

COUNCIL AGENDA

Monday, April 3, 2023



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

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

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_ZW7gm2M_RqWyTKgiZ31cxw

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

AMERICANS WITH DISABILITIES ACT

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

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at ECTV Ellensburg. You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invitation 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@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_ZW7gm2M_RqWyTKgiZ31cxw - 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, April 3, 2023
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session [No Public Comment]

Climate Commitment Act (CCA) (70A.65 RCW & 173-446 WAC) Overview and Impacts
[Climate Commitment Act Overview and Impacts](#) 7

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations [Public Comment Opportunity]

2.A April as National Poetry Month in Ellensburg Proclamation 19
[April as National Poetry Month in Ellensburg](#)

2.B National Safe Digging Month April 2023 Proclamation 20
[National Safe Digging Month April 2023 Proclamation](#)

2.C Arbor Day Proclamation 21
[Arbor Day Proclamation - 2023](#)

3. Awards and Recognitions

4. Approval of Agenda [No Public Comment]

5. Consent Agenda [No Public Comment]

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

5.A Approve Minutes of the March 20, 2023 Regular Meeting 22
[3-20-23 Regular Meeting Minutes](#)

5.B	Acknowledge Minutes of Boards and Commissions Environmental Commission 1-18-23 Parks & Recreation Commission 2-8-23 Public Transit Advisory Committee 2-21-23 Utility Advisory Commission 1-19-23	28
5.C	Pole Attachment Agreement between Puget Sound Energy, Inc. and the City of Ellensburg PSE - City of Ellensburg Pole Attachment Agreement	35
5.D	Purchase of New Loader Mounted Snow Blower for the Street Division	85
5.E	Award Bid Call 2023-02 Pole Testing and Treatment Contract to Pacific Pole Inspection LLC	86
5.F	Amendment 1 to the Professional Services Agreement Between the Ellensburg Downtown Association (EDA) and the City of Ellensburg City EDA 2022-2023 Service Agreement EDA 2022-2023 Service Agreement Amendment 1 Exhibit A - 2023 Committee Work Plans Exhibit B - Budget Overview 2023 - FY2023 P&L Classes	88
5.G	Approve April 3, 2023 Voucher Listing 4-3-23 Voucher Listing	110

6. Petitions, Protests, and Communications

6.A	Ellensburg Downtown Association (EDA) - CommUnity Program (Brenda DeVore, EDA Director) [Public Comment Opportunity]	
6.B	Board and Commission Appointments - Environmental Commission and Parks & Recreation Commission [Public Comment Opportunity] Board and Commission Agenda Report Chart 4-3-2023 J Black Application Environmental Commission Recommendation A Peterson Application Aaron Peterson Appointment Recommendation Memo F Milan Application Frana Milan Appointment Recommendation Memo	111
6.C	Memo from Diversity, Equity & Inclusion (DEI) Commission [Public Comment Opportunity] Memo DEI Request To Add Members	124

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

- 8.A [Ordinance 4914 \(First Reading\) - Teanaway Ridge Annexation](#) [Public Comment Opportunity] 127

[Ordinance 4914 - Teanaway Ridge Annexation](#)
[Exhibit 1 - Proposed Annexation 17826](#)
[Exhibit 2 - City of Ellensburg Zoning 17826](#)
[Exhibit 3 - Future Land Use Map](#)
[Exhibit 4 - P22-118 Petition](#)
[Exhibit 5 - Kittitas County Assessor Certification of Parcel](#)
[Exhibit 6 - Legal Notice CC PH](#)
[Exhibit 7 - Notification Buffer Map](#)
[Exhibit 8 - P22-118 Affidavit of Posting 3-17-23](#)

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A [Ordinance 4913 \(First Reading\) - Carbon Purchase and Sale Authority](#) 146
[Ordinance 4913 - CCA Code Changes](#) [Public Comment Opportunity]

- 9.B [Resolution 2023-09 Amending the Pay Resolution for Fiscal Year 2023 for Non-Represented Employees](#) [Public Comment Opportunity] 151
[2023 Pay Plan Resolution 2023-09 - 04.03.2023](#)

10. Unfinished Business

11. New Business

- 11.A [Notice of Intent to Commence Annexation Proceedings - Parcel 946133 located at 1501 W Dolarway Road](#) [Public Comment Opportunity] 157
[Exhibit 1 Notice of Intention](#)
[Exhibit 2 Map of Proposed Annex Area](#)

12. Miscellaneous

- 12.A Manager's Report [No Public Comment] 163
[Manager's Report 4-3-23](#)
[Tree City Celebration](#)
[Belonging in the Burg](#)
[Belonging in the Burg en Espanol](#)

- 12.B Councilmembers' Reports [No Public Comment]

13. Executive Session

14. Adjournment

Climate Commitment Act (CCA)

(70A.65 RCW & 173-446 WAC)

Overview and Impacts

(Estimated)



1

Washington's cap-and-invest program

- In 2021, the Washington Legislature passed the [Climate Commitment Act](#) which establishes a comprehensive, market-based program to reduce carbon pollution and achieve the greenhouse gas limits set in state law.
- The program started January 2023, and the first emissions allowance [auction](#) took place on February 28th, 2023.



2

How cap-and-invest works

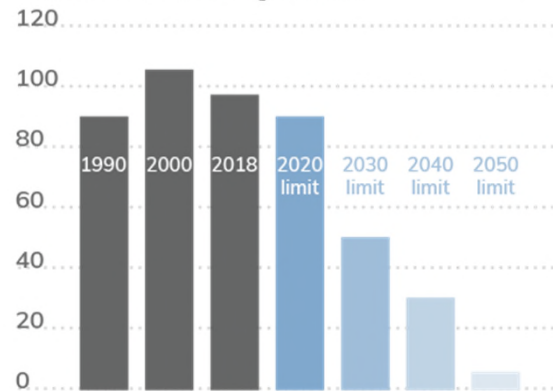
- The cap-and-invest program sets a limit, or cap, on overall carbon emissions in the state and requires businesses to obtain allowances equal to their covered [greenhouse gas emissions](#). These allowances can be obtained through [quarterly auctions](#) hosted by Ecology or bought and sold on a secondary market (just like stocks and bonds).
- The cap will be reduced over time to ensure Washington achieves its [2030, 2040, and 2050 emissions-reduction commitments](#), which means we'll issue fewer emissions allowances each year.



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Washington Greenhouse Gases

* million metric tons of CO₂ equivalent



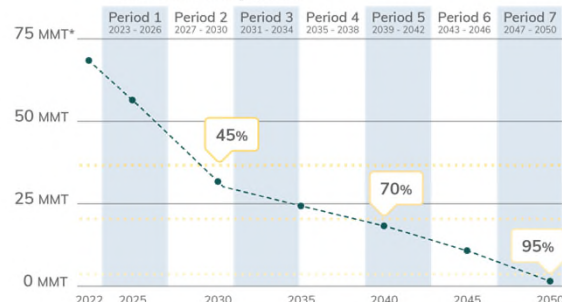
3

Greenhouse gas emissions reductions (RCW [70A.45.020](#))

- (i) By 2020, reduce overall emissions of greenhouse gases in the state to 1990 levels, or ninety million five hundred thousand metric tons;
- (ii) By 2030, reduce overall emissions of greenhouse gases in the state to fifty million metric tons, or forty-five percent below 1990 levels;
- (iii) By 2040, reduce overall emissions of greenhouse gases in the state to twenty-seven million metric tons, or seventy percent below 1990 levels;
- (iv) By 2050, reduce overall emissions of greenhouse gases in the state to five million metric tons, or ninety-five percent below 1990 levels.

Projected Emissions Cap Over Time

* million metric tons of CO₂ equivalent



4

How cap-and-invest works

- Cap-and-invest auctions are sealed-bid auctions — not like the classic highest-bidder-take-all auctions we see in the movies. Instead, participants can choose to submit a single bid for all their desired allowances, or a series of bids for groups of allowances at different prices.
- The bids are then automatically sorted in order of bid price, starting with the highest bid, and allocated to each bidder in that order. Once all the allowances are accounted for, the lowest bid that successfully won allowances is the price that all bidders pay.
- Participants who bid below that threshold will need to purchase their allowances from other businesses and individuals on the trading market, like buying stocks.



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Who Participates in Cap-and-Invest?



Covered Entities

GHG emitters that meet the program thresholds. Participation is not optional.



General Market Participants

Anyone else who wants to buy, sell, or trade allowances as a financial instrument.



Opt-In Entities

GHG emitters that don't meet the covered emission thresholds but choose to participate.



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What Counts as 'Covered Emissions'

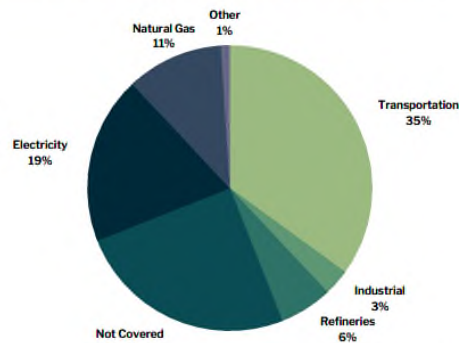
Roughly 75% of statewide emissions are considered 'covered' under the CCA, while the remaining 25% are designated as exempt.

Covered Emissions - 75%

- Emissions from:
 - Gasoline and on-road diesel
 - Electricity consumed in WA state
 - Facilities generating more than 25,000 metric tons per year of GHG emissions.
 - Natural gas distributed to homes and commercial businesses
 - Waste-to-energy facilities, beginning in 2027
 - Railroads & certain landfills, beginning in 2031

Not Covered - 25%

- Emissions from:
 - Agricultural operations
 - Businesses with fewer than 25,000 metric tons per year of GHG emissions
 - Aviation fuels and most marine fuels



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Natural Gas Utility Allowance Allocation

- Natural gas utilities that wish to receive free allowances must submit complete GHG reports for 2012-2021 no later than March 31, 2022.
- These reports will be used by Ecology to set the utility's allocation baseline for the first compliance period.
- Future emissions reporting will be calculated using a tool being developed by Ecology, based on Subpart NN reporting. Trainings on how to use this new tool are anticipated to begin in February 2022. All emissions reports will be subject to third-party verification.
- The total amount of free allowances distributed to natural gas utilities will decrease over time in line with the overall emissions cap.



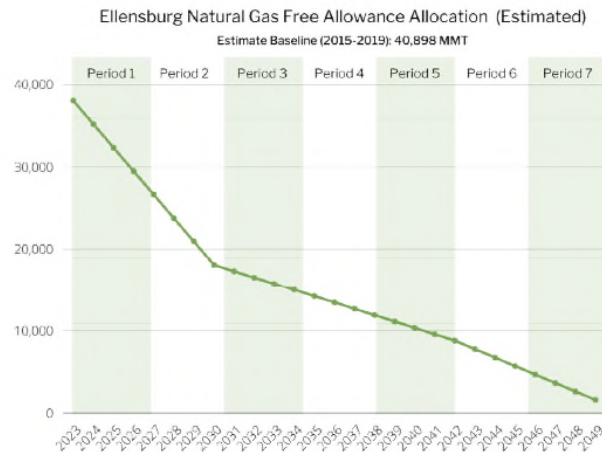
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Ellensburg No Cost Allowance Allocation

As an anticipated covered entity, the Ellensburg Natural Gas Utility would be eligible for no cost allowances starting in 2023, subject to the submission of emissions reporting for 2015-2021 by March 31, 2022.

Using an estimated emissions baseline, the chart on the left shows the anticipated number of no cost allowances the ENGU would be eligible for under the CCA.



9

Program compliance

At the end of each four-year compliance period, participating emitters must submit "compliance instruments" — **emissions allowances** and **offset credits**, if applicable — equal to their covered emissions for all four years.

In addition, by November 1 of each year, participants must submit compliance instruments equal to 30% of their emissions for the prior year. At the end of the four-year compliance period, businesses must submit allowances to cover the remaining 70% of their total emissions for the entire period.



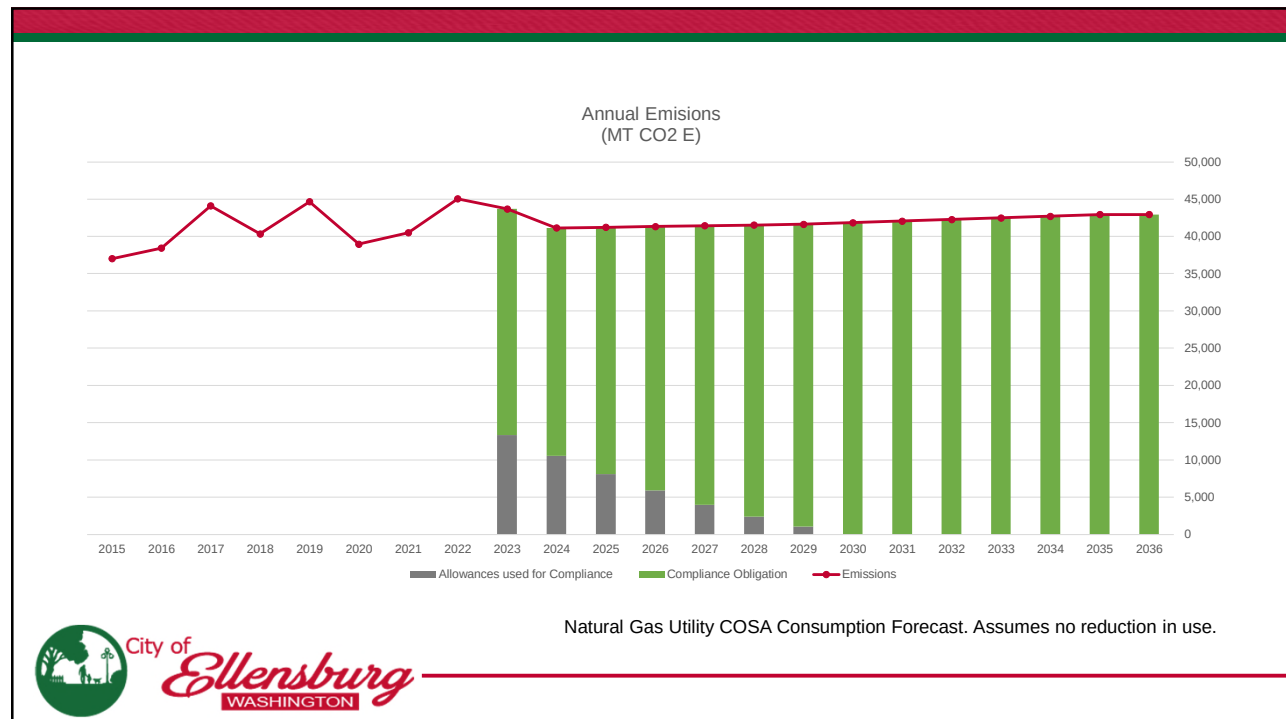
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Example – First compliance period (2023-2026)

- Nov. 1, 2024: 30% of 2023 emissions
- Nov. 1, 2025: 30% of 2024 emissions
- Nov. 1, 2026: 30% of 2025 emissions
- Nov. 1, 2027: 30% of 2026 emissions
- (Plus the remaining 70% of all 2023-2026 emissions)



11



12

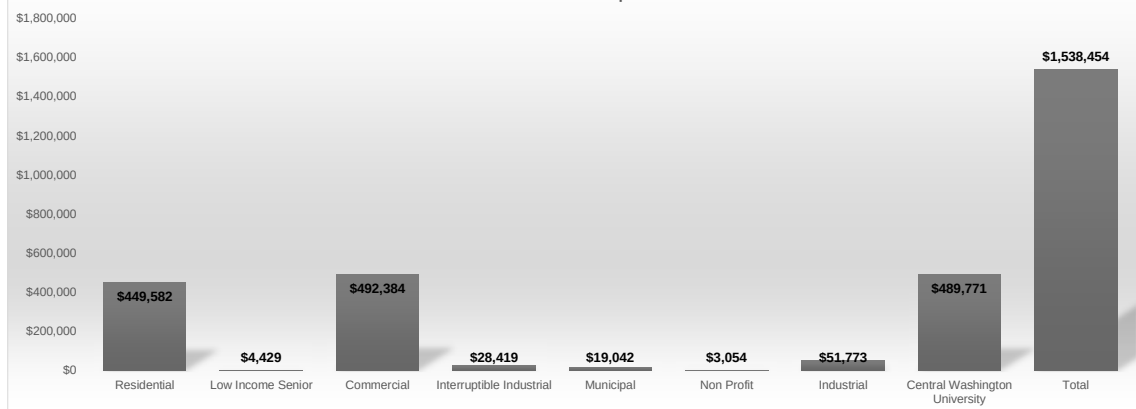
Allowances offered for sale in Auction #1 February 2023

Description of Allowances	Current Auction Vintage 2023 Total	Settlement Price	Total
Allowances offered by Washington Entity Consignment	0	\$48.50	\$0.00
Allowances offered by Ecology	6,185,222	\$48.50	\$299,983,267
Total Allowances Sold	6,185,222		\$299,983,267



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City of Ellensburg Estimated 2023 Compliance Costs



Note: This estimate assumes retiring or selling 13,312 "No Cost Allowances"

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January 2023 Average Residential Consumption 134 - Ccf

\$204/Mo.



\$245/Mo.



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January 2023 Average Commercial Consumption 700 - Ccf

\$793/Mo.

