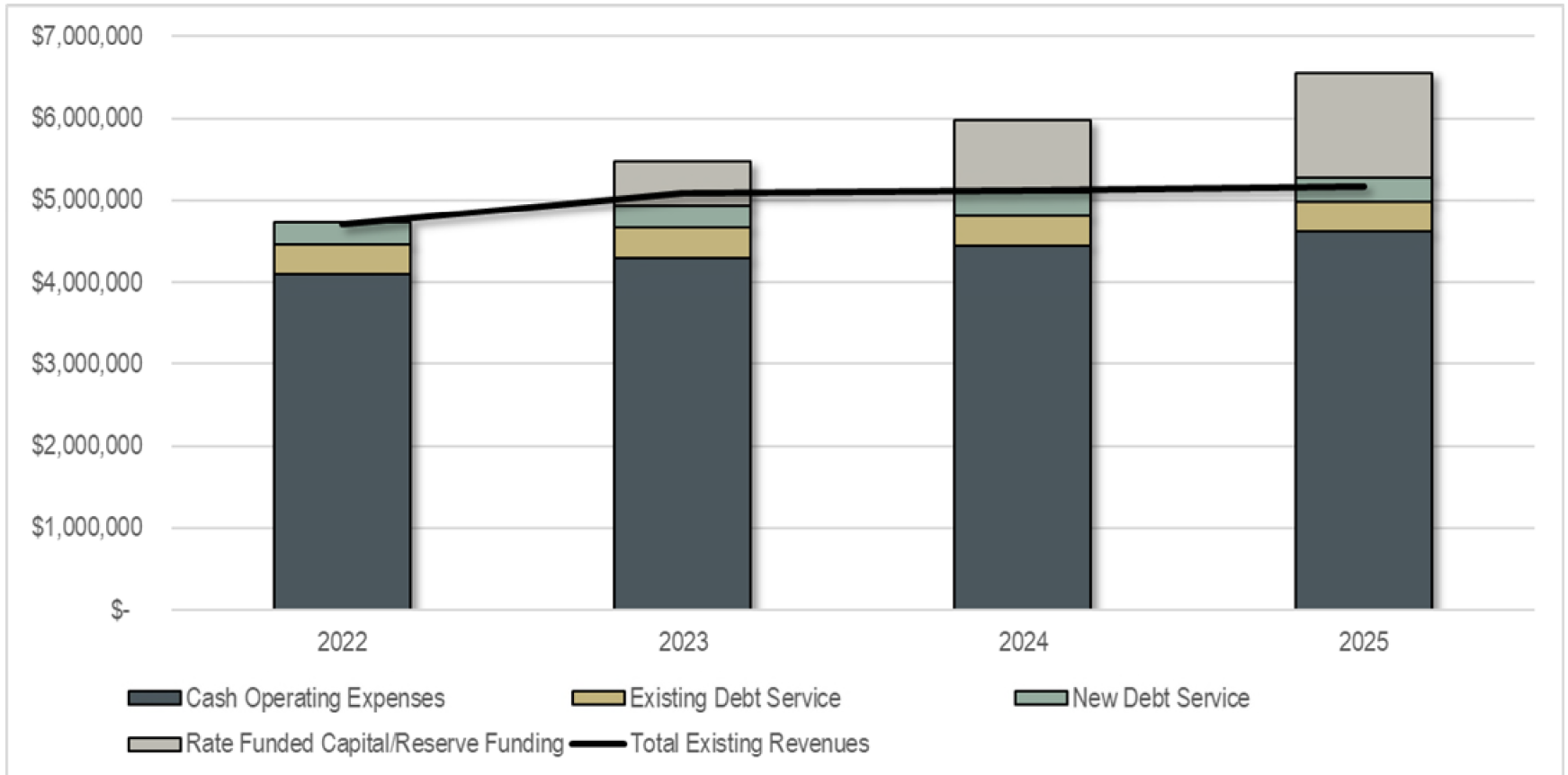
Description	2022 - 2025
Existing Rate Revenue	\$4.6M - \$4.8M
O&M Expenses	\$4.1M - \$4.4M
Existing Debt Service	\$0.4M
Total CIP (Inflated)	\$11.3M



- **Existing debt: one revenue bonds with \$0.6M of annual debt service**
- **Total CIP of \$11.3M funded by:**
 - » Existing reserves
 - » Plant investment fees
 - » Cash generated from rates
 - » New debt proceeds
 - 2022 issuance at 2.50% interest rate and 20-year term



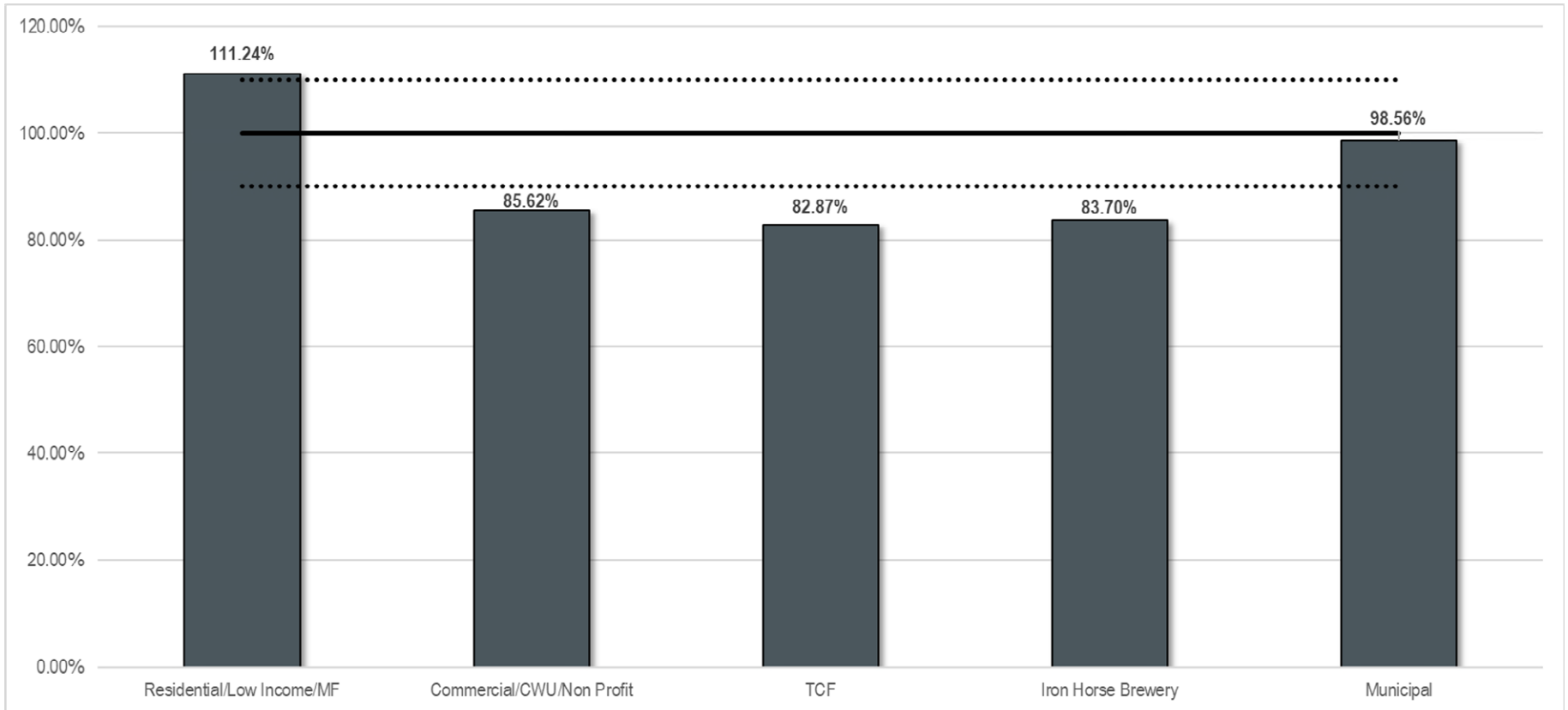
Revenue Requirement



Description	2022	2023	2024	2025
Proposed Increase	-	9.00%	9.00%	9.00%
Sample Residential Monthly Bill	\$ 37.55	\$ 40.93	\$ 44.61	\$ 48.62
\$ Change		\$ 3.38	\$ 3.68	\$ 4.01