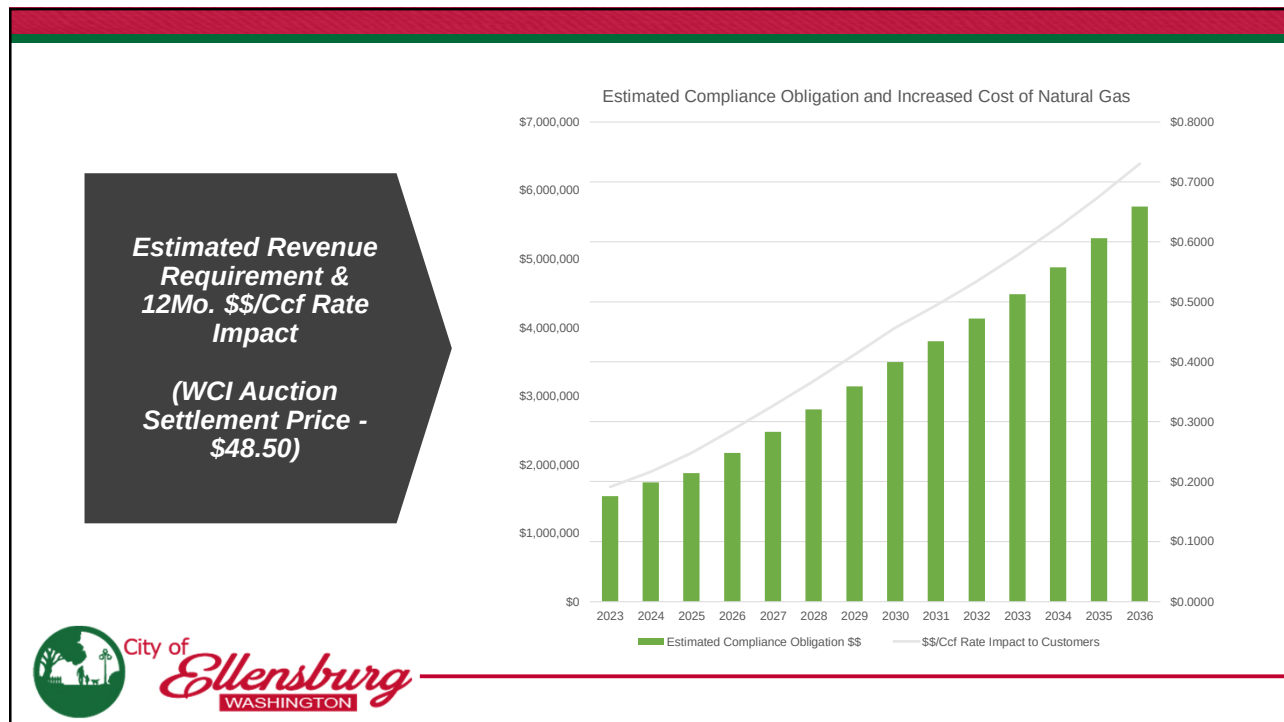


\$952/Mo.



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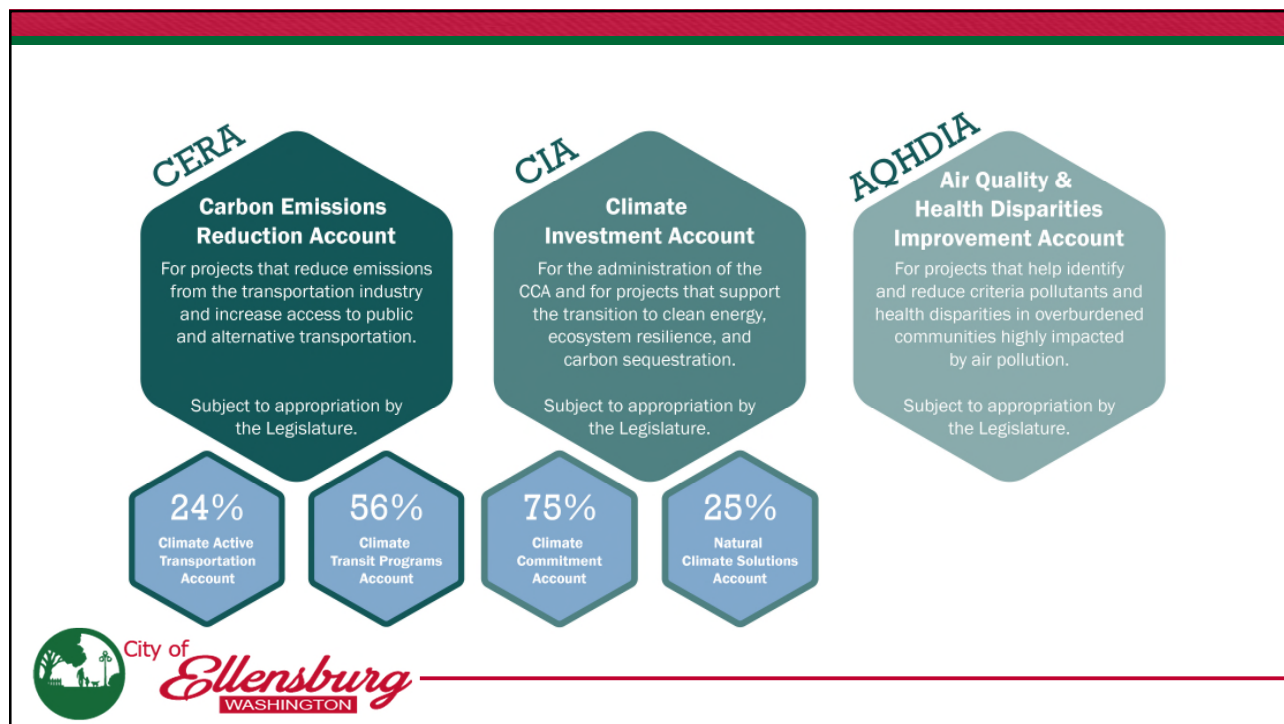
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Cap-and-invest auction proceeds

- Washington's [cap-and-invest program](#) will generate substantial revenue that must, by law, be invested in critical climate projects throughout the state.
- Among other things, these proceeds will be used to:
 - Increase climate resiliency
 - Fund alternative-transportation grant programs
 - Help Washington transition to a low-carbon economy.

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Carbon Emissions Reduction Account (CERA)

Climate Active Transportation Account (24%)
This sub-account focuses on school and alternative transportation projects, including:

- Safe Routes to Schools
- School-based bike programs
- Bicycle and pedestrian grants
- Complete Streets grant program
- Connecting Communities grant program
- Pedestrian, bicycle, or other active transportation projects
- Other transit projects identified in an [omnibus transportation appropriations act](#)

Climate Transit Program Account (56%)
This sub-account focuses on specialized transit projects, including:

- Transit support grants
- Tribal transit mobility grants
- Transit coordination grants
- Special needs transit grants
- Bus and bus facility grant programs
- Green transit grants
- Transportation demand management grants
- Other transit projects identified in an [omnibus transportation appropriations act](#)

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Climate Investment Account (CIA)

Climate Commitment Act Account (75%)

This sub-account focuses on projects that support Washington's transition to a low-carbon economy, improve air quality, and increase access to clean energy for Washington residents:

- Implementing the working families tax rebate
- Reducing greenhouse gas emissions in overburdened communities
- Strengthening the air quality monitoring network
- Supporting renewable energy technology and infrastructure
- Investing in energy efficiency for industry and agriculture
- Increasing building energy efficiency and supporting electrification
- Supporting appliance energy efficiency
- Assisting affected workers during the transition to a clean energy economy
- Capturing methane and diverting organics at landfills
- Deploying carbon dioxide removal
- Supporting efforts to mitigate and adapt to the effects of climate change affecting Tribes

Natural Climate Solutions Account (25%)

This sub-account focuses on projects that protect fish and wildlife habitats, improve aquatic ecosystems and water quality, and protect against floods:

- Restoring and protecting estuaries, fisheries, and marine shoreline habitats
- Increasing carbon storage in the ocean or aquatic and coastal ecosystems
- Remediating and adapting to the impacts of ocean acidification
- Reducing flood risk and restoring natural floodplains
- Increasing the sustainable supply of water and improving aquatic habitat
- Investing in stormwater infrastructure
- Preserving or establishing carbon sequestration in forests and agricultural soils
- Protecting or planting trees in marine shorelines and freshwater riparian areas to promote climate resilience
- Increasing resilience to wildfires, improving forest health, or preserving natural lands



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Air Quality & Health Disparities Improvement Account (AQHDIA)

Funds deposited in this account must be used for projects that address issues of environmental justice and health inequity in the state, such as:

- Funding the expansion of Ecology's air monitoring network in overburdened communities highly impacted by air pollution
- The development and implementation of strategies to reduce health disparities in those communities

The CCA also requires that a minimum of 35%, with a goal of 40%, of auction-generated revenue be used for projects that provide a direct benefit to vulnerable populations within overburdened communities.



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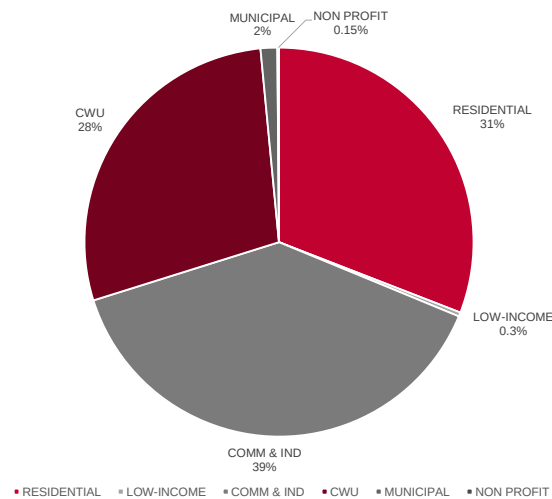
Carbon Purchase Authority - Code Change

- Staff is working on an ordinance/code change to allow purchase authority.
- To comply with the laws, rules, and regulations pertaining to chapters 173-446 WAC and 70A.65 RCW (the ability to purchase and sell carbon).

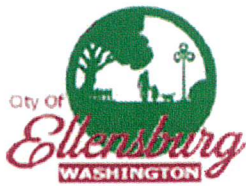


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AVERAGE NATURAL GAS CONSUMPTION BY RATE CLASS



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City of Ellensburg

PROCLAMATION

April as National Poetry Month in Ellensburg

WHEREAS, in 1996, the Academy of American Poets established the month of April as National Poetry Month to increase awareness and appreciation of poetry in the United States; and

WHEREAS, poetry is defined by Mary Oliver as “a life-cherishing force,” by Audre Lorde as “the skeleton architecture of our lives,” and by David Whyte as “an emblem of courage”; and

WHEREAS, poetry is a creative process that fosters not only self-discovery, but also community-building and connection to the natural world; and

WHEREAS, Ellensburg has a history of supporting poetry events, such as the Inland Poetry Prowl, a weekend-long event of guest poets, open mics, and a book fair organized by Inland Poetry; and

WHEREAS, in March 2023, Washington State Poet Laureate Rena Priest participated in Ellensburg’s Women’s History Month Poetry Extravaganza, a community event that featured a crown of sonnets honoring eight historical women of the Kittitas Valley; and

WHEREAS, Central Washington University celebrates and supports the lifework of poetry through delivery of innovative BA and MA degrees taught by award-winning writers, and brings notable poets to Ellensburg in the Lion Rock Visiting Writers Series; and

WHEREAS, the Ellensburg Arts Commission, recognizing poetry as integral to the city’s growing art scene, championed the creation of the Ellensburg Poet Laureate position, and the City Poem, “This Valley, Our Cradle,” was composed by Marie Marchand, the City’s first Poet Laureate; and

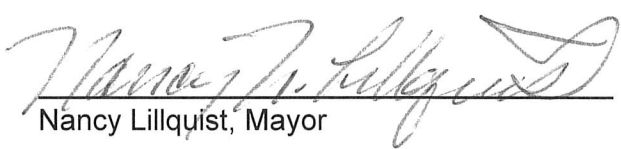
WHEREAS, the reading, writing, and sharing of poetry serves as an inspiring healing opportunity for people of all ages and backgrounds to actualize their bravest, most authentic selves.

NOW, THEREFORE, I, Nancy Lillquist, Mayor of Ellensburg, do hereby proclaim April as National Poetry Month in Ellensburg. I call upon public officials, educators, librarians, and all people of Ellensburg to observe this month by attending an event or writing a poem to celebrate the important role poetry plays in deepening self-awareness and connection to human community and the natural world.

Signed this 3rd day of April 2023.

Attest:

City Clerk


Nancy Lillquist, Mayor



City of Ellensburg

PROCLAMATION

National Safe Digging Month

April 2023

Whereas, April marks the start of the spring digging season for homeowners, landscapers, and construction companies; and

Whereas, failure to locate underground utilities before digging may result in unintentionally hitting underground lines or pipes, leading to penalties, repair costs, inconvenient outages, injury, or even death; and

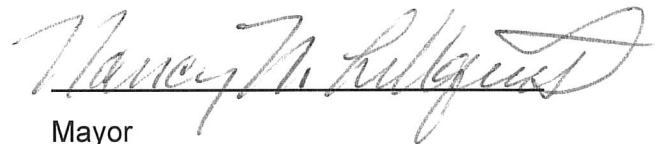
Whereas, Washington's free 811 one-call service notifies the appropriate utility companies of an intent to dig; and

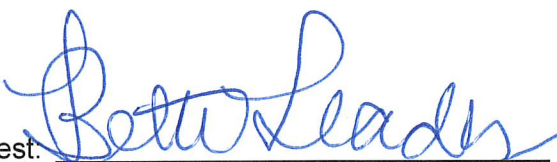
Whereas, the one-call center dispatches professional locators to the requested digging site to mark the approximate locations of underground lines, safely alerting the dig crew of the potential danger below; and

Whereas, all residents and professional excavators are required by law to call 811 at least two business days before they dig;

Now, therefore, be it further resolved that the City Council does hereby proclaim the month of April as **NATIONAL SAFE DIGGING MONTH** and expresses its appreciation for safe digging practices and the Washington 811 call before you dig one-call center that contribute to a safer community and limited excavation damages.

Signed this 3rd day of April 2023.


Mayor


Attest: _____
City Clerk



City of Ellensburg

PROCLAMATION

Arbor Day

April 2023

Whereas, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

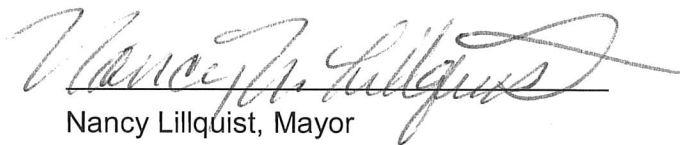
Whereas, trees — wherever they are planted — are a source of joy and spiritual renewal.

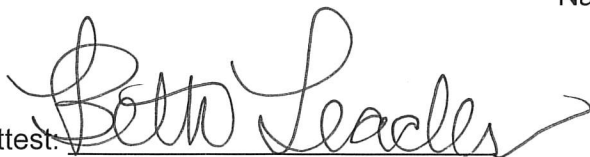
Now, therefore, we, the City Council of the City of Ellensburg, Washington, do hereby proclaim April 22, 2023, as **ARBOR DAY** in the City of Ellensburg, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

Further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Personal Invitation, please join us Saturday April 22nd at Irene Rinehart Riverfront Park as we celebrate 40 years as a Tree City USA. The event will be held from 10am to 1pm and will include a ceremonial tree planting, a nature scavenger hunt, as well as a sapling giveaway. We look forward to seeing you there,

Signed this 3rd day of April, 2023.


Nancy Lillquist, Mayor

Attest: 
City Clerk



TREE CITY USA®
An Arbor Day Foundation Program

 **Arbor Day Foundation®**



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 20, 2023

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 Goodloe

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp (remotely), Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller (remotely), Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Ayling, KVFR Chief, John Sinclair, and approximately 20 members of the public

Others present remotely via Zoom: Senior Planner Henderson and approximately five members of the public

2. Proclamations

2.A. National Developmental Disabilities Awareness Month
Dan Witkowski read the Proclamation.

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to Approve the Agenda with an amendment to move items 8.A. and 8.B. to 11.D. and 11.E. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Approve Minutes of the March 6, 2023 Regular Meeting

5.B. Approve Minutes of March 6, 2023 Study Session

5.C. Acknowledge Minutes of Boards and Commissions

5.D. Approve University Way Banner Request by Ellensburg Rodeo on August 28 - September 5, 2023

5.E. Accept the Resignation of Amy McCoy from the Landmarks and Design Commission

5.F. Accept the Resignation of Laci Harrison from the Parks and Recreation Commission

5.G. Washington State Opioid Litigation - Settlement of Second Lawsuit

5. H. Resolution 2023-08 Approving Tuam Properties, LLC Street Tree Removal Request at 709 N Poplar Street

5.I. Budget Adjustments for Community Access Television (CATV) Fund for Capital Equipment Replacement, SD to HD Broadcast Conversion, and Related Expenditures in support of Ellensburg Community Television (ECTV)

5.J. Second Amendment to the Affordable Housing Agreement with 113 West Bender Road (Habitat for Humanity)

5.K. Addendum to Jail Agreement with City of Sunnyside

5.L. Approve Voucher Listing for March 20, 2023

Councilmember Elliott moved to Approve the Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. Board and Commission Appointments - Affordable Housing Commission
Jamey Ayling spoke regarding interviews conducted and two recommended applicants by the Affordable Housing Commission.

Dan Witkowski spoke regarding his interest in serving on the commission.

Councilmember Elliott moved to Approve accepting the recommendation of the Affordable Housing Commission to appoint applicants Kim Funston and Dan Witkowski. **Motion Approved 7-0.**

6.B. Kittitas Valley Fire & Rescue Update
KVFR Chief, John Sinclair, presented an update of the Fire District.

7. Citizen Comment on Non-agenda Issues

Pat Kelleher, 6530 Wilson Creek Rd, commented regarding the withdrawal of his endorsement of the Reed Park Master Plan Option D.

8. Business Requiring Public Hearings

Items moved to 11.D. and 11.E.

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4912 (Second reading) Adopting New Chapter 4.14A Streeteries, Parklets, and Sidewalk Cafes

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

Blake Collins, 402 N Pearl St, commented regarding the amended ordinance language for fees and the city slurry project timeline.

Pat Kelleher, 6530 Wilson Creek Rd, spoke regarding his opposition to streateries and lack of downtown public parking.

Councilmember Elliott moved to Approve conducting second reading and adoption of Ordinance 4912. **Motion Approved 6-1 (Winn voted no).**

10. Unfinished Business

11. New Business

11.A. Affordable Housing Commission Recommendation on Sales Tax Funding and City Property Contribution for Affordable Housing project (Catherine Park)

Jamey Ayling, Community Development Director, presented information in the staff report. He mentioned the recorded document given to him before the meeting of the five-foot easement for a walking path between the Catherine Park property and Radio Road.

Kelle Vandenberg, Regional Director of Kittitas County Habitat for Humanity, presented information concerning Habitat's 30 years of supporting the community and their proposal for this project.

Tim Henebry, 1003 Chamith Lane, commented regarding proposed project density, parking and increase of light and noise

Roberta Clark, 1001 Chamith Lane, commented regarding the increase in residential units and parking

Steven Greenfield, 6 Viewpoint Rd, commented and requested consideration to delay the project to allow for further evaluation and potential vacation of the easement for the path to Radio Road

Marsha Rorty-Greenfield, 6 Viewpoint Rd, commented regarding City interaction with neighbors about the project and Affordable Housing Commission involvement

David Storla, 1301 Radio Rd, commented regarding the project and impacts to the existing neighborhood

Del Barrett, 1305 Radio Rd, commented regarding the current park and parking for the Rodeo

Liz Scully, 1304 Radio Rd, commented regarding the easement document and use of the pathway off Radio Road and potential for future parking

Larry Whiteman, 3 Viewpoint Rd, commented regarding safety issues for pedestrian traffic

Steven Greenfield continued his comments concerning the project

Marsha Rorty-Greenfield continued her comments concerning the project

Council asked questions of staff and Kelle Vandenberg.

Councilmember David Miller recommended potential conditions for staff review:

- explore vacation of the pedestrian access easement on north side of parcel
- ensure the circulation concept providing for emergency vehicles
- expand parking availability (to potentially 20 parking spots)
- potential reduction of density

Councilmember Elliott spoke regarding fire code requirements for developments.

Staff direction was confirmed and will be further examined.

Council recessed for a five-minute break at 9:09 pm and reconvened at 9:15 pm

11.B. Notice of Intent to commence annexation proceedings – parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633 located at Anderson Road and Umptanum Road

Jamey Ayling, Community Development Director, presented information in the staff report and reviewed the proposed annexation area.

Council asked questions of staff.

Councilmember Elliott moved to Approve the intent to commence annexation proceedings, set the annexation area as shown on the map of Exhibit 3, direct simultaneous adoption of zoning as described by staff of I-L and R-M and require the assumption of any portion of existing city or town indebtedness by the area to be annexed. **Motion Approved 7-0.**

11.C. Notice of Intent to commence annexation proceedings – parcel 946133 located at 1501 W Dolarway Road
Jamey Ayling, Community Development Director, presented information in the staff report.

Council asked whether the two properties had existing city utility services and requested that information before confirming the annexation.

11.D. (P23-017) Closed Record Appeal Hearing to review LDC COA approval (P22-115): Proposed Demolitions in Downtown Landmarks Historic District.
The Mayor opened the public hearing. The Mayor asked Council the standard questions regarding appearance of fairness and conflict of interest.

Pat Kelleher, 6530 Wilson Creek Rd, commented regarding an objection of ex parte disclosure by Councilmember Monica Miller.

Councilmember David Miller disclosed a discussion at an Arts Commission meeting regarding the Certificate of Appropriateness.

Mr. Kelleher requested a continuance and additional records to be included in the closed record hearing.

Councilmember Elliott expressed concerns with discussion during the open public hearing. The Mayor closed the public hearing.

Staff explained Mr. Kelleher could submit additional documentation that was previously submitted during the Landmarks & Design open public hearing.

With no objections from Mr. Kelleher and Mr. Case on the delay, Council discussed the continuation of the public hearing at the April 17, 2023 meeting.

Councilmember David Miller moved to Approve continuing the public hearing for Closed Record appeal P23-017 for COA P22-115 to the April 17, 2023 meeting. **Motion Approved 6-1 (Elliott voted no).**

11.E. (P23-019) Closed Record Appeal Hearing to review LDC COA approval (P22-002): Proposed New Construction in Downtown Landmarks Historic District.
Mr. Kelleher and Mr. Case agreed to delay the public hearing until the April 17, 2023 meeting.

Councilmember David Miller moved to Approve continuing the Closed Record appeal hearing P23-019 for COA P22-002 to the April 17, 2023 meeting. **Motion Approved 6-1 (Elliott voted no).**

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report. She also mentioned flyers on the dais regarding the Community Open House for Homelessness and the Belonging in the Burg event.

No executive session would be needed.

Jamey Ayling introduced Jeremy Johnston, Planning Manager.

12.B. Councilmembers' Reports

- Councilmember David Miller reported on the Arts Commission and ridership on Central Transit was up
- Mayor Lillquist reported on Department of Ecology information

13. Executive Session

No Executive Session was needed.

14. Adjournment

The meeting adjourned at 10:22 pm

Mayor

ATTEST:

City Clerk



ELLENSBURG ENVIRONMENTAL COMMISSION

**January 18, 2023, Regular Meeting
Hybrid Meeting In-Person and Zoom**

Members Present: Christina Wollman, Jean Marie Linhart, Andrea Sledge, and Raven Harlin

Members Absent: Kristine Steinkoenig

Also present: Nancy Lillquist-Mayor, Adam Winn-Council Liaison, Laura Wilson-Recording Secretary, Kathy Boots-Planning Technician, Jess Black-Public

CALL TO ORDER

Commissioner Wollman called the meeting to order

ELECTION OF CHAIRPERSON

Commissioner Harlin nominated Christina Wollman for Chairperson. Commissioner Wollman accepted the nomination. Motion passed 4-0 vote. Commissioner Harlin nominated Andrea Sledge for vice chair. Commissioner Sledge accepted the nomination. Motion passed 4-0.

Commissioner Wollman will be excused from February meeting.

AGENDA

The agenda was acknowledged with no changes.

MINUTES

Commissioner Linhart motioned to approve the October 19, 2022, regular meeting minutes with one amendment. Time of the ending of the meeting may not be accurate so minutes may be amended as needed.

CITIZEN COMMENT

There was no citizen comment.

NEW BUSINESS

None

BICYCLE ADVISORY

Mayor Lillquist provided an update on the Bicycle Friendly Community application. Lillquist asked for Commissioner input on selected questions. Discussion occurred. In February a bike month planning committee will meet.

STAFF UPDATE/DISCUSSION ITEMS

Environmental Commission Powers and Duties

Commissioners discussed the role and purpose of the Commission. The powers and duties will be clarified by the City Manager, Community Development Director, and Planning staff. The Commissioners would like to have an impact. Staff stated the City Manager approves of not meeting if there is not anything to discuss. Code

changes in relation to the Environment was an interest. Suggestions for important use of the Commission can be directed to staff. A retreat to discuss bigger issues was mentioned. A work plan can be developed with City Council liaison once group direction is determined. CWU faculty focused on sustainability may have suggestions for a group focus and will be contacted by Commissioner. High School students were used to assist with research in the past.

ADJOURNMENT- The meeting adjourned



Parks & Recreation Advisory Commission Meeting Minutes – February 8, 2023

DATE OF MEETING: February 8, 2023
MEMBERS PRESENT: KT Kelleher, Nick Zentner, Jackie Adams, Nikki Pollock, Laci Harrison
OTHERS PRESENT: Parks & Recreation Director Case, Heidi Behrends Cerniwey, City Manager, three members of the public
LOCATION: Meeting was held in the City Council Chambers and Remotely

CALL TO ORDER – Meeting called to order at 5:30pm

MEETING MINUTES - The meeting minutes from the January 11, 2023 Commission meeting were approved as submitted.

OLD BUSINESS

Reed Park Preferred Plan – Staff presented Reed Park plan ‘Option D’ to the Commission for their recommendation to the Ellensburg City Council. This plan was selected as the preferred plan because it most closely aligns with the goals of the master planning process improving park safety by expanding non-motorized access opportunities to and within the park, while still maintaining existing park elements that make Reed Park unique to our community.

Commissioner Kelleher made a motion requesting that the City place signage throughout Reed Park about the proposed changes, along with a QR code linking to information about the park design. The motion died due to a lack of second.

A motion was made and seconded to forward the plan as presented to City Council for adoption. Motion passed 5-0.

Fieldhouse and Rotary Park Master Plan Update – Staff talked about the city starting the master planning process with Bruce Dees and Associates, the landscape architects who completed the original master plan for Rotary Park in 2002 as well as the 2013 update. The focus on the plan update will be siting a fieldhouse and identifying a secondary access into the park. Staff anticipates this process starting in the next 30 days.

The City is submitting a funding request to the State of Washington for the fieldhouse, one of the goals of the project is to fund it through private partnerships and local and state dollars.

ITEMS FOR MARCH 8, 2023 MEETING

Unity Park Update -Walker Macy

Meeting adjourned at 6:25pm.

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
February 21, 3:30 PM
Hybrid Meeting

1. Call to Order and Roll Call

Roll Call Present: David Miller, Joey Bryant, Christopher King, Joe Burke, Jim Hurson

Roll Call Absent:

Also Present: Betsy Dunbar — COE, Spencer Klewin – HopeSource, Ryan Lyyski – COE,
Two members of the public attended in person.

2. Approval of Agenda

- A motion by Christopher was made to approve the February 21, 2023 PTAC Meeting Agenda.

Motion Affirmed by all.

3. Follow Up Items

- Consolidated Grant Project Ranking updates were shared.
- Vice Chair nominations will be presented at the next PTAC Meeting.
- SURC bus shelter artwork to be determined by a selection committee.
- Bus Stop Accessibility projects for 2023 were discussed. Specific projects and project locations will be shared at the next PTAC meeting.

4. Ridership Stats

- 2022 Yearly ridership stats were reviewed. January 2023 ridership stats were reviewed.

5. Agenda Items

- Vice Chair appointment was moved to the March 21st meeting.

6. Transit Marketing Updates

- No updates were shared.

7. Transit Updates

- Transit updates were shared with the committee.

8. Approval of Minutes

- A motion by Joey Bryant was made to approve the December 7, 2022 PTAC meeting minutes. **Motion affirmed by all.**

9. Next PTAC Meeting:

The next regular PTAC meeting will be held on March 21, 2023

10. Adjournment:

With no further discussion, the meeting was adjourned at 4:26 PM

Betsy Dunbar

Drafted: 2-22-2023

Approved: 3-21-2023



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

January 19, 2023

Time of Meeting

3:30 PM

Place of Meeting

Council Chambers & remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

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

Nancy Lillquist, City Council, term expires May 31, 2025

Scott Carlson, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2023

Kittitas County, Telecommunications Utility customer, term expires May 31, 2023

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

1. CALL TO ORDER

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

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Nate Sitton, City Utility Customer (Zoom); Scott Carlson, CWU (Zoom); Bryan Clark, KITTCOM (Zoom).

Committee member Lillquist moved to excuse Ed Barry. **Motion approved. 5-0**

Also present: Ryan Lyyski, Public Works & Utilities Director; Derek Mayo, Engineering Services Manager; Buddy Stanavich, Power & Gas Manager; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer (Zoom); Ben Faubion, IT; Heidi Behrends Cerniwey, City Manager; Paul Meyer, Electrical Engineer; Jon Morrow, Stormwater Manager (Zoom); Mike Helgeson, Assistant Public Works Director; Andrew Lyons, HopeSource.

3. APPROVAL OF AGENDA

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

4. APPROVAL OF MINUTES

4.A. Approve minutes - Nov 17, 2022 regular meeting minutes

Committee member Lillquist moved to approve the regular meeting minutes. **Motion approved. 5-0**

5. APPROVAL OF CONSENT AGENDA

No consent items.

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

No comments.

7. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

7.A. Telecommunications Issues and Updates - verbal update

Ben Faubion gave an update on the telecom utility.

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

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

8.A. HopeSource Energy Audit Agreement

Committee member Lillquist moved to approve the contract as presented. **Motion approved.**
4-0

8.B. Water Transmission Main Valve Replacement Presentation

Mike Helgeson presented information on a recent Public Works project.

9. INFORMATIONAL ITEMS

9.A. Committee Member Updates

Committee member Lillquist informed the Committee of several updates.

9.B. Public Works & Utilities Issues and Updates

Staff shared departmental updates.

9.C. Annual Board/Committee/Commission Report - 2022 Year in Review

The Committee suggested a few changes to the report.

10. NEXT MEETING

10.A. February 16th, 2023, at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:42 pm.

Kim Bowie
Recording Secretary
Drafted: 1/20/2023
Approved: 3/16/23



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Pole Attachment Agreement between Puget Sound Energy, Inc. and the City of Ellensburg

Submitted by: Ben Faubion Information Technology

Recommended Action or Motion: Approve the City Manager to sign the Pole Attachment Agreement between Puget Sound Energy, Inc. and the City of Ellensburg and the necessary budget adjustments for the proposed increase to annual pole attachment costs.

Background/Summary: November 7, 2022, Council authorized the City Manager to sign the Federal Capital Agreement with City of Ellensburg through Washington State Broadband Office (WSBO) for Ellensburg Fiber extension and fixed wireless broadband. The extension will connect to the City's Hayward wells, but requires use of PSE utility poles, in part, as part of the project. PSE requires a Pole Attachment Agreement with the City to replace the agreement that recently expired.

Previous Council Action: N/A

Analysis: The City Telecom Utility worked with City staff, NoaNet, and Puget Sound Energy Inc. for the purpose of attaching City fiber to Puget Sound Energy Inc. utility poles in the project area of the Ellensburg Fiber extension which will connect the City's fiber to the Hayward wells near Thorp.

The average cost per single attachment is about \$14, which is billed annually. The project proposes to attach to 120 poles, for an estimated total annual cost of \$1,680.

Financial Impact: The estimated annual pole attachment cost of \$1,680 will need to be added to the annual pole attachment expense budget. Cost recovery for pole attachments will be covered by the services delivered by the fiber to serve the Water Department and future commercial Internet provider(s) at the completion of the project.

Attachments:

[PSE - City of Ellensburg Pole Attachment Agreement](#)



POLE ATTACHMENT AGREEMENT

BETWEEN

PUGET SOUND ENERGY, INC.

AND

CITY OF ELLENSBURG

Date: _____

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**POLE ATTACHMENT AGREEMENT
FOR
CITY OF ELLENSBURG**

This Agreement, dated as of _____, is made by and between **Puget Sound Energy, Inc.**, a Washington corporation ("PSE"), and City of Ellensburg, Telecom/Communications, a local government ("COE"). In this Agreement PSE and COE are sometimes referred to individually as a "Party" and collectively as the "Parties."

PSE and COE agree as follows:

SECTION 1. SCOPE AND DEFINITIONS

1.1 This Agreement governs all attachments of COE's fiber optic communications system (the "System") and related Equipment now or hereafter made in relation to any utility poles owned in whole by PSE (individually a "Pole", collectively the "Poles"), with or without PSE's consent.

1.2 When used in this Agreement with the initial letter capitalized, the following terms shall have the following specified meanings:

"Agreement" means this Pole Attachment Agreement between PSE and COE together with all exhibits attached hereto.

"Annual Rental Fee" means the fees described in the attached Appendix III.

"Arm" means any wood, fiberglass or steel extension from a Pole used to support Equipment.

"Assignment" as described in Section 24 of this Agreement.

"Attach" (or any conjugation thereof) means to affix, fasten or otherwise attach Equipment to a Pole, either directly or indirectly, including, without limitation, by overlashing or attaching any Equipment to other equipment, cables, attachments or devices affixed, fastened or otherwise attached to a Pole.

"Attachment" will have the meaning given to it on Section 2.1 of the Agreement.

"Attachment Application" a written or electronic application form(s) requesting permission to attach any Equipment to any Pole.

"Attachment Permit" or "Permitted Attachment" will mean a completed permit in the form of Appendix II attached hereto that has been duly and properly executed by PSE or an Attachment authorized in such permit.

"Calendar Year" means any period from January 1 through December 31 of any given year.