Cost-of-Service Results



- **±10.00% of average is within cost-of-service**
 - » Commercial, CWU, Non-Profit, TCF, and Iron Horse Brewery are paying below cost-of-service
 - » Residential customers are paying above cost-of-service
 - » Municipal customers within cost-of-service



Cost-of-Service Results & Phase-In

Class	2023		Difference	
	Existing	COSA	\$	%
Residential/Low Income/MF	\$ 2,973,994	\$ 2,914,053	\$ (59,942)	-2.02%
Commercial/CWU/Non Profit	1,676,939	2,134,944	458,005	27.31%
TCF	27,968	36,789	8,820	31.54%
Iron Horse Brewery	65,731	85,600	19,869	30.23%
Municipal	16,627	18,387	1,761	10.59%
Total	\$ 4,761,259	\$ 5,189,773	428,513	9.00%

Class	Annual Rate Design Targets		
	2023	2024	2025
Residential/Low Income/MF	8.55%	8.56%	8.56%
Commercial/CWU/Non Profit	9.75%	9.75%	9.75%
TCF	9.75%	9.75%	9.75%
Iron Horse Brewery	9.75%	9.75%	9.75%
Municipal	9.00%	9.00%	9.00%
Total System	9.00%	9.00%	9.00%



Proposed Rates

Customer Charge	Existing		Monthly Customer Charge (\$/mo.)		
	\$/day	\$/mo.	2023	2024	2025
Residential	\$ 1.2345	\$ 37.55	\$ 40.76	\$ 44.25	\$ 48.04
S120 - Multi-Family - Per Unit (Up to 4 Units)	1.2171	37.02	40.19	43.63	47.36
S120 - Multi-Family - Per Unit (> 4 Units)	0.9120	27.74	30.11	32.69	35.49
S230 - Multi-Family	1.2171	37.02	40.19	43.63	47.36
Commercial/Industrial	1.4058	42.76	46.93	51.51	56.53
TCF/Iron Horse	1.4058	42.76	46.93	51.51	56.53
CWU	1.4259	43.37	47.60	52.24	57.33
Non-Profit	0.6173	18.78	20.61	22.62	24.83
Municipal	1.2967	39.44	42.99	46.86	51.08
Flow Charge	Existing		Flow Charge (\$/kgal)		
	\$/kgal		2023	2024	2025
Residential	\$ -		\$ -	\$ -	\$ -
S120 - Multi-Family	-		-	-	-
S230 - Multi-Family	3.9163		4.2513	4.6151	5.0101
Commercial/Industrial	4.5234		4.9644	5.4484	5.9796
TCF/Iron Horse	4.9438		5.4258	5.9548	6.5354
CWU	4.8238		5.2941	5.8103	6.3768
Non-Profit	2.2617		2.4822	2.7242	2.9898
Municipal	4.3863		4.7811	5.2114	5.6804
BOD & TSS Surcharge	Existing		Surcharge (\$/lb)		
	\$/lb		2023	2024	2025
Residential	\$ -		\$ -	\$ -	\$ -
S120 - Multi-Family	-		-	-	-
S230 - Multi-Family	0.3697		0.4013	0.4356	0.4729
Commercial/Industrial	0.3645		0.4000	0.4390	0.4818
TCF/Iron Horse	0.3645		0.4000	0.4390	0.4818
CWU	0.3697		0.4057	0.4453	0.4887
Non-Profit	-		-	-	-
Municipal	-		-	-	-

- Rates adjusted on an across-the-board basis tied to phase-in percentage increases

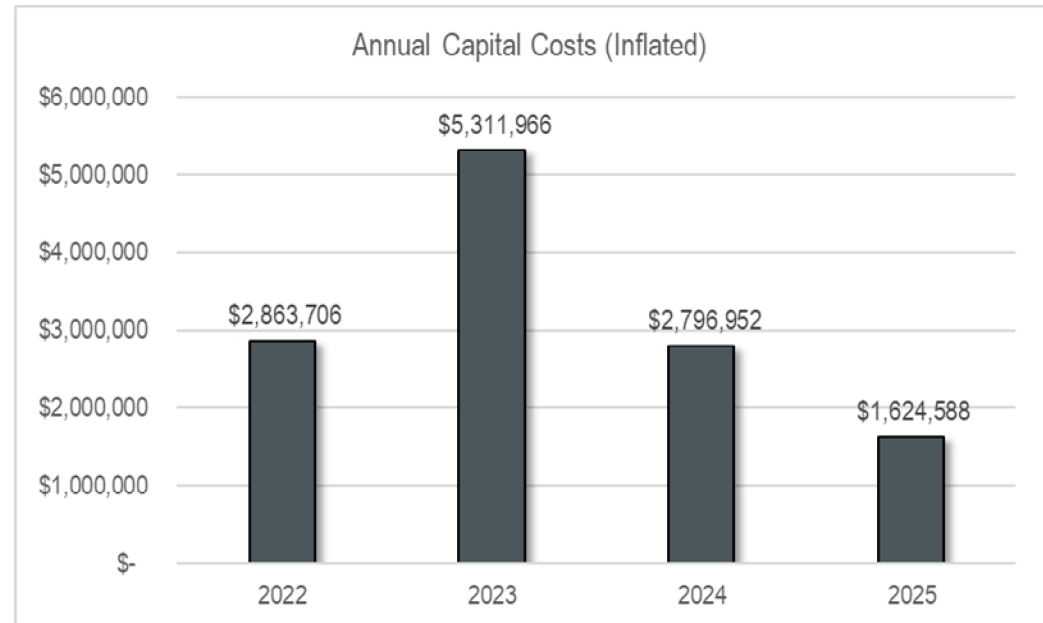
Notes: Low income rates available



Electric Utility

Key Components

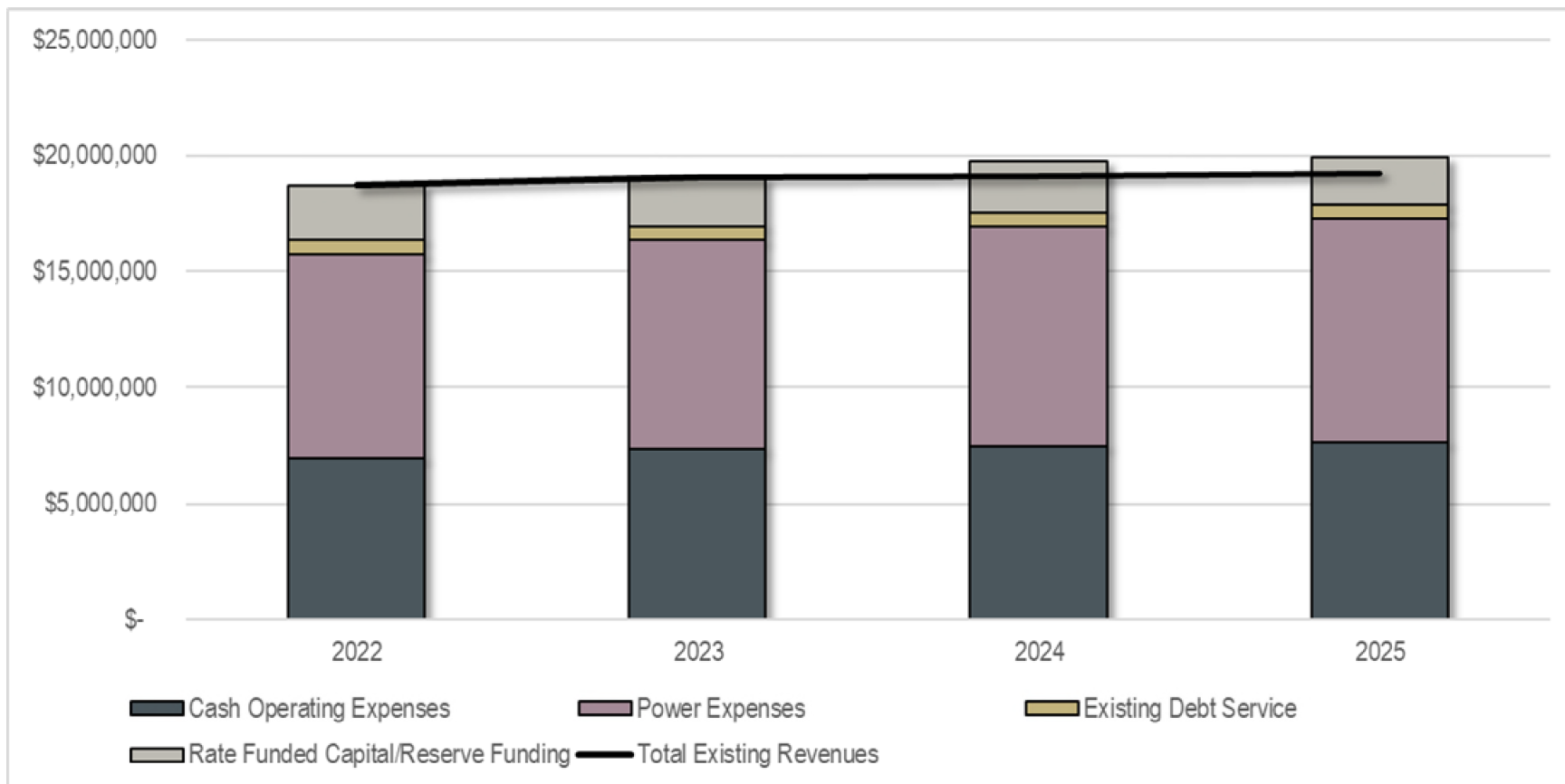
Description	2022 - 2025
Existing Rate Revenue	\$18.3M - \$18.6M
O&M Expenses	\$7.0M - \$7.6M
Power Expenses	\$8.8M - \$9.6M
Existing Debt Service	\$0.6M
Total CIP (Inflated)	\$12.6M