"Certificate of Insurance" means a standard ACORD certificate or documentation from an agent authorized by the insurer(s) demonstrating insurance carriers, policy numbers, effective dates, limits of liability and deductible amounts.

"Electronic Notice" will have the meaning given to it in Section 25.2 of the Agreement.

"Equipment" means any coaxial and fiber optic cables, messenger strand, conduit or risers, span guys, down guys, anchors, service drops, mainline, overlash (i.e., any conductor that is overlash on an existing conductor after the initial permit), a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment, other attachments and related equipment made in relation to a utility pole.

"Event of Default" will have the meaning given to it in Section 7.1 of the Agreement.

"Facilities" means any poles, towers, arms, transformers, down guys and anchors, vaults, conduits, handholds, and/or electric system appendices.

"First Trip Costs" means any expenses and costs incurred by PSE for transfer of COE's Attachment(s) to a replacement Pole (at the same time PSE is transferring its own facilities to the replacement Pole).

"Indemnitees" means PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its lawful successors and assigns.

"Make-ready" means any and all work relating to the installation of additional Poles, Poles of greater height or strength, additional guying, or re-arrangements of PSE's Equipment or the Equipment of any other party licensed by PSE to use the Poles as required in order for PSE to provide COE with access to the Poles.

"NESC" means, at any given point in time, the then-current version of the National Electric Safety Code.

"NJUNS" means the National Joint Utility Notification System or a substantially comparable electronic communication system agreed upon in writing by the Parties.

"Notice of Termination" means any one hundred-eighty (180) calendar day Written Notice by Party requesting Termination of the Agreement to non-terminating Party.

"Plan of Correction" means a mutually agreeable plan to correct any Unauthorized Attachment.

"Pole" will have the meaning given to it in Section 1.1 of the Agreement.

"PSE Pole Attachment Specifications" means, at any given point in time, the then current version of the specifications set forth in the attached Appendix V.

"Return Trip Costs" means any fee assessed by PSE to COE when PSE must return to job site to perform transfer work.

"System" will have the meaning given to it in Section 1.1 of the Agreement.

"Termination" cancellation and/or voidance of this Agreement or any Attachments made pursuant thereto.

"Termination of Attachment Notice" means any Written Notice by Party requesting Termination of the Attachment to non-terminating Party.

"Topping Fee" means any fee assessed by PSE to COE for removal of the upper portion of any replaced Pole in the event PSE does not transfer COE's Attachment(s) to the replacement Pole.

"Unauthorized Attachment" means any Attachment(s) to any Pole(s) by COE in violation of the terms and conditions of this Pole Attachment Agreement.

"Work" means any work relating to the attachment, maintenance, repair, relocation, replacement or removal of Equipment and other work performed by COE in connection with this Agreement, or the attachment of Equipment to Poles performed by COE in connection with this Agreement.

"Written Notice" will have the meaning given to it in Section 25.1 of the Agreement.

SECTION 2. ATTACHMENT

2.1 Any piece of Equipment that occupies space on a Pole will be considered an "Attachment." Any and all COE Attachments are subject to this Agreement. Attachments are limited to:

- coaxial and fiber optic cables
- messenger strand
- conduit or risers
- span guys
- down guys
- anchors
- service drops
- mainline
- a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment

2.2 COE shall not attach any Equipment to any Pole without PSE's prior written consent in accordance with paragraph 2.3 below, regardless of whether or not COE has a valid permit for Attachments previously attached on such Pole. This Agreement shall not in itself constitute any such consent. Should COE fail to obtain a valid permit prior to attaching Equipment to any Pole, in accordance with Section 2.3, COE shall be liable for an Unauthorized Attachment in accordance with Section 6.

- 2.3** If COE desires to attach any Equipment to any Pole, COE shall submit to PSE an "Attachment Application", via the written application form in Appendix II or an "Electronic Notification" as outlined in paragraph 25.2. At a minimum, the pole Attachment Application shall include the information specified in Appendix II, which is attached and incorporated by reference. PSE retains sole discretion to modify the information required in the Attachment Application, upon thirty (30) days Written Notice to COE, and such modification shall be effective on the date referenced in the notification.

The Attachment shall be deemed installed on the date the Attachment Permit is approved. However, should COE fail to install an Attachment on a Pole for which an Attachment Permit has been granted within six (6) months from the approval date of the Attachment Permit that Permit shall expire and no Attachment shall be made on that Pole by COE until a new Attachment Permit is granted.

If COE wishes to remove an Attachment, it must submit a "Termination of Attachment Notice" to PSE via "Electronic Notification" as outlined in paragraph 25.2. If COE wished to assign an Attachment to a third party, COE must comply with the requirement of Section 24 (Assignment). If COE does not submit a Termination of Attachment Notice (and thereafter timely remove the affected Attachment) or an assignment is not made in accordance with Section 24 (Assignment), prior to the beginning of a Calendar Year, the applicable Attachment Permit shall be considered active and COE shall be assessed the appropriate Annual Rental Fee.

An Attachment Permit does not relieve COE of obligations or liabilities due under this Agreement. Any Attachment made without an Attachment Permit or not in accordance with the specifications listed in the Attachment Permit shall be considered an Unauthorized Attachment.

- 2.4** Unless otherwise directed by PSE, COE shall submit each Attachment Application to:

Puget Sound Energy, Inc. | 3380 146th PL SE #310 | Bellevue | WA | 98007 | Pole Services

- 2.5** PSE may deny any Attachment Application for the following reasons:

- (a)** insufficient capacity (when all potential accommodations have been reviewed by PSE and communicated to COE);
- (b)** Facilities are necessary for PSE's sole utility business use;
- (c)** COE's proposed Attachment violates the National Electrical Safety Code (NESC) or any other applicable code, law, rule or regulation, or unduly compromises safety;
- (d)** COE's proposed Attachment threatens the reliability of PSE's system;
- (e)** COE's proposed Attachment does not comply with general applicable engineering standards; or
- (f)** COE's account is not in good standing.

In the event that PSE gives its written or electronic consent for any Equipment to be Attached to a Pole, COE shall Attach such Equipment only in strict accordance with:

- a)** such Application;

- b) any conditions or qualifications set forth in PSE's consent; and
- c) the provisions of this Agreement.

COE shall have the right to make Attachments to PSE Facilities in accordance with the terms of the Attachment Permit and this Agreement. No application shall be deemed approved without Written Notice or Electronic Notice indicating approval from PSE.

2.6 COE shall reimburse PSE for any and all costs and expenses incurred by PSE in connection with the processing and review of each Application (including but not limited to the cost of identifying and estimating the cost of required changes under paragraph 2.7) and in connection with services performed by PSE at the request of COE (whether prior to or after the submittal of an Application), including, without limitation, any of the following:

- a) Field engineering review of proposed routes to identify potential problems with the proposed Attachment;
- b) Preparation and provision of drawings or other documents relating to the Poles or any facilities on the Poles;
- c) Engineering review of proposed Attachments to determine the consequences of additional strain on the Poles;
- d) Review of proposed routes to identify easement problems that may limit or preclude the proposed Attachment;
- e) Rights-of-Way services to obtain easements or other rights from private land owners to enable Equipment to be Attached to the Pole;
- f) Transmission poles with no communication attachment or distribution underbuild are not available to attach to;
- g) Transmission pole requests must have a structural pole analysis completed prior to review of approval of attachment at the cost of the applicant; and
- h) PSE may require distribution pole attachment requests have a structural analysis completed prior to review of approval of attachment at the cost of the applicant.

Amounts recoverable by PSE hereunder shall consist of fully allocated costs for labor (including but not limited to all payroll costs and overhead and all applicable engineering, supervision, and administrative overheads), transportation, employee expenses, attorney's fees, reprographic services, supplies, telephone service and other expenses. This paragraph 2.6 shall not obligate or be construed to obligate PSE to perform any service or to take any action whatsoever with respect to an Attachment, an Attachment Application, or any request made by COE.

2.7 COE understands and acknowledges that nothing in this Agreement grants or purports to grant to COE any right or interest of any kind in or to the real property on which any Pole is located and, subject to applicable law, COE is solely responsible for seeking and obtaining all permits, licenses, easements, franchise rights and other rights required from the owner of the underlying property (including, without limitation, PSE) for COE to Attach, maintain, repair, relocate or remove any Equipment in relation to any Pole. In no event, however, shall such actions in any way limit or relieve COE of its obligations under Section 14 or any other provision of this Agreement.

- 2.8** If, in the judgment of PSE, the accommodation of any proposed Attachment requires the replacement of an existing Pole to provide adequate Pole facilities, PSE will inform COE of the required changes and the estimated cost of such changes based on PSE's engineering work standards. If COE desires to Attach such Equipment and so notifies PSE within thirty (30) days after PSE informs COE of the required changes and estimated cost, PSE shall perform such work and COE shall reimburse PSE for the entire expense thereby incurred. If COE decides that it does not wish to Attach such Equipment after receiving notification of the required change(s) and estimated cost(s) of such changes, COE may decline to do so; provided, however, that COE shall still be required to pay the reasonable cost(s) incurred by PSE with respect to providing the change information and estimated cost(s) for the proposed Attachment(s).
- 2.9** Unless otherwise directed by PSE, COE shall install guys and anchors necessary to support the additional strain imposed on any Pole by any Attachment in a manner satisfactory to PSE. If PSE installs or replaces guys or anchors to support the strain imposed by such Attachment, COE shall reimburse PSE for the entire cost and expense of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).
- 2.10** COE shall clearly identify all new Attachments at each Pole in distinctive color marking or number marking and as otherwise agreed to by the Parties. In the event that COE performs general maintenance to existing Attachments, or takes such other action affecting such existing Attachments, COE shall clearly identify such existing Attachments in distinctive color marking or number marking and as otherwise agreed to by the Parties.

In the event COE acquires another entity's Equipment, or enters this Agreement with existing Equipment on PSE Facilities, COE shall properly identify the newly acquired Equipment in distinctive orange marking and as otherwise agreed to by the Parties within twelve (12) months or within a mutually agreeable earlier timeframe.

If COE removes some or all of its Equipment from a Pole, COE shall remove all corresponding identification tags, pole tags, and any other method of identification from the Pole.

SECTION 3. MAINTENANCE

COE shall maintain all Equipment Attached to any Pole in good and safe condition. COE shall maintain current and accurate location maps and records of all such Attachments.

SECTION 4. EMERGENCIES

In the event of an emergency, PSE may relocate any Attachments and take such other action affecting such Attachments, as PSE deems appropriate in the circumstances. The Parties' respective emergency phone numbers are as follows:

Puget Sound Energy, Inc. | 1-888-225-5773

City of Ellensburg | 1-509-201-6284

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

SECTION 5. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

- 5.1** COE understands and agrees that PSE Facilities are essentially for PSE's exclusive use. PSE reserves the right at any time, without COE's knowledge or consent, to add to its Facilities, raise the voltage on its circuits or change their character or to remove, replace, or relocate the Facilities. In the event PSE modifies, removes, replaces or relocates its Facilities and such change requires COE to remove or relocate COE's Equipment, PSE shall provide COE with either Written Notice or Electronic Notice. COE shall relocate or remove its Equipment, at COE's sole expense, within thirty (30) days from the date of PSE's Written Notice or Electronic Notice requesting the relocation or removal of COE's Equipment. Following the thirty (30) days, at PSE's discretion, PSE may remove or relocate the Equipment and bill COE for the cost of such removal or relocation. If COE performs the removal or relocation work, COE shall be responsible for any liability or additional costs associated with removing the old Facilities and relocating them.
- 5.2** PSE may in an emergency, relocate, replace, or remove such Attachment and perform any other work in connection with such Attachment that may be required for the maintenance, relocation, replacement, or removal of said Poles, or the facilities thereon or which may be placed thereon, or for the service needs of PSE. All such work shall be performed at COE's sole risk and expense and COE shall reimburse PSE for the entire expense thereby incurred.
- 5.3** If, in the judgment of PSE, an existing Attachment on any Pole interferes with or prevents the attachment of any additional facilities of PSE or any other person or entity having a joint ownership interest with PSE in such Pole, and if such additional facilities could be attached to such Pole by removing the Attachment or by rearranging existing facilities thereon, PSE will so notify COE. Such notice shall state what rearrangement of facilities or Pole replacement and transfer of facilities is required to continue the accommodation of the Attachment. If COE desires to continue to maintain the Attachment on such Pole and so notifies PSE within thirty (30) days after PSE gives notice to COE, COE shall make such rearrangement at the sole risk and expense of COE. If COE does not so notify PSE prior to the end of such thirty (30) day period, PSE shall make such rearrangement at the sole risk and expense of COE, and COE shall reimburse PSE for the entire expense thereby incurred. If COE does not desire to continue to maintain the Attachment on such Pole, COE shall remove the Attachment from such Pole within thirty (30) days from the date of PSE's original notice to COE. If the Attachment is not removed from the Pole at the end of the thirty (30) day period, PSE may remove the Attachment at COE's sole risk and expense and COE shall reimburse PSE for the entire expense thereby incurred.
- 5.4** If PSE replaces or relocates an existing Pole, PSE will be responsible for transferring its Facilities to the replacement Pole. PSE may, in its discretion, also transfer COE's Attachment(s) to the replacement Pole, provided that COE has given its prior approval. The physical transfer will be made at the sole risk and expense of COE. If PSE transfers COE's Attachment(s) to the replacement Pole at the same time PSE is transferring its own facilities to the replacement Pole, COE shall reimburse PSE for any and all costs and expense thereby incurred in connection with such transfer in accordance with Appendix IV, "First Trip Costs" which may be amended from time to time upon written notice to COE from PSE.

If PSE replaces or relocates an existing Pole on which there is an Attachment, and PSE does not have COE's approval or for any other reason does not transfer COE's Attachment(s) to the replacement Pole, then PSE may remove the upper portion of the replaced Pole approximately one (1) foot above the highest communication attachment and COE shall transfer its Attachment(s) to the replacement Pole within thirty (30) days and reimburse PSE the "Topping Fee" in accordance with Appendix IV, which may be amended from time to time. If COE fails after thirty (30) days' notice to transfer its Attachment(s) from the replaced Pole to the replacement Pole, PSE may have such work performed by a licensed contractor competent to perform such work, and PSE will charge COE for such work in accordance with Appendix IV, "Return Trip Costs".

- 5.5** PSE may, in its sole discretion, choose to install an Arm to support facilities on a Pole, whether such Pole is solely owned by PSE or is jointly owned by PSE and another owner. In such case, PSE may require COE to relocate any of its Attachments to the Arm in accordance with paragraph 5.2 above.
- 5.6** If at any time PSE determines, in its reasonable judgment, that a Pole is required for the sole use of PSE or is no longer suitable for attachment of COE's Equipment because of safety or the other factors set forth in Section 2.5, PSE may require COE to remove its Attachments from such Pole upon sixty (60) days' advance notice. In the event COE fails to remove its Attachments from the Pole within such sixty (60) day period, PSE may remove such Attachments at COE's sole risk and expense and COE shall reimburse PSE for the entire expense thereby incurred.

SECTION 6. FEES

- 6.1** COE shall pay PSE "Annual Rental Fees" when due, in accordance with and incorporated by reference as Appendix III. PSE may adjust the Annual Rental Fee payable by COE under this Agreement at any time and from time to time by notice submitted in accordance with Section 25.1
- 6.2** Payment from COE for Annual Rental Fees for each Calendar Year and all other PSE invoices are due within thirty (30) days of receipt of the invoice from PSE.
- 6.3** Annual Rental Fees for Attachments permitted on or after the beginning of the current Calendar Year shall be billed after the Attachment Permits for those attachments are approved by PSE; provided, however, that the foregoing will not relieve COE from any liability for Attachments made without PSE approval, including, without limitation, payment of any and all Annual Rental Fees with respect thereto. There shall be no abatement or reduction in such fees for Attachments in place for less than the full Calendar Year, for Attachments permitted but not yet actually made or Attachments that are acquired, assigned, or purchased by COE during the Calendar Year from another entity.
- 6.4** Fees for Transferring Communication Equipment (Appendix IV) may be adjusted by PSE from time to time. PSE shall provide to COE at least sixty 60 days prior Written Notice before the effective date of the new fees.
- 6.5** COE may overlash its Equipment onto existing Equipment owned by it and such overlash shall not be considered a separate Attachment for purposes of assessing the PSE Annual Rental Fee. COE must submit a new Attachment Application prior to overlash. Such

overlashed cable shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE prior to COE overlashing.

In the event of an emergency or for general maintenance purposes, COE may overlash its Equipment without submitting a new Attachment Application prior to overlashing. COE must promptly notify PSE pursuant to COE overlashing. Such overlashed cable shall not exceed four (4) Pole span lengths and shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE pursuant to COE overlashing.

In addition, PSE may recover its administrative, engineering and inspection costs associated with approving COE's overlashing. Under no circumstances shall COE overlash its Equipment onto existing Equipment that is not owned by COE, nor shall COE allow third parties to overlash its existing Equipment. PSE shall assume that the strand owner also owns the overlashed Equipment, unless otherwise notified by COE or a third party. Any overlash that does not comply with this Section shall be considered an Unauthorized Attachment.

6.6 COE may attach guy wires to PSE anchors with PSE's prior approval according to paragraph 2.9 above using the method described in the PSE Attachment Specifications.

6.7 Unauthorized Attachments shall be addressed as follows:

- a)** within sixty (60) days of receipt of notice specifying the Unauthorized Attachment, COE shall correct the Unauthorized Attachment in accordance with this Agreement and send Written Notice to PSE of its compliance; or
- b)** within thirty (30) days of receipt of notice specifying the Unauthorized Attachment, COE shall submit to PSE a mutually agreeable plan to correct the Unauthorized Attachment ("Plan of Correction") and thereafter COE complies with the plan, if accepted by PSE or with another plan approved by PSE. COE's Plan of Correction shall, at a minimum, set out the completion date, as well as reasons to support that date.
- c)** Notwithstanding Section 6.7 (a & b) above, should PSE determine that the Unauthorized Attachment poses an immediate hazard, PSE may require a shorter period of time to correct the Unauthorized Attachment.
- d)** If COE has failed to meet the timeline specified in Section 6.7 (a or b) by sixty (60) days or more, PSE may
 - (i) Correct the Unauthorized Attachment and COE shall be liable for all costs associated with this correction, or
 - (ii) remove COE's Attachments and COE shall be liable for all costs associated with this removal.

6.8 If the rearrangement of PSE's Facilities or the Equipment of any other party licensed by PSE to use the Facilities are required in order for PSE to provide COE with access to the Facilities ("Make-ready"), the costs for such additional Facilities and Make-ready, including, but not limited to, special inspections, pre-construction, engineering, make ready, change out, rearrangement work, shall be at the sole expense of the COE, and COE agrees to pay all invoices when due.

- 6.9** For the purposes of this Agreement, an account is in good standing if all invoices are paid in accordance with Article 6 (Fees).

SECTION 7. DEFAULT AND REMEDIES

- 7.1** PSE expects COE to respond to PSE notices, including timely payment of invoices, and to remove abandoned Equipment, identify Equipment, and provide prior Written Notice of any proposed assignment of Equipment or entity. The occurrence of any one or more of the following events constitutes an "Event of Default" by COE:
- a)** COE fails to pay any amount due under this Agreement within ten (10) days after receipt of Written Notice of such failure from PSE.
 - b)** COE fails to provide prior Written Notice to PSE of intent to assign this Agreement or the Equipment attached to PSE Facilities.
 - c)** COE assigns this Agreement, in violation of the terms and conditions of this Agreement, without prior written consent from PSE.
 - d)** A petition is filed by or against COE under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed against COE, such petition is not dismissed within sixty (60) days after the filing thereof) or COE is adjudged a bankrupt or insolvent, or receiver, custodian or trustee is appointed for COE or for any of the assets of COE which appointment is not vacated within thirty (30) days of the date of appointment, or COE becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors.
 - e)** COE fails to perform or observe any other term or condition of this Agreement and such failure continues for thirty (30) days after Written Notice from PSE; provided, however that if such failure is capable of being cured, but not within such 30-day period, PSE may extend such period as approved in writing by PSE, so long as COE commences appropriate curative action and diligently prosecutes such cure to completion.
- 7.2** So long as an Event of Default applicable to this Agreement continues beyond the specified period or, if no period is specified, beyond thirty (30) days, PSE may terminate this Agreement without notice or demand except as expressly required above, revoke all PSE Attachment Permits issued to COE, and pursue any other remedy it may have under applicable law. In the event PSE terminates this Agreement pursuant to this Article, COE shall disconnect COE's Equipment from PSE Facilities within nine (9) months. Should COE fail to remove its Equipment within the nine (9) month period, or should COE fail to begin such removal promptly after termination and thereafter work diligently and continuously to effect such removal, PSE may remove COE's Equipment at COE's expense.

SECTION 8. PERFORMANCE OF WORK

- 8.1** The Attachment, maintenance, repair, relocation, replacement, and removal of Equipment and other work performed by COE in connection with this Agreement or the Attachment of Equipment to Poles is sometimes collectively referred to herein as the "Work."

- 8.2** COE shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. COE shall expeditiously and efficiently perform the Work in accordance with the provisions of this Agreement. COE shall ensure that all personnel who perform its Work shall be fully experienced and properly qualified to perform the same. COE shall not hire any employee of PSE to perform any of the Work.
- 8.3** COE shall perform the Work in a workmanlike and skillful manner. COE shall ensure that the Work and the Equipment is in all respects (a) safe, (b) of first-class quality, (c) free from all faults and defects in workmanship, material and design, and (d) in conformance with such requirements of the current PSE Pole Attachment Specifications (Appendix V) and all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to Pole line construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code.
- 8.4** COE shall promptly and satisfactorily correct or replace any Work or Equipment found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of paragraph 8.3). If COE fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, PSE may perform such Work and make such corrections and replacements at COE's expense.
- 8.5** COE shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same. COE shall, if so requested by PSE, remove from performance of the Work any personnel whom PSE finds to be incompetent, careless or otherwise objectionable.
- 8.6** Whenever COE has knowledge of any actual or potential labor dispute involving its employees which may in any way affect, delay or arise in connection with or as a result of the performance of the Work or this Agreement, COE shall immediately notify and submit all relevant information to PSE.
- 8.7** COE shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, COE shall promptly remove all rubbish, refuse and other debris and all of its equipment and surplus materials.
- 8.8** COE shall give immediate attention to, and shall use its best efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating PSE in any way), all complaints received by COE from third parties arising out of or in connection with performance of the Work. COE shall promptly notify PSE of all such complaints and any action taken (or to be taken) in connection therewith. In handling any complaints, COE shall use its best efforts to maintain and promote good public relations for PSE.

SECTION 9. PROTECTION OF PROPERTY AND PERSONS

- 9.1** COE shall take all precautions necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation of the Equipment. Without limiting the generality of the foregoing, COE shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as are required from time to time by PSE. COE shall inspect all goods,

materials, tools, equipment, and other items to discover any conditions which involve a risk of bodily injury (including death) to persons, or a risk of damage to any property or environment, and shall be solely responsible for discovery and correction of, and protection against, all such conditions.

- 9.2** All property damaged, altered or removed in connection with COE's performance of the Work or the operation of the Equipment shall be promptly repaired, replaced or otherwise restored by COE to at least as good quality and condition as existed prior to such damaging, alteration or removal.
- 9.3** COE shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment and other property) is damaged, altered, removed or interrupted in connection with the performance of the Work or the operation of the Equipment. If COE requires the temporary shutoff of any of PSE's electric circuits or other elements of its or a third party's utility system, COE shall request PSE's approval thereof at least forty-eight (48) hours in advance of the time it requires the shutoff. COE shall perform the Work requiring the shutoff only after such approval has been obtained and on such days and at such hours as PSE may direct.
- 9.4** Prior to performing any of the Work, COE shall obtain from PSE all relevant information as to the nature of the electric circuits attached to the Poles to which such Work relates. COE shall ensure that such circuits continue in normal operation at all times during performance of the Work. Without limiting paragraph 9.1, COE shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing the Work.

SECTION 10. COOPERATION AND COORDINATION

- 10.1** COE acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by PSE or others. COE shall fully cooperate with PSE and others and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.
- 10.2** If any part of the Work depends upon the results of other work by PSE or others, COE shall, prior to commencing such Work, notify PSE in writing of any actual or apparent deficiencies or defects in such other work that renders it unsuitable for performance of the Work. Failure of COE to so notify PSE shall constitute an acceptance by COE of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

SECTION 11. LIENS

COE shall timely pay all (and shall promptly secure the discharge of any liens asserted by any) persons and entities furnishing labor, equipment, materials or other items in connection with the Work. COE shall furnish to PSE such releases of claims and other documents as may be requested by PSE from time to time to evidence such payment (and discharge). If any such persons or entities are not timely paid (or if any of such liens are not promptly discharged), PSE may make such payments (and secure such discharge) at COE's expense and COE shall reimburse PSE for the entire expense thereby incurred.

SECTION 12. COMPLIANCE WITH LAWS

12.1 In the performance of the Work and this Agreement, COE shall comply and shall ensure that all contractors of any tier comply with all applicable:

- a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- b) Industry standards and codes; and
- c) PSE Pole Attachment Specification, which is attached and incorporated by reference as Appendix V and may be modified by PSE from time to time.

COE shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

12.2 If applicable, COE shall comply with Executive Order No. 11246, Executive Order No. 11701, the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules and regulations promulgated thereunder (including, but not limited to 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-250 and 41 C.F.R. Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" of 41 C.F.R. § 60-1.4(b), the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 C.F.R. § 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 C.F.R. § 60-741.4 are incorporated herein by this reference. By signing the Agreement, COE certifies that segregated facilities (within the meaning of 41 C.F.R. § 60-1.8) are not and will not be maintained or provided for COE's employees and that COE will not permit its employees to perform Work at any location under COE's control where segregated facilities are maintained. COE shall obtain a similar certification from any of its subcontractors or suppliers as required by 41 C.F.R. § 60-1.8. This paragraph 12.2 shall apply only if and to the extent required by law or by any agreement now or hereafter entered into between PSE and the United States of America.

SECTION 13. TAXES

COE shall pay (except as otherwise required by law) all taxes applicable to or incurred in connection with the Work, the Equipment, or the System of which the Equipment constitutes a part.

SECTION 14. PERMITS AND PROTECTION OF EXISTING RIGHTS

14.1 COE shall obtain and comply (and shall ensure that all of COE's suppliers and subcontractors of any tier comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment and the System in accordance with this Agreement. COE shall furnish to PSE such evidence thereof as PSE may request. Compliance with this paragraph 14.1 shall be the sole responsibility of COE and a continuing condition of the use of the Poles by COE.

- 14.2** COE shall release and defend, indemnify and hold harmless PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively referred to hereafter as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any violation (or alleged violation) of any contract, permit, license, franchise, right-of-way, easement or other rights of PSE that is based on or relates to any Attachment. Upon the request of PSE, COE shall immediately remove any Attachment that violates, is alleged to violate or, in the judgment of PSE, jeopardizes any contract, permit, license, franchise, right-of-way, easement or other rights of PSE. If COE fails to remove the Attachment within fifteen (15) days after PSE makes its request, PSE may remove the Attachment at COE's sole risk and expense and COE shall reimburse PSE for the entire expense thereby incurred.

SECTION 15. EXAMINATION OF RECORDS

COE shall promptly furnish PSE with such information related to the Work or the Equipment as may from time to time be requested by PSE. Until the expiration of three (3) years after the termination of the Term, PSE shall have access to examine all of COE's books, documents, papers and records which are related to the Work, the Equipment, or this Agreement.

SECTION 16. STATUS OF COE

- 16.1** COE represents and warrants that it is, and that at all times during the Term it shall be properly authorized, licensed, organized, equipped and financed to perform the Work and to operate the Equipment and the System.
- 16.2** COE shall be and operate as an independent entity (not a contractor, agent or representative of PSE) in the performance of the Work and the operation of the Equipment and COE's System. In no event shall COE be authorized to enter into any agreements or undertakings for or on behalf of PSE or to act as or be an agent or representative of PSE.

SECTION 17. RELEASE, INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY

- 17.1** COE releases and shall defend, indemnify and hold harmless the Indemnitees from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising (whether before or after termination of the Term) out of or in connection with any Attachment, the performance of the Work, the operation of the Equipment or the System by COE, the enforcement of this Agreement by PSE, any default under or breach of this Agreement by COE or the acts or omissions of COE or any of its suppliers or subcontractors of any tier, the respective successors and assigns of COE or any such suppliers or subcontractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on COE's behalf in connection with this Agreement. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply regardless of any act, omission, fault, negligence or strict liability of the Indemnitees; provided, however, that COE shall not be required to so indemnify any Indemnitee(s) against any claim, loss, cost, liability, damage or expense to the extent the same is caused by or results from the negligence of any Indemnitee(s). In connection with any action to enforce this Section 17, COE waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar

laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington). PSE is willing to permit Attachments for the fees described in Section 6 only in consideration of and in reliance upon such release, indemnity and hold harmless. Consequently, such release, indemnity, and hold harmless shall be construed broadly in favor of the Indemnitees.

- 17.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PSE SHALL NOT HAVE ANY LIABILITY TO COE FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF COE FOR SERVICE INTERRUPTIONS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, ANY ATTACHMENT, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

SECTION 18. INSURANCE

18.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect insurance policies as described below:

- 18.1.1 Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits as required for all employees by Title 51 of the Revised Code of Washington. Employer's Liability Insurance, including Occupational Disease coverage, in the amount of \$1,000,000 for each accident, each employee, and policy limit. Licensee shall require subcontractors to obtain and maintain such insurance.
- 18.1.2 Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$ 2,000,000 general aggregate, \$ 2,000,000 products/completed operations aggregate, \$ 2,000,000 personal injury, \$ 2,000,000 each occurrence.
- 18.1.3 Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned autos and commercial vehicles to be used in the performance of the Work. Limits of liability not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.
- 18.1.4 Umbrella Liability Insurance.** Coverage is to be responsible in excess of the sum employers' liability, commercial general liability, and auto liability. Limits of liability not less than \$ 8,000,000 each occurrence/ \$ 8,000,000 aggregate.
- 18.1.5 Property Insurance.** Each party will be responsible for costs associated with maintaining their own property.

- 18.2 Qualification; Priority; Contractors' Coverage.** The insurer(s) must be authorized to do business under the laws of the state of Washington and have an "A- (VII)" or better rating by AM Best. Such insurance will be primary and non-contributory to any insurance carried by Pole Owner. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.

- 18.3 Certificate of Insurance; Other Requirements.** Prior to execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Pole Owner with a certificate of insurance (Certificate). Pole Owner shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Pole Owner, its successors and assigns, and their respective officers, directors, employees and agents (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Pole Owner upon request.
- 18.4 Limits.** The limits of liability set out in this Article 18 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, the in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgements or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- 18.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Pole Owner except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage from injuries to Pole Owner's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.6 Deductible / Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program and for any deficiencies in the amounts of insurance maintained. Licensee shall have no right to call upon or seek contribution from Pole Owner for deductibles, self-insured retentions or insurance premiums associated with policies of insurance required herein.

SECTION 19. RISK OF LOSS

COE shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the System and anything used (or to be used or consumed) in connection with the Work.

SECTION 20. REIMBURSEMENT AND PAYMENT

PSE shall invoice COE for all amounts payable by COE to PSE under this Agreement (including, without limitation, the payments described in Section 6 and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. COE shall pay each such invoice in full within thirty (30) days after COE's receipt thereof.

SECTION 21. ATTORNEY'S FEES

The prevailing Party in any suit, action, or arbitration filed or held concerning this Agreement shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees incurred in connection therewith, both at trial and on any appeal.

SECTION 22. LATE CHARGES AND INTEREST

- 22.1** COE acknowledges that late payment of any fee or other amounts due to PSE under this Agreement will cause PSE to incur certain administrative, processing accounting costs not otherwise contemplated by this Agreement, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Accordingly, if any fee or other amounts shall not be received by PSE within thirty (30) days after such amounts shall first become due, COE shall pay to PSE a late charge, as liquidated damages and not as a penalty, equal to two percent (2%) of such overdue amounts as a reasonable estimate of the administrative, processing and accounting costs PSE will incur by reason of late payment by COE. Such late charge is intended to be in lieu of COE's liability for such costs, but shall not relieve or release COE from liability for any other costs or damages suffered by PSE by reason of late payment. Payment of such late charge shall in no event excuse or cure any default under or breach of this Agreement by COE.
- 22.2** In addition to any late charge under paragraph 22.1, COE shall pay to PSE interest, compounded daily, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any fees or other amounts not paid to PSE when due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by COE.

SECTION 23. NONWAIVER

The failure of PSE to insist upon or enforce strict performance by COE of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

SECTION 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

COE shall not assign, apportion, delegate or sublease any of its rights or obligations under this Agreement or assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of PSE, which consent shall not be unreasonably withheld. Any apportionment, delegation, sublease or assignment or purported apportionment, delegation, sublease or assignment without the prior written consent of PSE shall be voidable by PSE. In any event, no sublease or assignment of this Agreement shall relieve COE from any of its liabilities or obligations under this Agreement. Subject to the foregoing restrictions on assignments without the prior written consent of PSE, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors and assigns of the respective Parties hereto.

SECTION 25. NOTICES AND OTHER COMMUNICATIONS

25.1 Written Notice. As referenced elsewhere in this Agreement, PSE and COE shall provide notice, approval, consent, instruction, direction or other communication to each other in writing ("Written Notice"). The following notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed given if personally delivered, sent via overnight delivery, or within five days of being deposited in the US Mail with appropriate postage:

- a) Notice of adjustment of the Annual Rental Fee (Appendix III).
- b) Notice of code violation: COE's Equipment fails to comply with the requirements of NESC.
- c) Notice of permit violation: COE's Equipment fails to comply with the requirements of Appendix V.
- d) Notice of termination of Agreement by either Party.
- e) Notice of failure to respond to an invoice.
- f) Notice in lieu of payment of an invoice.
- g) Notice of consent of assignment of Agreement to a third party.
- h) Notice of rearrangement of COE's Equipment by PSE.
- i) Notice of COE failure to perform or observe any other term or condition of this Agreement.