- **Existing debt: one revenue bond with \$0.6M of annual debt service**
- **Total CIP of \$12.6M funded by:**
 - » Existing reserves
 - » System development fees / Contributions in aid of construction (CIAC)
 - » Cash generated from rates
- **No additional new debt assumed**



Revenue Requirement

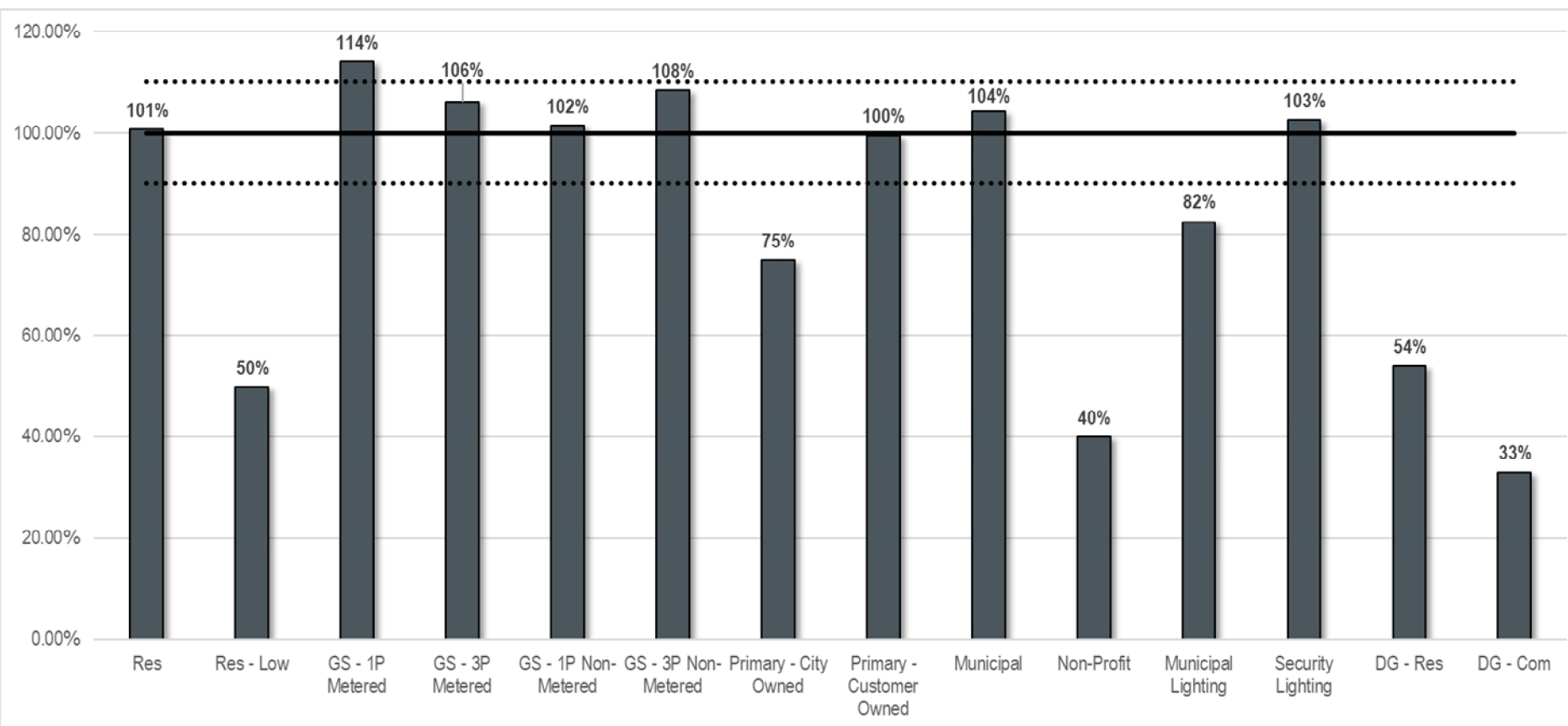


Description	2022		2023		2024		2025	
Proposed Increase	-		-		4.00%		-	
Sample Residential Monthly Bill	\$	90.64	\$	90.64	\$	94.27	\$	94.27
\$ Change			\$	-	\$	3.63	\$	-

Note: Assumes 850 kWh



Cost-of-Service Results



- **±10.00% of average is within cost-of-service**
 - » Low income, primary – city owned, non-profit, and DG customers are paying below cost-of-service
 - » GS – 1P Metered customers are paying above cost-of-service
 - » All other customers within cost-of-service