Written Notice shall be made to the following addresses and either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this section:

If to:

Puget Sound Energy, Inc.: 3380 146th PL SE #310, Bellevue, WA 98007 / Pole Services

City of Ellensburg: 501 N. Anderson St, Ellensburg, WA 98926 / Telecom Utility

25.2 Electronic Notice. As referenced in this Agreement, PSE and COE may provide notice to each other electronically ("Electronic Notice"). The following notices, requests, demands and other communications hereunder shall be in electronic format, via the Internet or NJUNS (National Joint Use Notification System); or other mutually agreed to Joint-Use Notification System:

- a) Attachment Applications
- b) Notice of denial or approval of Attachment Applications
- c) Notice of pole transfers or other work on PSE Facilities
- d) Other notifications and communications as approved by PSE
- e) Termination of Attachment Notice

SECTION 26. VOLUNTARY EARLY TERMINATION

Either Party shall have the right to terminate this Agreement or any Attachment/s made pursuant hereto, for any reason and at any time, upon providing the non-terminating Party with one hundred and eighty (180) calendar days prior Written Notice. Where COE or PSE exercises such right, COE will remove the impacted Attachments and Equipment from PSE's Facilities at COE's expense, within six (6) months from the date of Termination as specified in the Notice of Termination. COE will return the poles utilized by COE to their original condition, with the exception of normal wear and tear.

SECTION 27. SURVIVAL

The obligations imposed on COE under Sections 6, 11, 15, 17, 20, 21, 22, 23, 24, 25, 28, 29, and 30, and paragraph 7.2, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 28. REGULATORY APPROVALS

This Agreement and any transfers of property pursuant to this Agreement are subject to the authority of regulatory agencies having jurisdiction over the Parties, or either of them, with respect thereto. Each Party shall promptly submit this Agreement to the regulatory agencies having such jurisdiction over such Party and shall take such additional action as may reasonably be required to promptly obtain any required approvals or other action by such agencies.

SECTION 29. MISCELLANEOUS

- 29.1** The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to Attachments.
- 29.2** This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both Parties.
- 29.3** Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
- 29.4** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29.5** The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 30. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

City of Ellensburg / Accepted and Agreed:
COE

PSE /Accepted and Agreed:
Puget Sound Energy, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:
501 N. Anderson St.
Ellensburg, WA 98926
Attn: Telecom Utility

Address:
BOT020
Bellevue, WA 98009
Attn: Pole Services

APPENDICES

- I** Certificate of Insurance, referenced in § 18 of the Agreement
- II** Pole Attachment Application, referenced at § 2.3 of the Agreement
- III** Annual Rental Fee, referenced at § 6.1 of the Agreement
- IV** Fees for Transferring Communication Equipment, referenced at § 5.4 of the Agreement
- V** PSE Pole Attachment Specifications

Appendix I

INSURANCE REQUIREMENTS

Attach Certificate of Insurance listing Mandatory Requirements

Appendix II

APPLICATION FOR ATTACHMENT

Application or
Job Number

Date

TO: Puget Sound Energy

Licensee:

Name:

Address:

Email/Phone #:

Please grant permission to occupy your poles in accordance with the conditions set forth in Pole Attachment Agreement, dated _____

- ☐ Application for rental on _____ distribution poles
☐ Application for rental on _____ transmission poles

DESCRIPTION OF WORK:

Overlashing

New Cable

- | | |
|--------------------------|---|
| ☐ | PSE Universal maps attached with requested poles highlighted. |
| ☐ | Licensee's work sketch showing PSE grid numbers is attached. |
| ☐ | Appendix A Attached |
| ☐ | Fiber Specs Attached |
| ☐ | Photos Attached (Optional up to 10 poles) |

POWER SUPPLIES _____ Will be installed. Pole list is attached and power supply specifications are included.

Failure to supply requested information may delay acceptance of the application.

- | | |
|--------------------------|---|
| ☐ | Application or notification accepted. |
| ☐ | Billing of new contacts to be effective _____ |

LICENSOR PUGET SOUND ENERGY
BY _____

PSE Joint Use Coordinator

Date _____

Appendix III

ANNUAL RENTAL FEE Computation of Annual Rate for Poles Owned by PSE

A.	Net Cost of Bare Pole Calculation	PV
	1. Gross Distribution Plant	
	2. Gross Pole Investment (Acct. 364)	
	3. Distribution Plant Accumulated Depreciation	
	4. Depreciation Reserve (Poles)	
	5. Gross Plant Investment (Electric)	
	6. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	7. Accumulated Deferred Taxes (Accts. 190, 281-3) (Poles)	
	8. Net Pole Investment	
	9. Appurtenances Factor	0.85
	10. Net Pole Investment Allocable to Attachments	
	11. Total Number of Poles	
	Net Cost of a Bare Pole	
B.	Carrying Charge Calculation	CC
	1. Total General and Administrative	
	2. Gross Plant Investment (Electric)	
	3. Depreciation Reserve (Electric)	
	4. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	Administrative Carrying Charge	
	5. Account 593 (Maintenance of Overhead Lines)	
	6. Investment in Accts. 364, 365 & 369	
	7. Depreciation (Poles) related to Accts. 364, 365 & 369	
	8. Accumulate Deferred Income Taxes for 364, 365 & 369	
	Maintenance Carrying Charge	
	9. Gross Pole Investment (Acct. 364)	
	10. Net Pole Investment	
	11. Depreciation Rate for Gross Pole Investment	
	Depreciation Carrying Charge	
	12. Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)	
	13. Gross Plant Investment (Total Plant)	
	14. Depreciation Reserve (Total Plant)	
	15. Accumulated Deferred Taxes (Total Plant) (190, 281-3)	
	Taxes Carrying Charge	
	16. Rate of Return	
	Return Carrying Charge	
	Total Carrying Charge	
C.	Space Factor Calculation	PR
	1. Occupied Space	1
	2. Usable Space	13.5
	3. Space Factor	
D.	Annual Pole Attachment Rental Rate Calculation	
	1. Net Cost of a Bare Pole	(PV)
	2. Total Carrying Charges	(CC)
	3. Space Factor	(PR)
	Pole Attachment Rental Rate	(PR*CC*PR)

Appendix IV

FEES FOR TRANSFERRING COMMUNICATIONS EQUIPMENT

FIRST TRIP COSTS – Fees for performing transfer work while PSE is in the process of doing its own work.

Crossarms, all types	\$ 145.00
Anchor strand or overhead guy	145.00
Sidewalk anchor guy and pipe	155.00
Drop wire (no splicing)	145.00
Service Conduit	195.00
Messenger and cable bolted to pole or cable arm (no splicing)	150.00
Messenger dead-end	165.00
Cable riser (including pipe and molding – no splicing)	195.00
Cable terminal (no splicing)	155.00

RETURN TRIP COSTS - Cost of performing transfer work when PSE must return to the job site.
The following amounts include travel time.

Crossarms, all types	\$ 235.00
Anchor strand or overhead guy	235.00
Sidewalk anchor guy and pipe	265.00
Drop wire (no splicing)	250.00
Service Conduit	385.00
Messenger and cable bolted to pole or cable arm (no splicing)	235.00
Messenger dead-end	295.00
Cable riser (including pipe and molding – no splicing)	385.00
Cable terminal (no splicing)	265.00

TOPPING FEE \$125.00

Appendix V

POLE ATTACHMENT SPECIFICATIONS

Attached

Scope

This standard describes the requirements for vertical clearance of overhead conductors above ground, roadways, rail, and water.

Design Practice

Clearances for conductors that PSE owns and/or operates shall meet the requirements of WAC 468-34-290 and NESC 232.

Clearances shall be calculated with the conductor temperature and loading conditions that produce the maximum final sag.

See Standard 6450.3000 for information on conductor design temperature and design tensions.

See Standard 6550.6200 for information on how to measure conductor sag.

Joint Use Construction

In joint use construction, the lowest communication conductor shall be considered. Its required clearance, plus the required spacing between the communication and power conductors may force the power conductors to have more than the minimum amount of clearance.

New Construction

If the terrain will be altered under the power line that effect the grade (such as filling, repaving a street, installing sidewalks, or adding landscaping) the clearances required by this standard shall be increased so when the terrain is at final grade, the minimum clearances are met.

Clearance Requirements

Table 1 lists the requirements for most situations that will be encountered. In rare cases, the NESC may allow reduced clearances. If the conductor is at an elevation above 3000 feet and it operates at 115 kV or more, additional clearance is required.

Table 1

Clearance requirements (all measurements are in feet)

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Interstate highways, state highways, and bridges on those highways (crossing).	24.0 *	24.0	24.0	4 and 15 kV = 30 34.5 kV = 32	34.0	34.0	34.0	34.0
Interstate highways, state highways, and bridges on those highways (longitudinal).	20.0	24.0	24.0	4 and 15 kV = 27 34.5 kV = 32	32.0	32.0	32.0	32.0
Municipal roads, streets, parking lots, alleys, private driveways, horse trails and areas subject to truck traffic (including farmland, orchards, pastures, and forests).	15.5	16.0	16.5	18.5	18.9	19.1	20.1	22.4
Railroad tracks (except electrified railroads using overhead trolley conductors). †	23.5	24.0	24.5	26.5	26.9	27.1	28.1	30.4
Pedestrian ways where vehicles are prohibited by regulation or permanent obstructions and not reasonably expected to be used by vehicles.	9.5	12.0	12.5	14.5	14.9	15.1	16.1	18.4
Water areas not suitable for sailboating or where sailboating is prohibited.	14.0	14.5	15.0	17.0	17.4	17.6	18.6	20.9

* This value is 20' for communications cables on joint use structures.

† The railroad company may require greater clearance than shown here.

Continued on next page

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Water suitable for sailboating (including lakes, ponds, reservoirs, tidal waters, rivers, streams, and canals), that are less than 20 acres.	17.5	18.0	18.5	20.5	20.9	21.1	22.1	24.4
Water suitable for sailboating, but greater than 20 acres, but less than 200 acres.	25.5	26.0	26.5	28.5	28.9	29.1	30.1	32.4
Water suitable for sailboating, but greater than 200 acres, but less than 2000 acres.	31.5	32.0	32.5	34.5	34.9	35.1	36.1	38.4
Water suitable for sailboating, and greater than 2000 acres.	37.5	38.0	38.5	40.5	40.9	41.1	42.1	44.4
Boat ramps and rigging areas.	The clearance shall be 5 ft greater than that required for the water area being served by the boat ramp or rigging area.							

These values are from NESC Table 232-1, except for the state highway clearance that is from WAC 468-34-290.

References

The following Puget Sound Energy documents apply to this standard:

6450.3000 Overhead Distribution Line Design
6550.6200 Conductor Sag Measurement

Sources

IEEE C2-2012
NESC

Rule 232 Vertical clearances of wires, conductors, cables, and equipment above ground, roadway, rail, or water surfaces

WAC

468-34-290 Vertical clearance

Scope

This standard establishes the attachment, grounding, structural, and clearance requirements for communications cables and equipment attached to Puget Sound Energy-owned poles.

This standard does not address RF antenna equipment (see Standard 0700.8500).

In This Standard

This standard contains the following topics.

Topic	See Page
Definitions	1
Transmission Pole Loading	3
Cables	4
Guys and Anchors	4
Pole Drilling	6
Unused Facilities	6
Equipment Mounting	6
Risers	7
Underground Service Drops	9
Grounding Requirements	9
Clearance Requirements	10
Streetlight Clearances	15

Definitions

These are definitions of terms used in this standard. *Figure 1* illustrates these terms.

Term	Definition
Communication Worker Safety Zone	See Safety Space.
Communications Space	The space on a pole below the Communication Worker Safety Zone where communications lines are installed. The lower bound of the Communications Space is the lowest point on the pole where communications lines may be installed and maintain adequate pole-to-pole ground clearance.
Covered Streetlight Wire	Insulated streetlight conductor covered with protective molding.
Field Face Quadrant	The quarter section of a pole on the field side of the pole gain.

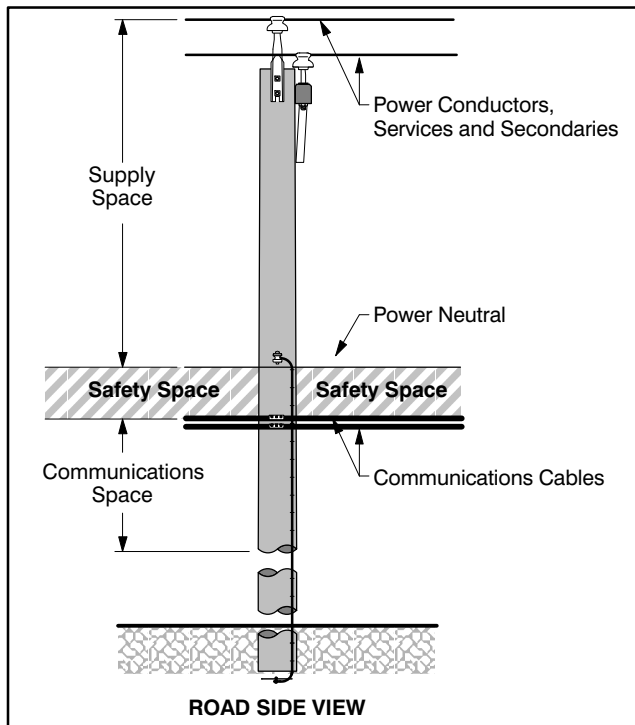
Continued on next page

Definitions, *continued*

Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than Puget Sound Energy that attaches to any Puget Sound Energy-owned facility.
Pole Face	The side or half of the pole that contains the pole gain.
Pole Gain	The notch in the pole that contains the pole manufacturing information. The pole gain is located 12 feet from the butt of the pole.
Road Face Quadrant	The quarter section of a pole on the road side of the pole gain.
Safety Space (or Communication Worker Safety Zone)	The vertical space on a pole below the supply space and above the communications space. This space is intended to provide a safe working clearance for workers in the communications space. It is defined in the NESC, Section 235C4. NOTE: The term “safety space” is used in this standard for purposes of clarity.
Supply Space	The space above the Communication Worker Safety Zone. Except for some streetlights, this is where electric supply equipment and electric supply lines (power lines) are installed. The Supply Space extends to the lower of: ▪ 120 inches down from a 115 or 230 kV transmission line conductor. ▪ 96 inches down from a 19.9/34.5 kV primary line conductor. ▪ 84 inches down from a 2.4/4.0 kV and 7.2/12.47 kV primary line conductor. ▪ The lowest attachment point of a secondary or neutral conductor.

Figure 1

Space Allocation on a Pole

**Approval Required**

Joint utilities must receive written approval from Puget Sound Energy before attaching to Puget Sound Energy-owned poles. This includes overlanding cable to existing bundles on a strand. Joint utilities must also have a signed Joint Use Agreement with PSE. Joint Users must also refer to their Joint Use Agreement for any additional specific requirements.

Codes

All equipment and hardware shall be mounted on the pole in a way that provides adequate climbing and working space. In all cases, clearances and separations as required in the NESC shall be met, both at the pole and midspan.

All poles where attachments are made shall have sufficient structural capacity to support the loadings for all facilities attached. Poles should be reviewed for NESC strength compliance where new or modified facilities are proposed that would increase loading on the pole.

Transmission Pole Loading

PSE will structurally review all proposed attachments to PSE transmission poles. Attachment to transmission poles without distribution underbuild may not be approved.

Cables

Joint utilities' cables shall:

- Attach to the same side of the pole as the power neutral conductor.
- Be installed on the road side of the pole if the power neutral conductor is on a primary crossarm.
- Be tensioned or guyed so the angle of existing structures is not altered and the sag characteristics of the power conductors do not change. All unbalanced tensions must be guyed.
- Meet all applicable NESC clearances at the time of installation or alteration.

When present, PSE-owned fiber shall take the uppermost position on the pole.

Guys and Anchors

The following requirements apply to joint utilities' guys and anchors:

- Each company is responsible for installing the appropriate guying to balance the maximum horizontal tension of its cables/messengers. This includes at deadends, angles, taps, and other such locations. Service drops do not require guying unless deemed prudent by the attaching company.
 - Guys shall be installed with anchors provided and installed by the communications company. Existing PSE anchors may be used only with permission from PSE on a per location basis. Such requests may only be granted if:
 - The communication guy attachment is insulated or grounded.
 - The anchor has sufficient strength. PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments shall not be exceeded. ***Installing auxiliary eyes is also not permitted (see Figure 2).***
 - New anchors must be a minimum of 5 feet from existing PSE anchors and the pole (see *Figure 3*).
 - Crossing down guys or fastening two span guys together for ground clearance is not permitted.
 - Pole-to-pole span guying may not utilize a pole as an anchoring device unless a down guy meeting the requirements of this section is installed.
 - Guy markers shall be installed on all communication down guys.
 - Guys must be grounded or insulated.
-

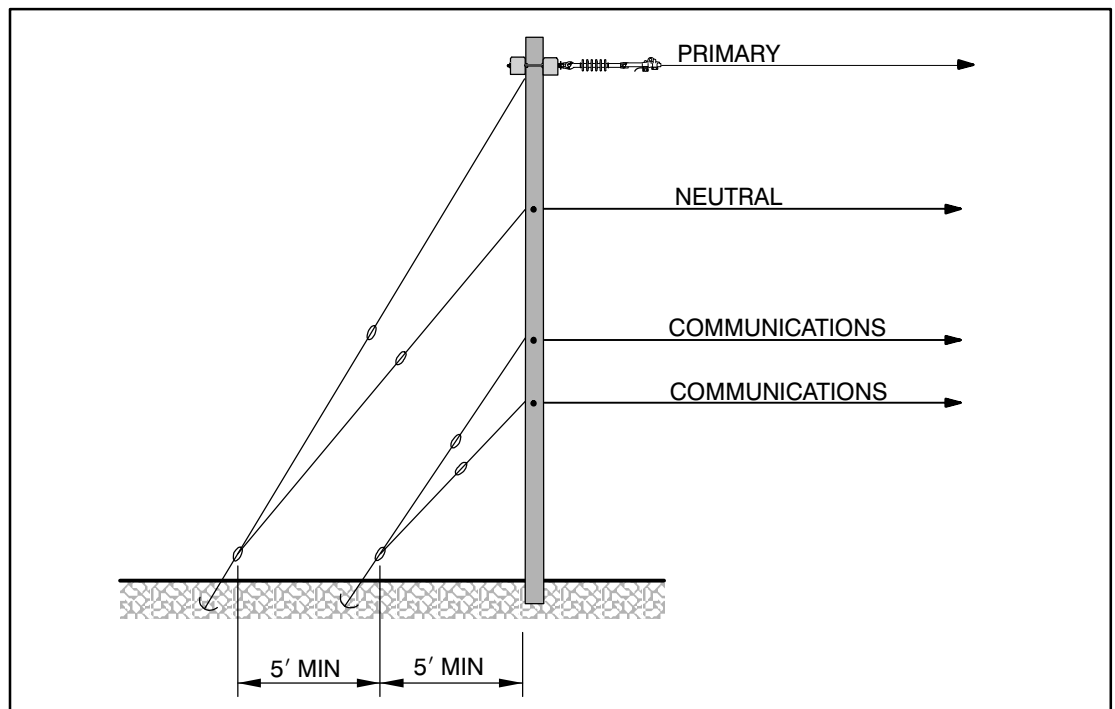
Figure 2

This type of installation is not permitted! PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments may not be exceeded.



Figure 3

Anchor Placement



Pole Drilling

Existing holes shall be used for equipment mounting whenever possible.

When new holes must be drilled in wood poles, they shall be treated with PSE's current approved wood preservative. Treatment shall be applied using a pressure-type oil can or a bottle brush. All communication attachments on PSE steel poles must be banded to the pole unless factory predrilled holes are available. Field drilling is not allowed on steel poles unless approved by PSE on a per case basis.

Refer to PSE Standard 6450.7500 for field treatment requirements for wood poles.

Unused Facilities

Unused communication facilities that are not required for normal service, redundancy, or emergency use shall be removed.

Equipment Mounting

Joint utility-owned communications enclosures mounted more than 8 feet abovegrade on PSE-owned poles shall be no larger than 24 inches wide x 24 inches high x 18 inches deep (24" W x 24" H x 18" D). The joint utility shall provide and install all materials necessary to support a communications enclosure a minimum of **5 inches** from the face of the pole. If the enclosure is to be energized, then the joint utility shall also provide enough supply wire coiled at the weatherhead to reach the transformer secondary connections.

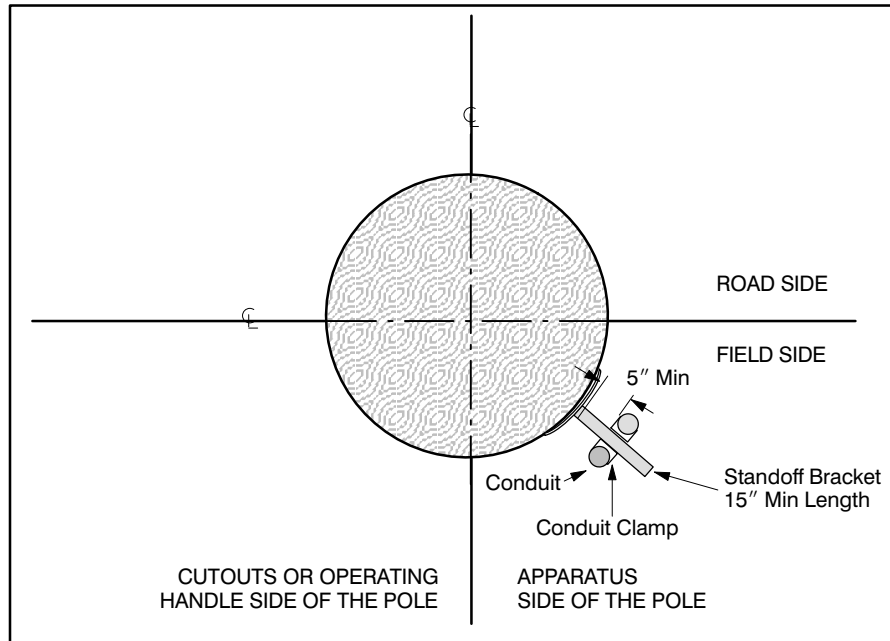
Communications enclosures shall be mounted directly above the pole gain. If this is not possible, they shall be mounted on the road face quadrant of the pole.

NOTE: A city or state electrical inspection is required before PSE connects communications power supply wires to power conductors.

Figure 4 illustrates the attachment requirements for risers and enclosures.

Figure 4

Attachment Requirements for Risers and Enclosures



Risers

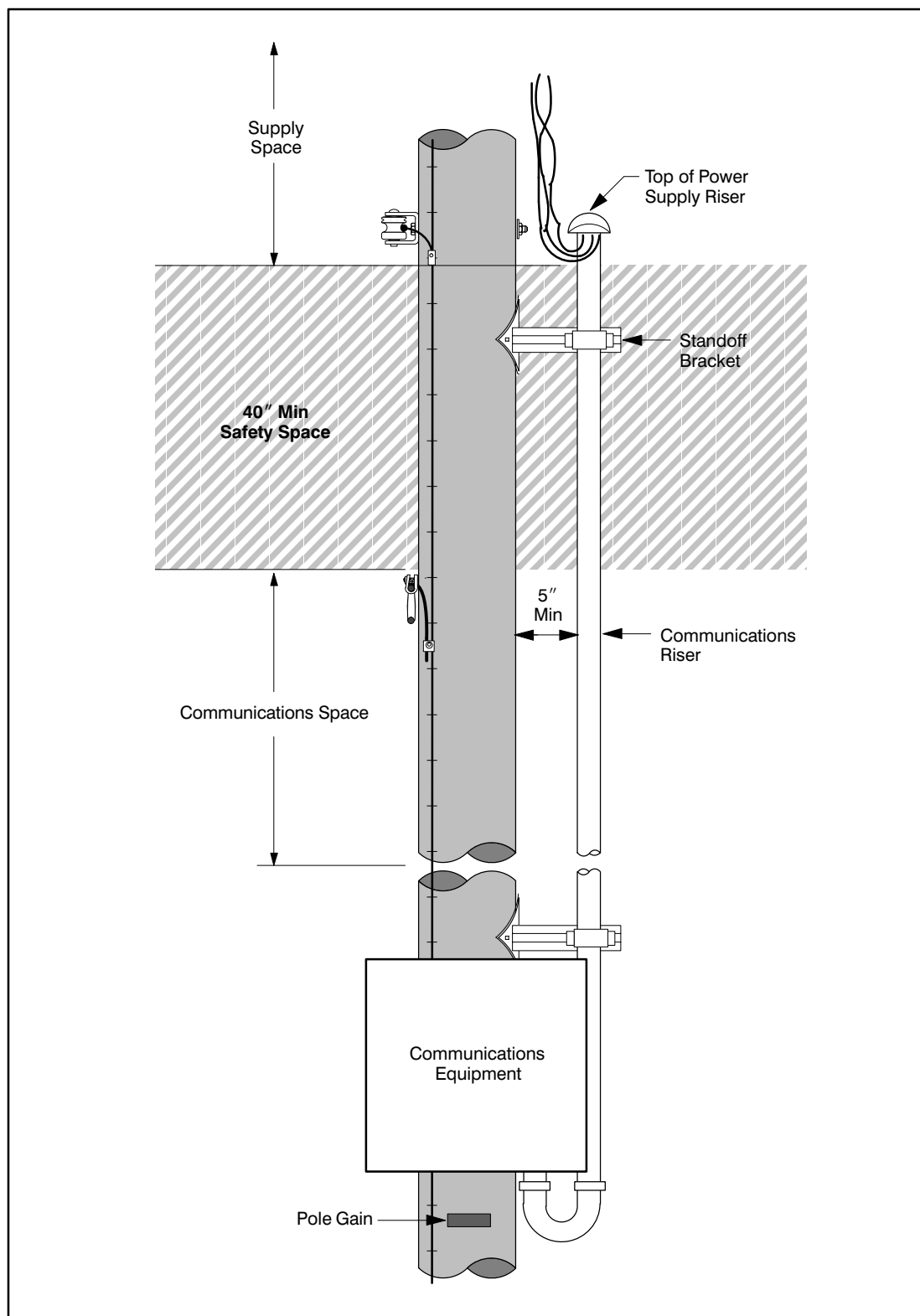
Communications risers shall be mounted:

- Where they will not interfere with climbing space or the operation of pole-mounted equipment. The best position is on the field face side of the pole (see *Figure 4*); the exact location will depend on the position of obstructions and the direction of the cable or conduit run.
- On standoff brackets and provide a minimum **5-inch** clearance from the pole. Existing standoff brackets shall be used when available. If new brackets are needed, the communications company shall provide and install them.
- High enough on the pole to ensure the 40-inch safety space requirement is maintained between the bottom of the drip loop and the top of the communications space (see *Figure 5*). The bottom of the drip loop shall be no lower than the lowest piece of pole hardware in the supply space.

Risers, *Continued*

Figure 5

Attachment Requirements for Communications Risers



Underground Service Drops

Communications drops less than 1/2-inch in diameter may be attached directly to a pole under the following circumstances:

- They shall be securely attached, in accordance with NESC 239D, from the ground to the communications level, using staples or other means to ensure that the cables cannot be pulled away from the pole and become a tripping or snagging hazard to the public or anyone climbing the pole.
- To minimize climbing hazards, they shall only run vertically; they shall not wrap around the pole.
- All vertical runs shall be installed on the same quadrant of the pole. If there are existing conduit risers on the pole, the vertical runs shall be placed within the same quadrant as the existing riser(s).
- Any coils of spare cable will be attached to the pole no less than 8 feet abovegrade.
- Connection blocks will be mounted on the pole in the same quadrant as the drop and shall be no larger than 20 square inches.

Grounding Requirements

Metallic Messenger Bonding

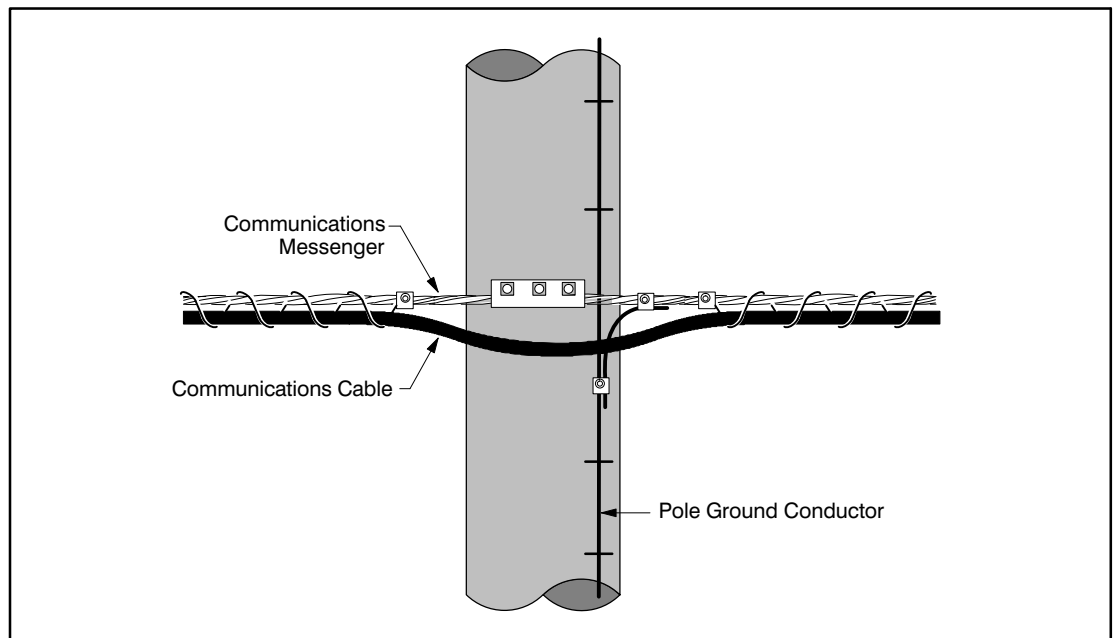
Communications metallic or conductive messengers may be bonded to the pole ground conductor, in accordance with NESC 97G, by the attaching company.

NOTE: Nonmetallic/nonconductive self-supporting messengers (i.e., Kevlar-type) do not require bonding.

Figure 6 illustrates how to construct the grounding.

Figure 6

Grounding Communications Messengers at Supports



Clearance Requirements

Transmission Clearances

PSE does not allow attachments to transmission poles above 100 kV unless the pole has distribution underbuild. For applications to transmission poles with existing distribution underbuild, PSE personnel will determine whether the attachment will be allowed and, if so, provide clearance requirements.

Distribution Clearances (up to and including 34.5 kV)

It is the responsibility of the joint utility to determine which clearance listed below applies, based upon the type of supply equipment or construction on the pole.

NOTE: All clearances are measured vertically.

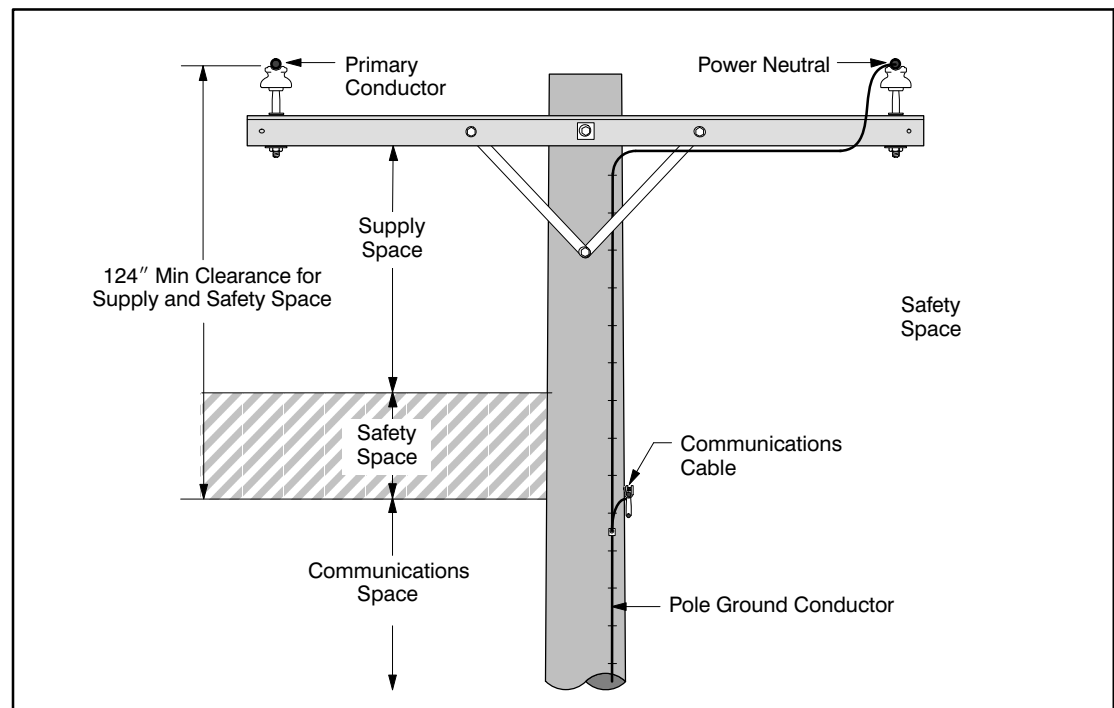
Clearance at Supports

The minimum clearance at supports between power company equipment and the top of the communications space depends upon the type of construction and equipment on the pole.

If . . .	And . . .	Then . . .
All primary conductors are mounted on a crossarm at the same level (either single or double arm construction),	There is no additional power equipment mounted below the primary arm,	124-inch (10'-4") minimum clearance is required (<i>Figure 7</i> illustrates this clearance). NOTE: This clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communications space. This distance encompasses the supply and safety space and provides room for future installation of supply equipment and/or service conductor.

Figure 7

Clearance Between Power Conductors and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Supply Equipment

If any of the following supply equipment is mounted on the pole, a minimum clearance of 40 or 30 inches is required, depending upon whether the supply equipment is ungrounded or grounded.

This clearance is measured from the **bottom of the lowest piece** of supply equipment to the top of the communications space.