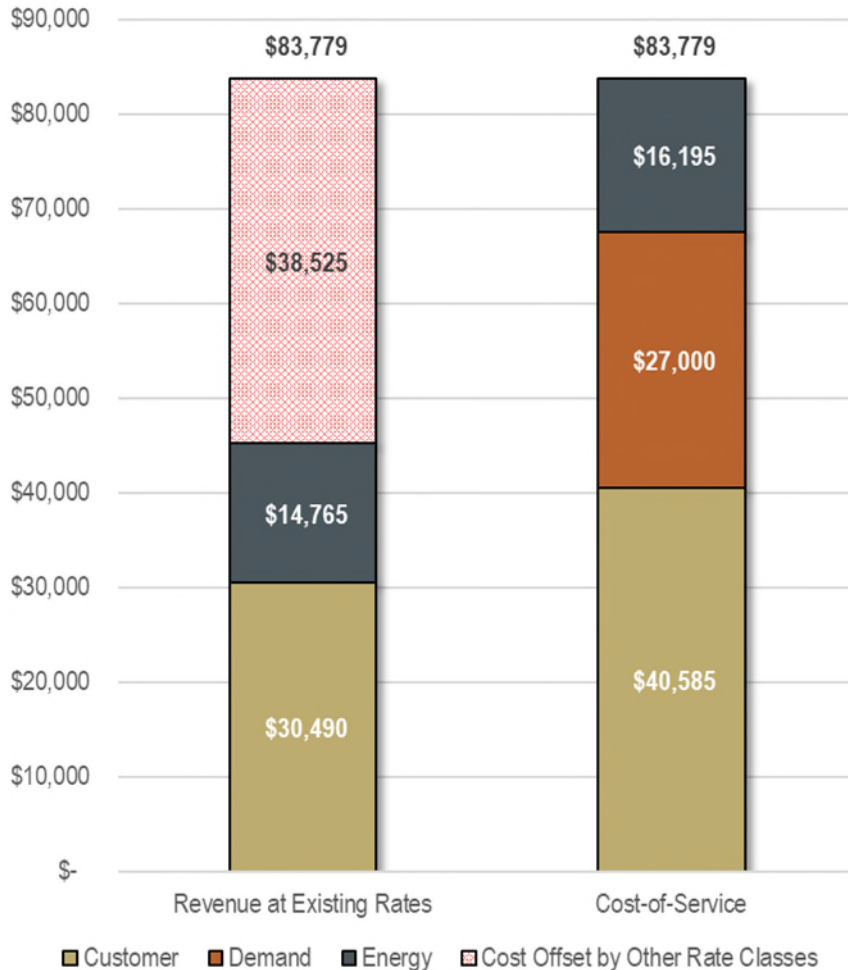
Cost-of-Service Results & Phase-In

Class	2023		Difference		Rate Design Target 2024
	Existing	COSA	\$	%	
Res	\$ 8,903,683	\$ 8,834,852	\$ (68,831)	-0.77%	4.73%
Res - Low	83,849	168,348	84,500	100.78%	4.73%
GS - 1P Metered	238,475	209,079	(29,396)	-12.33%	2.00%
GS - 3P Metered	3,416,172	3,215,024	(201,148)	-5.89%	2.00%
GS - 1P Non-Metered	1,502,675	1,480,382	(22,293)	-1.48%	2.00%
GS - 3P Non-Metered	560,274	516,848	(43,426)	-7.75%	2.00%
Primary - City Owned	604,520	806,356	201,835	33.39%	11.50%
Primary - Customer Owned	2,377,366	2,388,728	11,362	0.48%	4.00%
Municipal	570,447	547,019	(23,429)	-4.11%	4.00%
Non-Profit	16,516	41,388	24,872	150.59%	2.00%
Municipal Lighting	52,520	63,670	11,150	21.23%	10.00%
Security Lighting	22,994	22,408	(586)	-2.55%	4.00%
DG - Res	45,255	83,779	38,525	85.13%	4.73%
DG - Com	8,296	25,160	16,864	203.29%	2.00%
Total	\$18,403,041	\$18,403,041	-	0.00%	4.00%



Distributed Generation Cost-of-Service

Residential DG Cost of Service



Commercial DG Cost of Service





Proposed Rates

Customer Charge	Existing		Monthly Customer Charge (\$/mo.)		
	\$/day	\$/mo.	2023	2024	2025
Residential	\$ 0.9205	\$ 28.00	\$ 28.00	\$ 29.32	\$ 29.32
Residential - Low Income Senior	0.4603	14.00	14.00	14.66	14.66
General Service - 1P Metered	1.8740	57.00	57.00	58.14	58.14
General Service - 3P Metered	3.7808	115.00	115.00	117.30	117.30
General Service - 1P Non-Metered	0.9863	30.00	30.00	30.60	30.60
General Service - 3P Non-Metered	1.7425	53.00	53.00	54.06	54.06
Primary - City Owned	3.7808	115.00	115.00	128.23	128.23
Primary - Customer Owned	3.7808	115.00	115.00	119.60	119.60
Municipal	2.4658	75.00	75.00	78.00	78.00
Non-Profit	0.4932	15.00	15.00	15.30	15.30
Distributed Generation (Residential)	1.1014	33.50	33.50	35.08	35.08
Distributed Generation (Commercial)	1.6438	50.00	50.00	51.00	51.00
Energy Charge	Existing		Energy Charge (\$/kWh)		
	\$/kWh		2023	2024	2025
Residential	\$ 0.0737		\$ 0.0737	\$ 0.0772	\$ 0.0772
Residential - Low Income Senior	0.0369		0.0369	0.0386	0.0386
General Service - 1P Metered	0.0524		0.0524	0.0534	0.0534
General Service - 3P Metered	0.0524		0.0524	0.0534	0.0534
General Service - 1P Non-Metered	0.0731		0.0731	0.0746	0.0746
General Service - 3P Non-Metered	0.0731		0.0731	0.0746	0.0746
Primary - City Owned	0.0515		0.0515	0.0574	0.0574
Primary - Customer Owned	0.0474		0.0474	0.0493	0.0493
Municipal	0.0696		0.0696	0.0724	0.0724
Non-Profit	0.0366		0.0366	0.0373	0.0373
Distributed Generation (Residential)	0.0737		0.0737	0.0772	0.0772
Distributed Generation (Commercial)	0.0731		0.0731	0.0746	0.0746
Demand Charge	Existing		Demand Charge (\$/kW)		
	\$/kW		2023	2024	2025
General Service - 1P Metered	\$ 6.30		\$ 6.30	\$ 6.43	\$ 6.43
General Service - 3P Metered	6.30		6.30	6.43	6.43
Primary - City Owned	6.00		6.00	6.69	6.69
Primary - Customer Owned	5.30		5.30	5.51	5.51

- Rates adjusted on an across-the-board basis tied to phase-in percentage increases

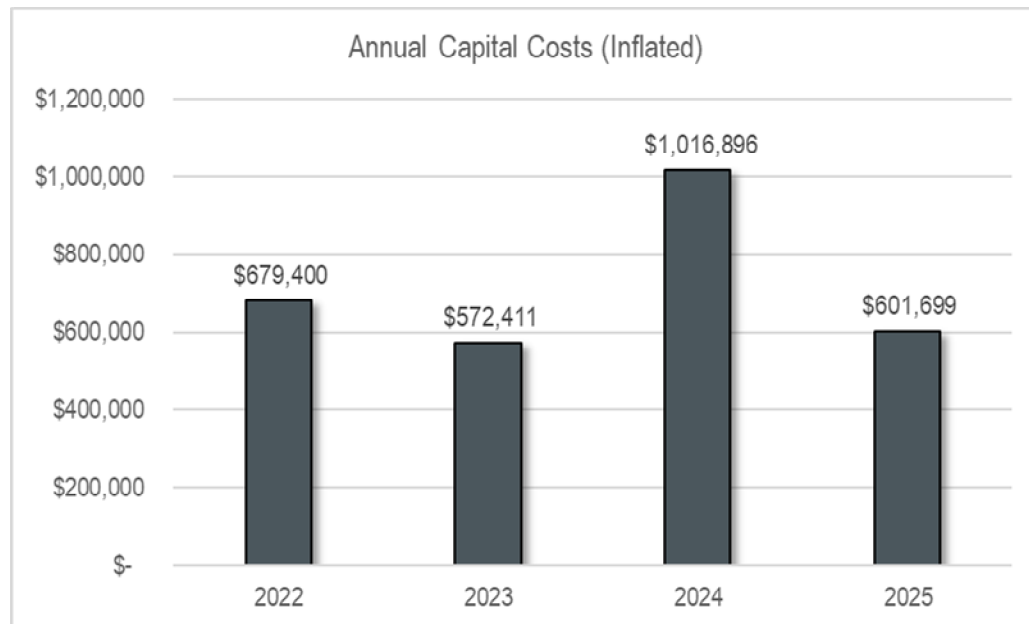


Natural Gas Utility

Key Components

Description	2022 - 2025
Existing Rate Revenue	\$3.6 - \$3.7M
O&M Expenses	\$3.3M - \$3.6M
Purchased Energy (Gas)	\$4.4M - \$4.3M
Existing Debt Service	\$0.1M
Total CIP (Inflated)	\$2.9M

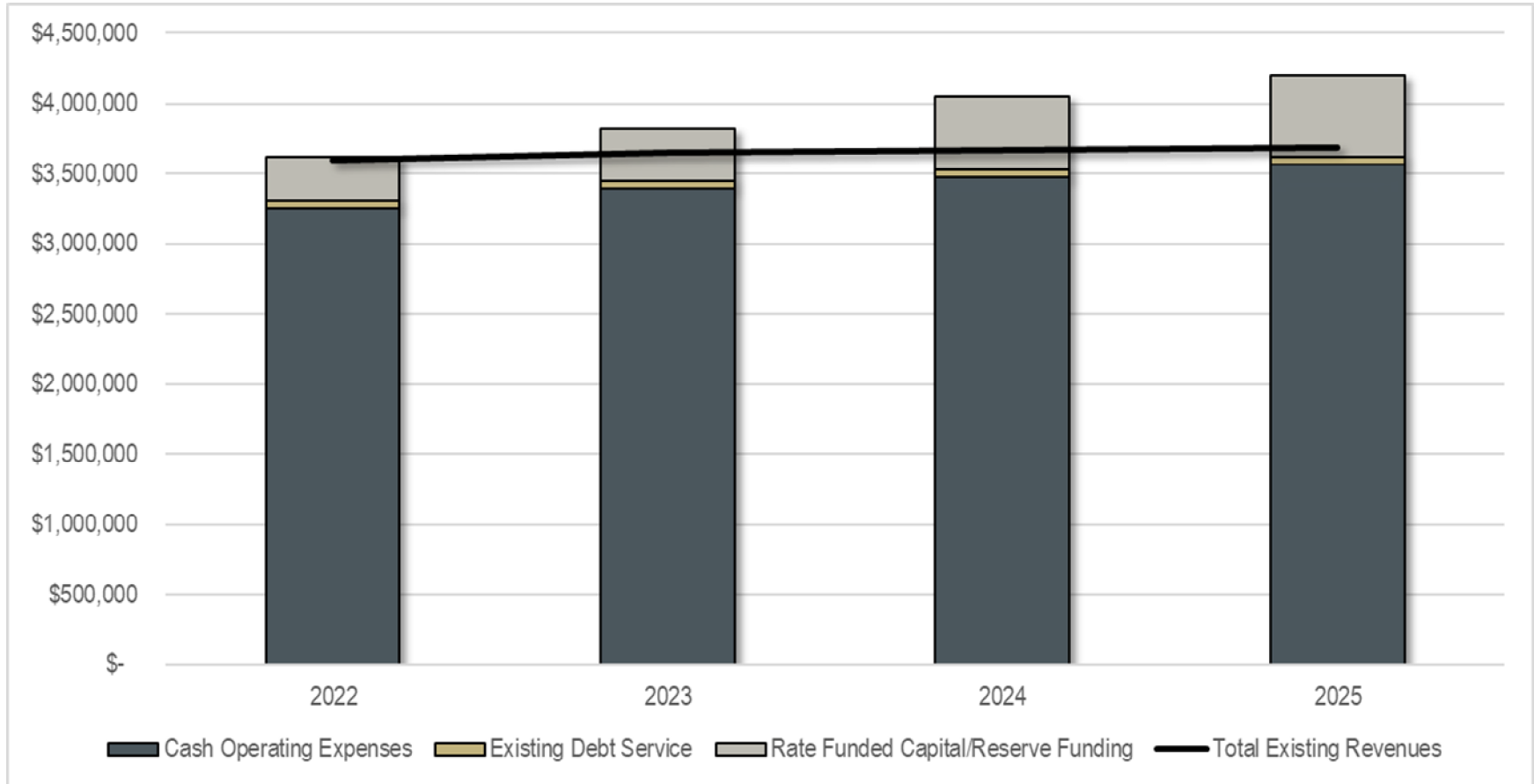
Note: Revenue excludes gas pass through



- **Existing debt: one revenue bond with \$0.1M of annual debt service**
- **Total CIP of \$2.9M funded by:**
 - » Existing reserves
 - » CIAC
 - » Cash generated from rates
- **No additional new debt assumed**



Revenue Requirement

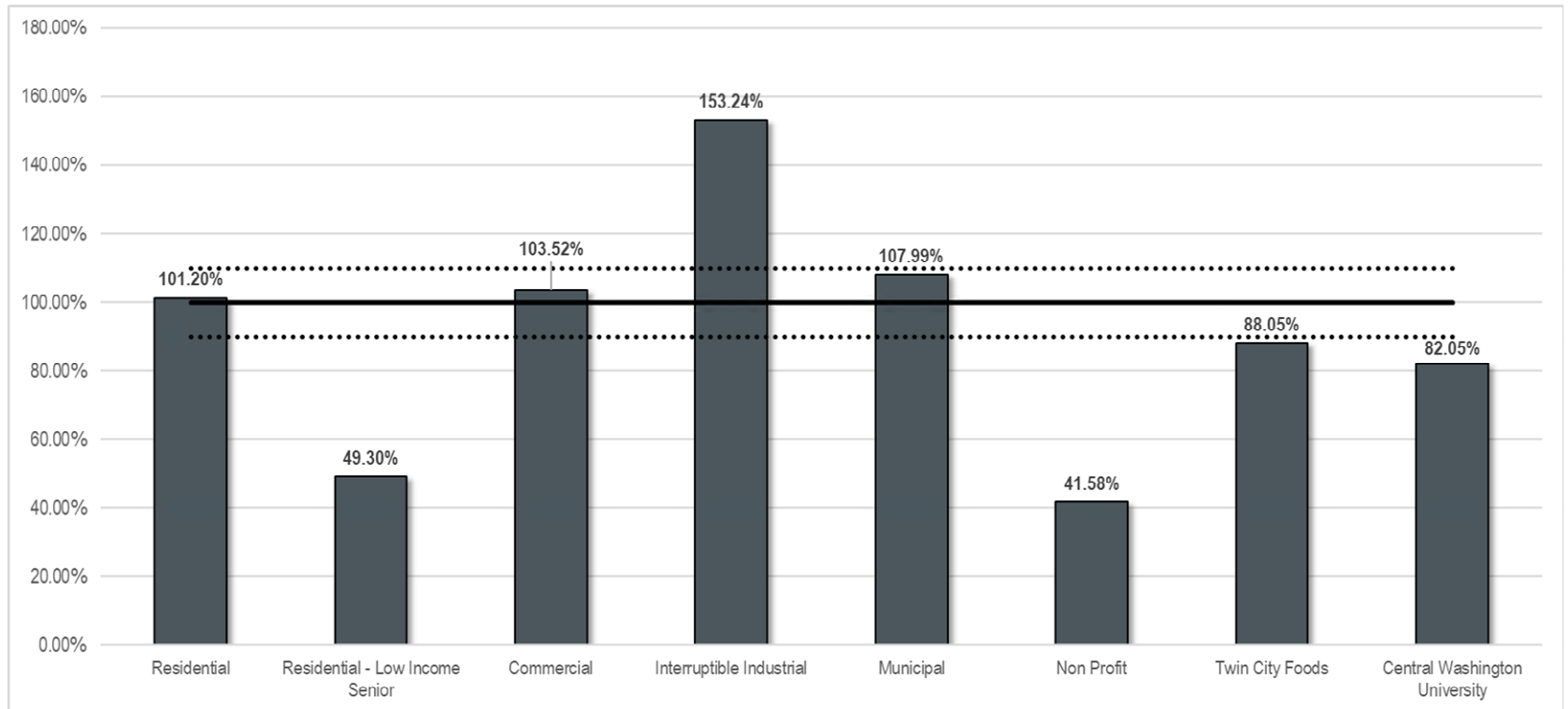


Description	2022	2023	2024	2025
Proposed Increase	-	6.25%	6.25%	3.75%
Sample Residential Monthly Bill	\$ 50.00	\$ 53.13	\$ 56.45	\$ 58.57
<i>\$ Change</i>		<i>\$ 3.13</i>	<i>\$ 3.32</i>	<i>\$ 2.12</i>

Notes: Assumes 56 ccf | Customer & distribution charge only



Cost-of-Service Results



- **Analysis assumes addition of an interruptible industrial customer in 2023**
 - » Modeled under existing commercial rates | cost-of-service will dictate proposed rates
- **±10.00% of average is within cost-of-service**
 - » Low income, non-profit, Twin City Foods, and CWU customers are below cost-of-service
 - » All other customers within cost-of-service



Cost-of-Service Results & Phase-In

Class	2023		Difference	
	Existing	COSA	\$	%
Residential	\$ 2,161,392	\$ 2,269,170	\$ 107,778	4.99%
Residential - Low Income Senior	10,848	23,379	12,531	115.51%
Commercial	1,047,462	1,075,102	27,641	2.64%
Interruptible Industrial	46,345	32,134	(14,211)	-30.66%
Municipal	35,629	35,054	(575)	-1.61%
Non Profit	3,959	10,116	6,157	155.51%
Twin City Foods	83,601	100,881	17,281	20.67%
Central Washington University	237,522	307,593	70,071	29.50%
Total	\$ 3,626,757	\$ 3,853,429	226,672	6.25%

Class	Annual Rate Design Targets		
	2023	2024	2025
Residential	6.56%	5.76%	3.24%
Residential - Low Income Senior	6.56%	5.76%	3.24%
Commercial	6.25%	6.25%	3.75%
Interruptible Industrial	n/a	6.25%	3.75%
Municipal	6.25%	6.25%	3.75%
Non Profit	6.25%	6.25%	3.75%
Twin City Foods	8.75%	8.75%	6.25%
Central Washington University	9.75%	9.75%	7.25%
Total System	6.25%	6.25%	3.75%



Proposed Rates

Customer Charge	Existing		Monthly Customer Charge (\$/mo.)		
	\$/day	\$/mo.	2023	2024	2025
Residential	\$ 0.5769	\$ 17.55	\$ 18.70	\$ 19.78	\$ 20.42
Residential - Low Income Senior	0.2885	8.78	9.35	9.89	10.21
Commercial	0.5769	17.55			
G200	0.5769	17.55	18.65	19.82	20.56
G205	0.6914	21.03	22.34	23.74	24.63
G207	1.3820	42.04	44.67	47.46	49.24
G210	2.7658	84.13	89.39	94.98	98.55
Interruptible Industrial	n/a	n/a	2,677.81	2,845.14	2,951.84
Municipal					
G400	0.5769	17.55	18.65	19.82	20.56
G405	0.9394	28.57	30.36	32.26	33.47
G407	1.8774	57.10	60.67	64.46	66.88
G410	3.7562	114.25	121.39	128.98	133.82
Non Profit					
G700	0.2885	8.78	9.33	9.91	10.28
G705	0.3457	10.52	11.18	11.88	12.33
G707	0.6910	21.02	22.33	23.73	24.62
G710	1.3829	42.06	44.69	47.48	49.26
Twin City Foods	2.7658	84.13	91.49	99.50	105.72
Central Washington University	650.75	19,793.52	21,723.39	23,841.42	25,569.92
Distribution Charge	Existing		Distribution Charge (\$/ccf)		
		\$/ccf	2023	2024	2025
Residential		\$ 0.5794	\$ 0.6174	\$ 0.6530	\$ 0.6742
Residential - Low Income Senior		0.2897	0.3087	0.3265	0.3371
Commercial		0.3113	0.3308	0.3515	0.3647
Interruptible Industrial		n/a	-	-	-
Municipal		0.2701	0.2870	0.3049	0.3163
Non Profit		0.1557	0.1654	0.1757	0.1823
Twin City Foods		0.3113	0.3385	0.3681	0.3911
Central Washington University		-	-	-	-

• Rates adjusted on an across-the-board basis tied to phase-in percentage increases



Residential Bill Impact

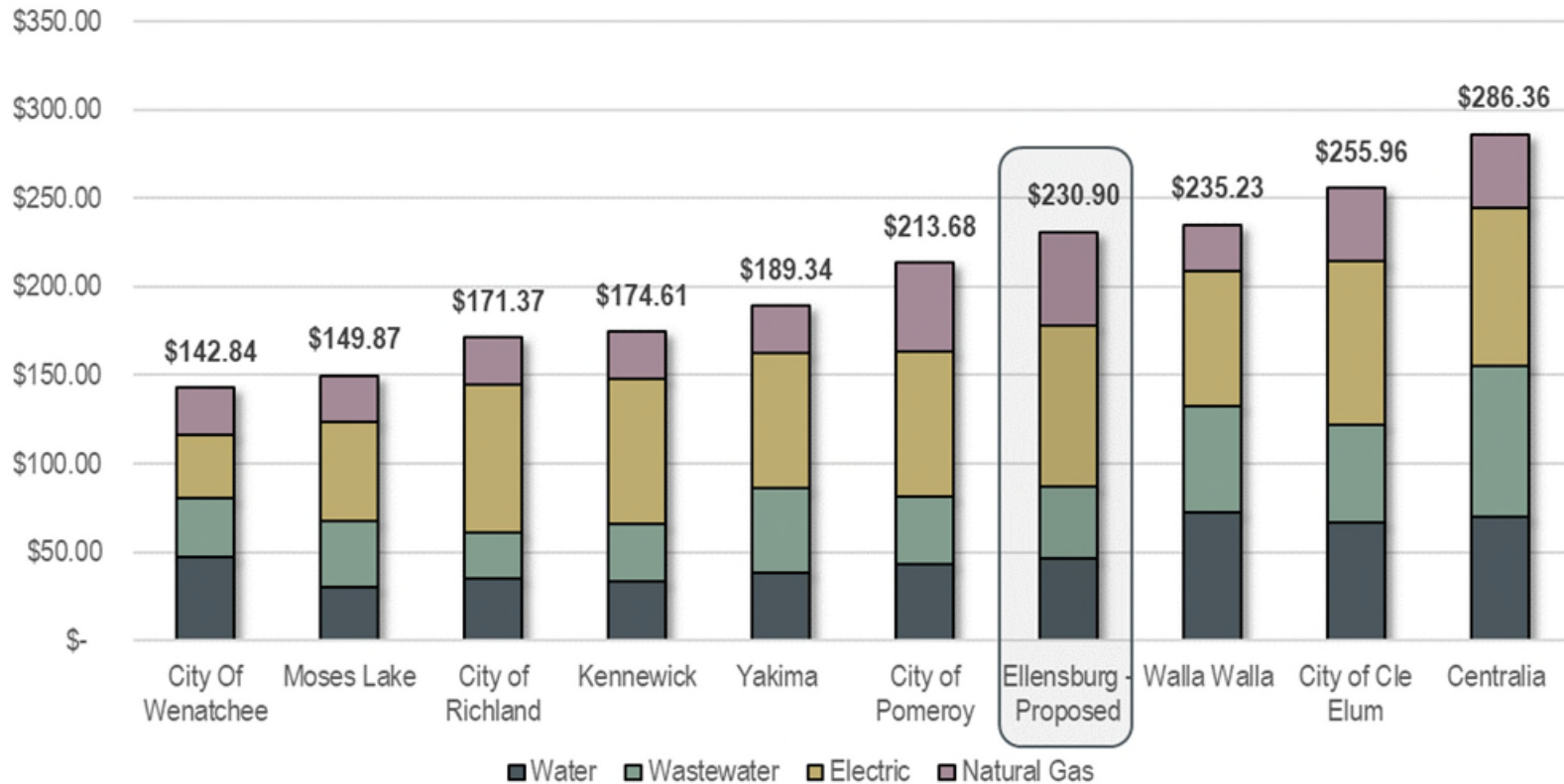
Utility	Average Residential Monthly Bill			
	Existing	2023	2024	2025
Water	\$ 43.71	\$ 46.22	\$ 48.89	\$ 51.59
Wastewater	37.55	40.76	44.25	48.04
Electric	90.64	90.64	94.93	94.93
Natural Gas	50.00	53.27	56.34	58.17
Total	\$ 221.90	\$ 230.90	\$ 244.41	\$ 252.73
\$ Change		\$ 9.00	\$ 13.51	\$ 8.32

Notes:

1. Water rates assume 5/8" meter & 12.47 ccf
2. Electric rates assume 850 kWh
3. Natural gas rates are distribution only & assume 56 ccf



Residential Bill Survey



Notes:

1. Water rates assume 5/8" meter & 12.47 ccf | Wastewater rates assume 6.45 ccf | Electric rates assume 850 kWh | Natural gas rates are distribution only & assume 56 ccf
2. Pomeroy provided electric service by Inland Power
3. Moses Lake provided electric service by Grant PUD
4. Wenatchee provided electric service by Chelan PUD
5. Cle Elum provided electric service by Puget Sound Energy (PSE)
6. Walla Walla & Yakima provided electric service by Pacific Power
7. Kennewick provided electric service by Benton PUD
8. Richland, Wenatchee, Moses Lake, Walla Walla, & Kennewick provided natural gas service by Cascade Natural Gas Corporation
9. Cle Elum & Centralia provided natural gas by Puget Sound Energy (PSE)
10. Pomeroy is not provided natural gas services. Natural gas rates reflect existing Ellensburg total



Plant Investment Fees (PIFs)



Overview

- **Revised Code of Washington (RCW) 35.92.025 grants Cities the authority to fix rates and charges for connecting to water & wastewater systems**
- **One time charge imposed on new development or expanded connection to system**
- **Represents a prorated share of the cost of providing system capacity**
- **Based on cost of system infrastructure investment**
 - » Allows for both existing and future costs
- **May not be used to fund operation and maintenance costs**



Calculation Overview

$$\frac{\text{EXISTING COST BASIS}}{\text{CURRENT \& FUTURE CUSTOMERS}} + \frac{\text{FUTURE COST BASIS}}{\text{FUTURE CUSTOMERS}} = \text{PIF}$$

Existing Costs

- Existing assets (original cost)
- Less: Meters & services
- Less: Contributions (developer/grants)
- Less: Net debt principal
- Plus: Interest (maximum 10 years)

Future Costs

- Future capital
- Less: Ineligible projects
- Less: Repair and replacement projects

Water – PIF Calculation

Cost Basis		Applicable Customers	Total
Existing Cost Basis \$27,990,342	+	Current & Future Customers 19,686	\$1,422
			+
Future Cost Basis \$56,187,271	+	Future Customers 11,841	\$4,745
Total Plant Investment Fee per MCE			\$6,167
<i>Current Plant Investment Fee per MCE</i>			<i>\$3,600</i>
<i>\$ Variance</i>			<i>\$2,567</i>

Note: MCE = meter capacity equivalent (3/4" basis)



Wastewater – PIF Calculation

Cost Basis		Applicable Customers	Total
Existing Cost Basis \$31,282,381	÷	Current & Future Customers 10,721	\$2,918
			+
Future Cost Basis \$8,720,023	÷	Future Customers 3,155	\$2,764
Total Plant Investment Fee per MCE			\$5,682
<i>Current Plant Investment Fee per MCE</i>			<i>\$2,550</i>
<i>\$ Variance</i>			<i>\$3,132</i>

Note: MCE = meter capacity equivalent (3/4" basis)

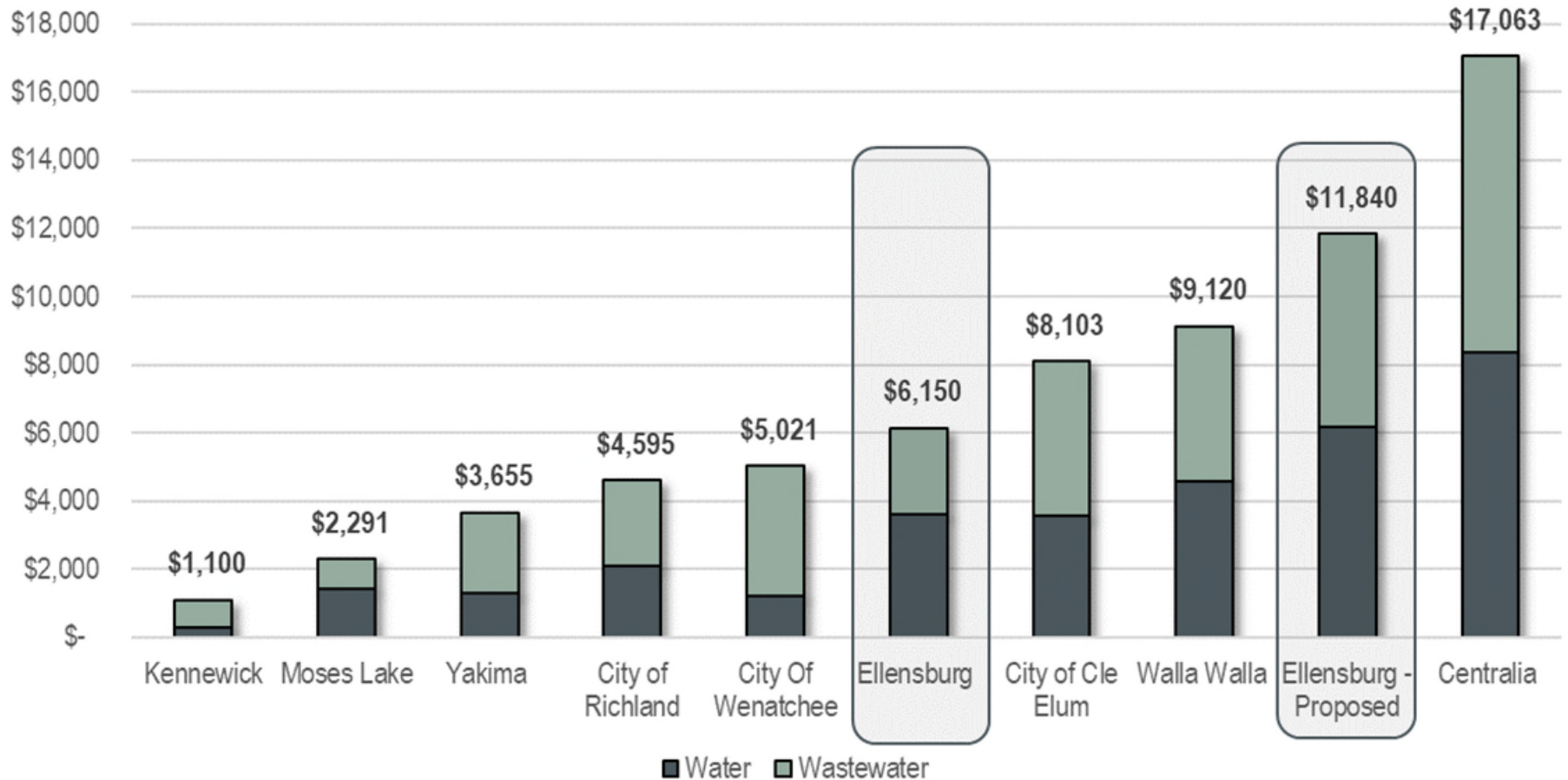


Plant Investment Fee Summary

Meter Size	Water			Wastewater		
	Existing	Proposed	\$ Variance	Existing	Proposed	\$ Variance
5/8" or 3/4"	\$ 3,600	\$ 6,160	\$ 2,560	\$ 2,550	\$ 5,680	\$ 3,130
1"	6,012	10,267	4,255	4,259	9,467	5,208
1 1/2"	11,988	20,533	8,545	8,492	18,933	10,441
2"	19,188	32,853	13,665	13,592	30,293	16,701
3"	36,000	65,707	29,707	25,500	60,587	35,087
4"	60,012	102,667	42,655	42,509	94,667	52,158
6"	119,988	205,333	85,345	84,992	189,333	104,341
8"	191,988	328,533	136,545	135,992	302,933	166,941

- **Calculated charges are “maximum allowable”**
 - » By policy may set below maximum allowable
 - » Rates make up the difference
 - » May be adjusted annually by an accredited inflation index (e.g., ENR CCI)

PIF Survey



Notes:

1. Assumes 3/4" meter
2. Kennewick assess fees based on square footage of lot. Fee reflected assumes lot size of 20,000 sf

Next Steps

- **Incorporate feedback**
 - » Proposed 3-year rate increases

System Rate Increase	Annual Increase		
	2023	2024	2025
Water	5.75%	5.75%	5.50%
Wastewater	9.00%	9.00%	9.00%
Electric	-	4.00%	-
Natural Gas	6.25%	6.25%	3.75%

» Plant Investment Fees

Meter Size	Water			Wastewater		
	Existing	Proposed	\$ Variance	Existing	Proposed	\$ Variance
5/8" or 3/4"	\$ 3,600	\$ 6,160	\$ 2,560	\$ 2,550	\$ 5,680	\$ 3,130
1"	6,012	10,267	4,255	4,259	9,467	5,208
1 1/2"	11,988	20,533	8,545	8,492	18,933	10,441
2"	19,188	32,853	13,665	13,592	30,293	16,701
3"	36,000	65,707	29,707	25,500	60,587	35,087
4"	60,012	102,667	42,655	42,509	94,667	52,158
6"	119,988	205,333	85,345	84,992	189,333	104,341
8"	191,988	328,533	136,545	135,992	302,933	166,941



Thank you!

Sergey Tarasov | Senior Project Manager

Paul Quinn | Assistant Project Manager

425.867.1937

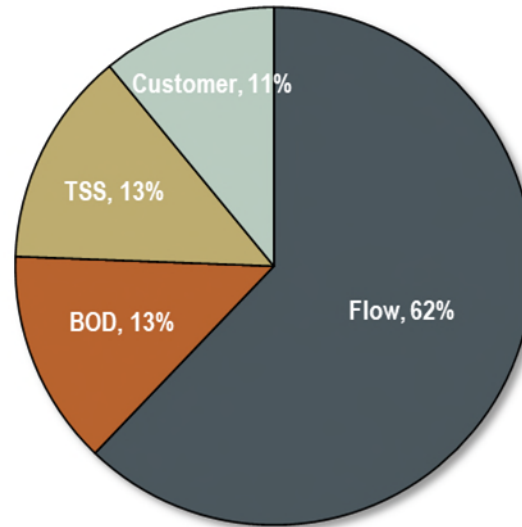
sergeyt@fcsgroup.com

paulq@fcsgroup.com

www.fcsgroup.com



Wastewater Cost Classification



Flow

Costs associated with handling customers wastewater throughout the utility system

BOD

Costs associated with removing organic waste matter from wastewater

TSS

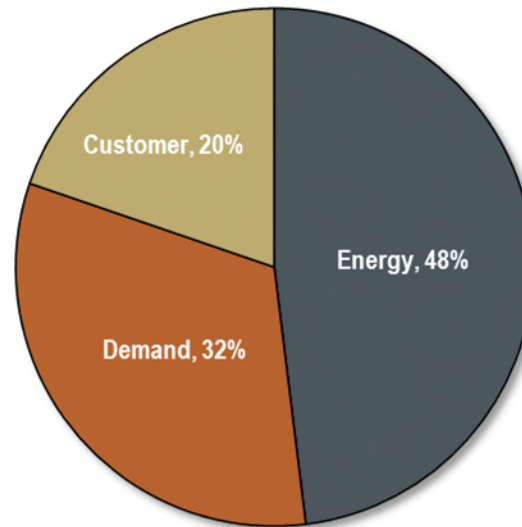
Costs associated with removing suspended solids (waterborne particles) from wastewater

Customer

Fixed costs that do not vary with customer flow or strength (e.g., utility billing)



Electric Cost Classification



Energy

Costs that vary with the total consumption (flow) of the electricity over a specified period of time. Measured in kilowatt-hours (kWh's)

Demand

Costs predicated upon the maximum rate of use required at one point in time. Demand may be coincident or non-coincident to the system peak demand. Demand is measured in kilowatts (kW's)

Customer

Fixed costs associated with having a customer on the system. These costs vary with the addition or deletion of customers, and not consumptive use – metering/billing/ account services



Water – Existing Cost Basis

Calculation Component	Characteristics	Amount
1. Original Cost of Current Assets	Costs come from City asset registry	\$ 30,197,817
2. Less: Meters & Services	Deduct costs that may have been paid for by customer base	(3,819,473)
3. Less: Contributions	Excluding assets that were funded by other entities. Required for WA districts but not cities	(7,143,912)
4. Less: Net Debt Outstanding	Avoids double counting of assets paid through rates and PIFs	-
5. Plus: Interest	RCW allows for inclusion of up to ten years of interest on each asset, not to exceed the original cost of the asset	8,755,910
Total Existing Cost Basis		\$ 27,990,342



Water – Future Cost Basis

Calculation Component	Characteristics	Amount
1. Capital Improvement Plan (CIP)	Projects identified out to 2041. All project costs in current day dollars.	\$ 81,946,022
2. Less: Ineligible Projects	Excluding meters, service, or projects that will be funded through other entities.	(1,252,209)
3. Less: Renewal & Replacement Projects	Future cost basis includes only capacity enhancing projects. Deducting projects that will replace aging infrastructure.	(24,506,542)
Total Future Cost Basis		\$ 56,187,271



Wastewater – Existing Cost Basis

Calculation Component	Characteristics	Amount
1. Original Cost of Current Assets	Costs come from City asset registry	\$ 26,077,065
2. Less: Contributions	Excluding assets that were funded by other entities. Required for WA districts but not cities	(5,550,327)
3. Less: Net Debt Outstanding	Avoids double counting of assets paid through rates and PIFs	-
4. Plus: Interest	RCW allows for inclusion of up to ten years of interest on each asset, not to exceed the original cost of the asset	10,755,643
Total Existing Cost Basis		\$ 31,282,381



Wastewater – Future Cost Basis

Calculation Component	Characteristics	Amount
1. Capital Improvement Plan (CIP)	Projects identified out to 2041. All project costs in current day dollars.	\$ 29,987,334
2. Less: Ineligible Projects	Excluding projects that will be funded through other entities.	(2,900,000)
3. Less: Renewal & Replacement Projects	Future cost basis includes only capacity enhancing projects. Deducting projects that will replace aging infrastructure.	(18,367,311)
Total Future Cost Basis		\$ 8,720,023



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	September 19, 2022
Item Title/Agenda Subject:	Stormwater Utility Rate Presentation
Submitted by:	Ryan Lyyski Public Works & Utilities
Recommended Action or Motion:	Consider need for rate increases. No action is requested at this time.
Background/Summary:	The City owns it's own Stormwater Utility where revenues fund street sweeping, operation and maintenance, education/outreach programs, and capital projects that protect local streams and the environment from pollution and runoff. Bonds were sold for the purposes of land acquisition and construction of bridge/levee system on Reecer Creek from Dolarway Road northerly to the Burlington Northern Railroad. A Stormwater rate increase is needed to fund the bond payments as well as meeting bond debt coverage requirements. Inflation has created challenges funding both operations and capital projects. For instance, construction cost for Gateway 1 project as well as the bridge/levee project on Reecer Creek have doubled since the engineers estimate was concluded over two years ago.
Previous Council Action:	Council authorized bonding for the Reecer Creek project at their their February 18, 2020 meeting.
Analysis:	In development of the 2023/2024 proposed budget, staff identified the financial needs of the utility to support operations and bond debt coverage requirements. Staff will present a brief set of slides at the meeting to outline the need for increased revenue.
Financial Impact:	Rate increases of \$3.00/month per Equivalent Residential Unit (ERU) are proposed in 2023 and another \$1.00/month per ERU in 2024. Stormwater rates are calculated based off of ERU's. The rate increases will generate approximately an additional \$420,000 in 2023 and \$559,000 in 2024.



MANAGER'S REPORT

DATE: September 19, 2022

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Waste Management Fall Cleanup Days.

The Waste Management contract with the City of Ellensburg provides for a spring and fall waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons will be mailed out and will be available at City Hall. This fall's event is scheduled for October 1st through the 8th. Waste Management customers within the city limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Fall Cleanup Days by calling the City of Ellensburg at 509-962-7230.

2. Confirm Council Assignments.

Council reviewed assignments to City and regional boards and commissions at the special meeting on September 12. Council requested the opportunity to reaffirm those assignments at the September 19 meeting. Initial notifications of change was provided to internal and external board staff.

3. Request to Set Public Hearing – 2023 Revenue Sources.

Staff requests Council set a public hearing for the October 3, 2022 regular meeting for the purpose of receiving public comment on 2023 revenue sources, including consideration of possible increases in property tax revenues, supporting the activities of the General Fund.