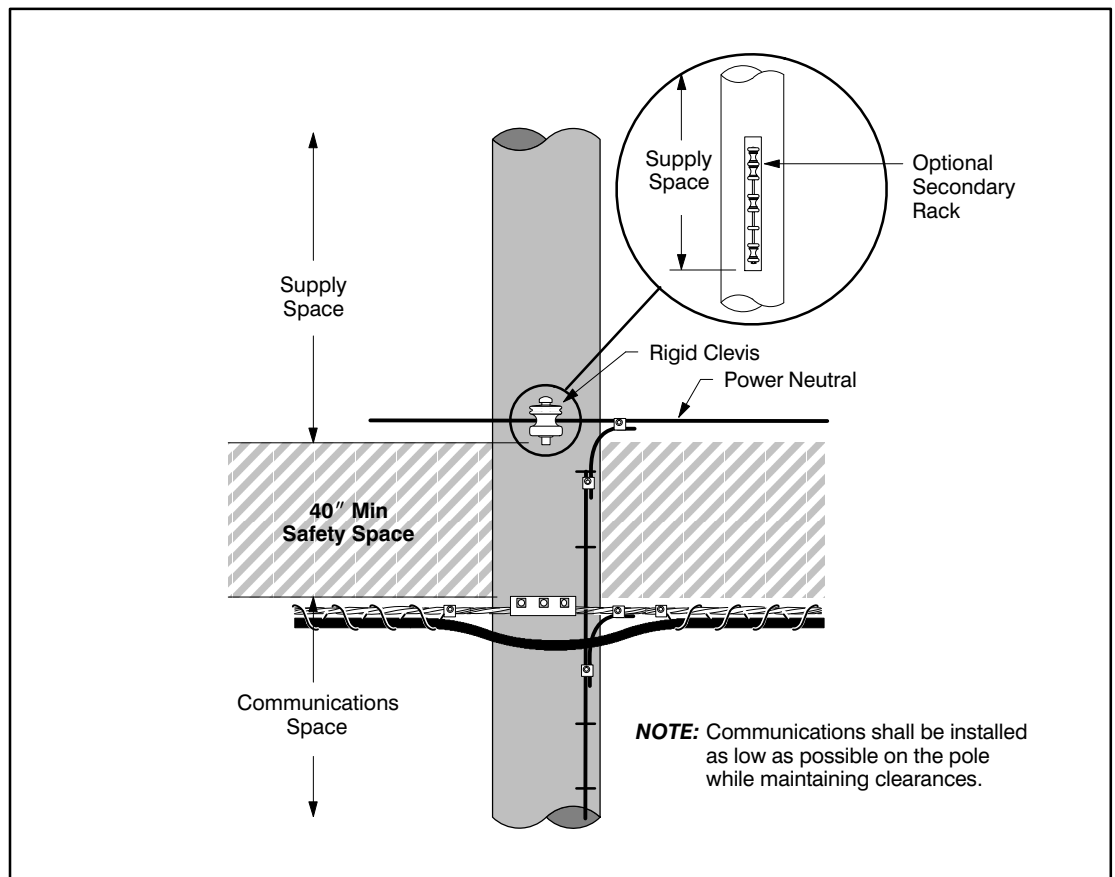
Ungrounded Equipment

Ungrounded equipment has a 40-inch clearance.

Equipment	See Illustration
Rigid clevis	Figure 8
Secondary rack	Figure 8
Exposed supply wire This does not apply to streetlight supply wire drip loops.	Figure 9 and Figure 10
Secondary crossarm brace	None

Figure 8

Clearance Between Ungrounded Supply Equipment and Communications Space



Clearance Requirements, *continued*

Figure 9

Clearance Between Supply Conductor Drip Loop and Communications Space

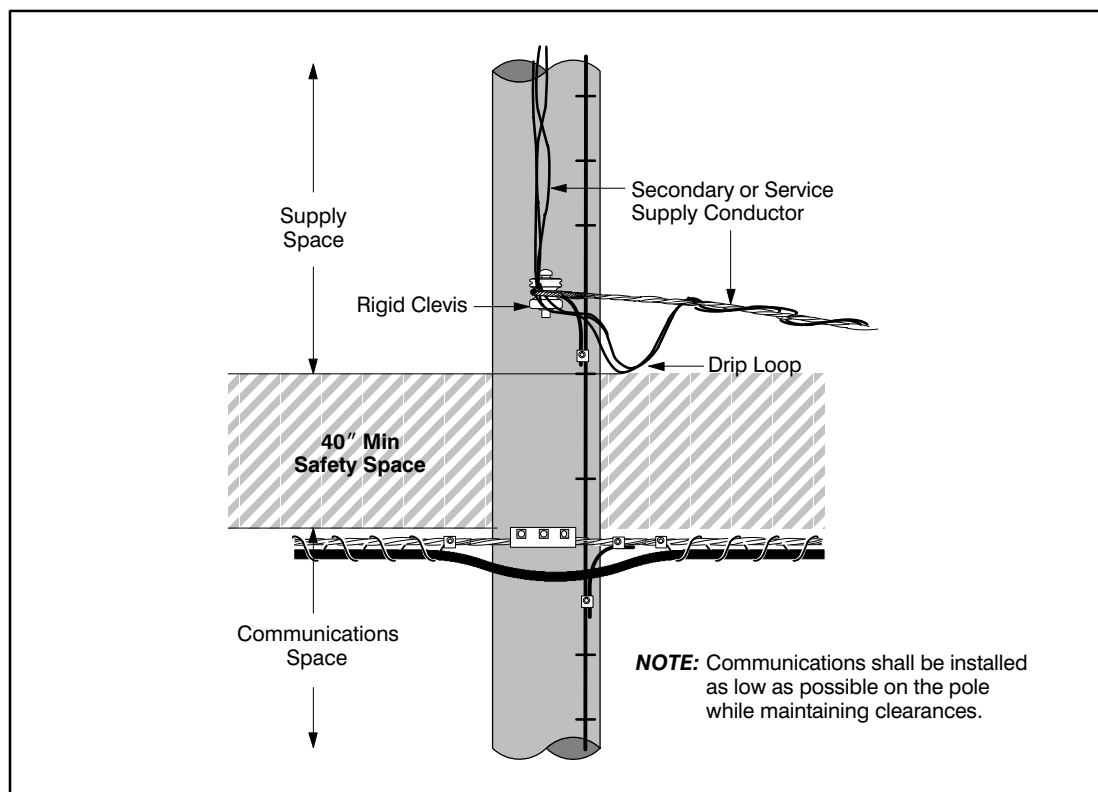
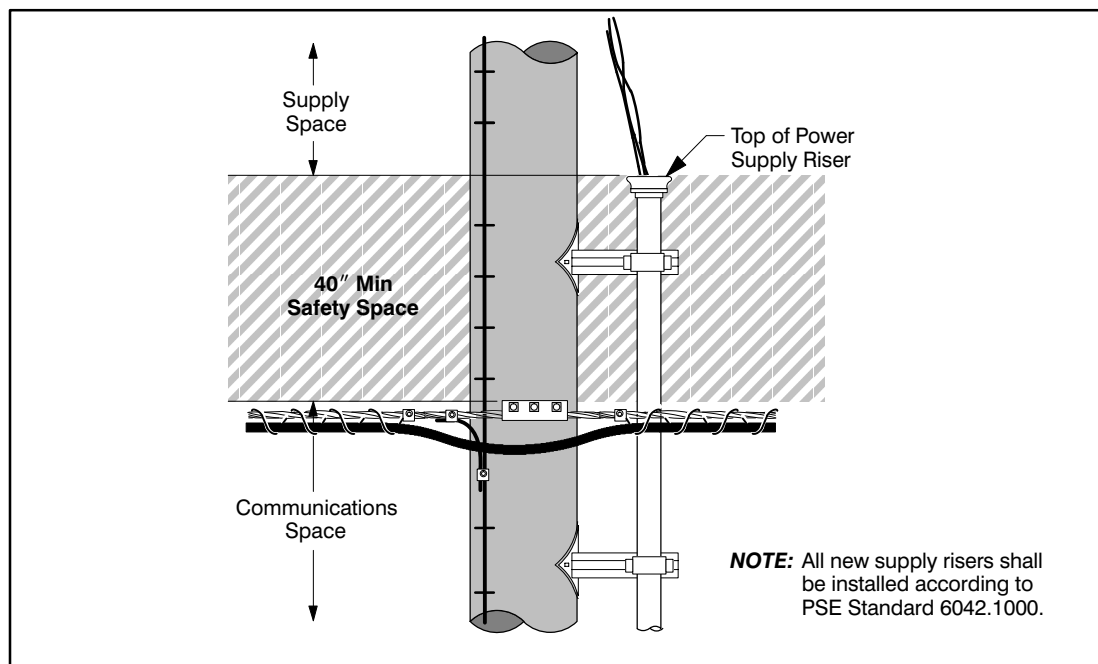


Figure 10

Clearance Between Top of Power Riser and Communications Space

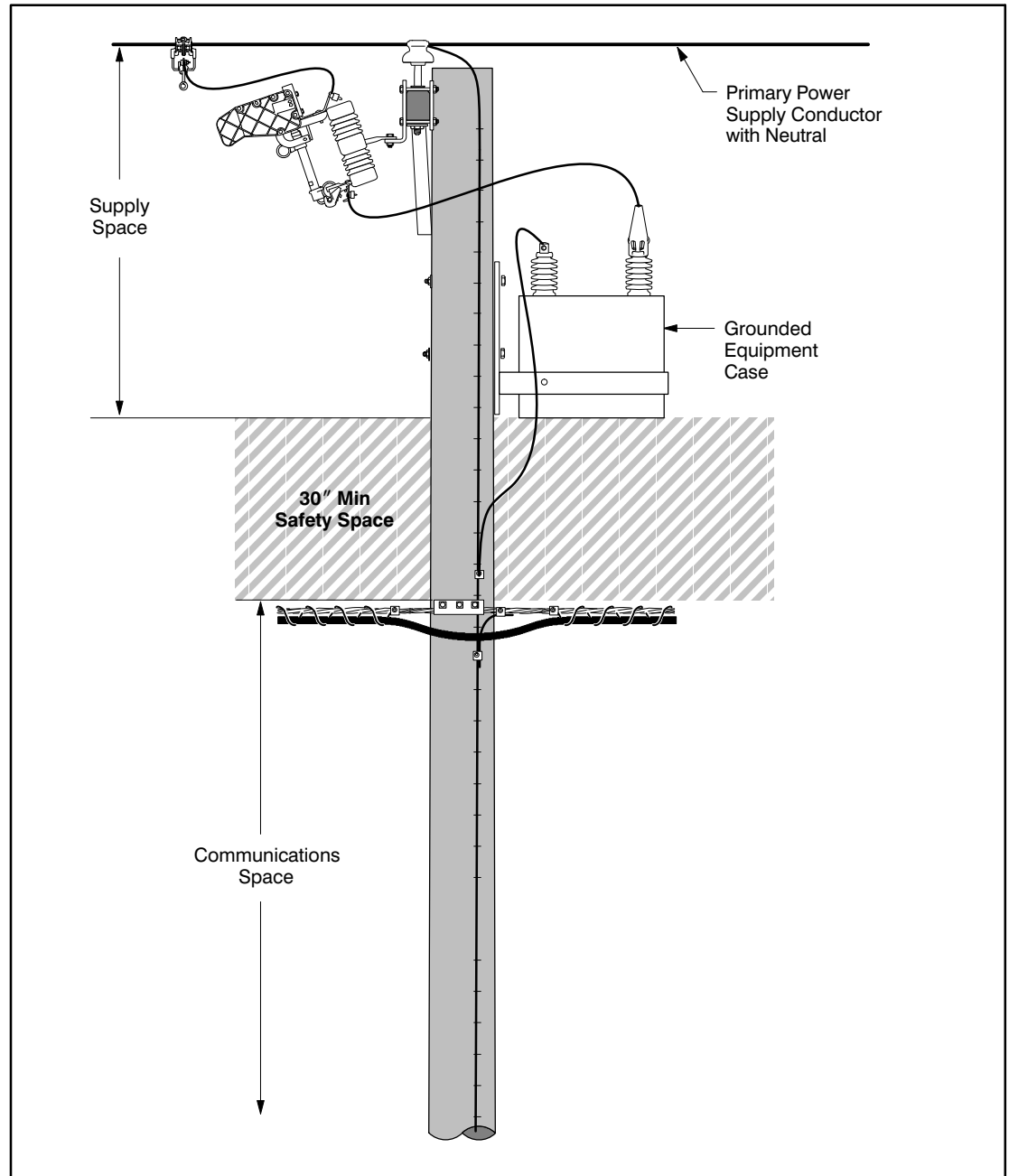


Grounded Equipment

Grounded equipment has a 30-inch clearance. *Figure 11* illustrates a typical (in this case a capacitor bank) equipment installations.

Figure 11

Clearance Between Grounded Supply Equipment and Communications Space



Clearance Requirements, *continued*

Midspan Clearance The minimum vertical clearance at any point in the span between power conductors and communications cables is **63, 40, or 30 inches**, depending upon the power line voltage. There are no horizontal clearance dimensions that can alleviate vertical clearance requirements between power conductors and communications cables jointly attached to PSE poles.

These midspan clearances must be met with the upper conductor (PSE) and the lower conductor (communications) at their final unloaded sag in the same ambient conditions and with the power conductor at its maximum design operating temperature (75°C for phase, 50°C for neutral, and 75°C for secondary).

NOTE: Meeting the midspan clearance requirements may require increasing the clearance distance at the supports (poles) beyond the minimum values.

Equipment	Voltage	Clearance
Primary supply conductors <i>Figure 12</i>	750 V to 34.5 kV	A 63-inch clearance is required.
Power neutral or triplex <i>Figure 13</i>	0-750 V	A 30-inch clearance is required
Open wire secondary	0-750 V	A 40-inch clearance is required

Figure 12

Midspan Clearance Between Primary Supply Conductors and Communications Cables

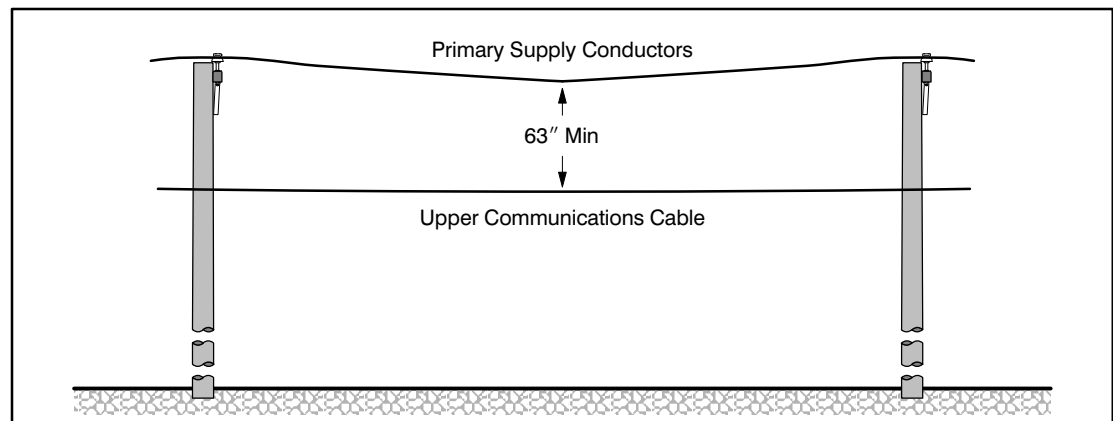
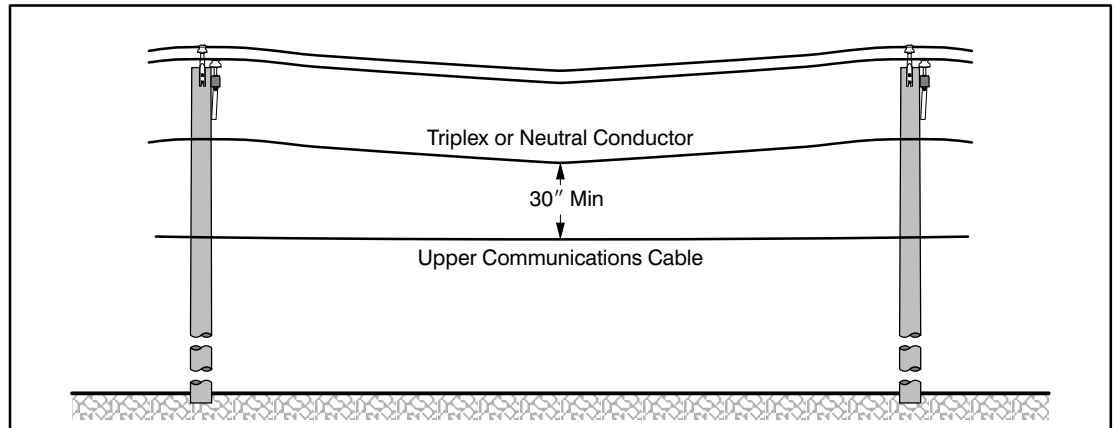


Figure 13

Midspan Clearance Between Secondary or Neutral Conductors and Communications Cables



Streetlight Clearances

Special clearances exist between streetlights and communications cables because:

- They may be installed anywhere on the pole, assuming all clearance requirements are met.
- Vertical runs of streetlight supply wire may or may not be covered with protective molding.

All clearances apply 360° around the entire pole.

Cables Installed Below Streetlights

When communication cables are installed below a streetlight on a pole, **all** of the following minimum clearance requirements shall be met:

Between the bottom of . . .	This clearance is required
Drip loop of the streetlight supply wire and the top of the communications space.	12 inches *
Supply space and the top of the communications space.	40 inches

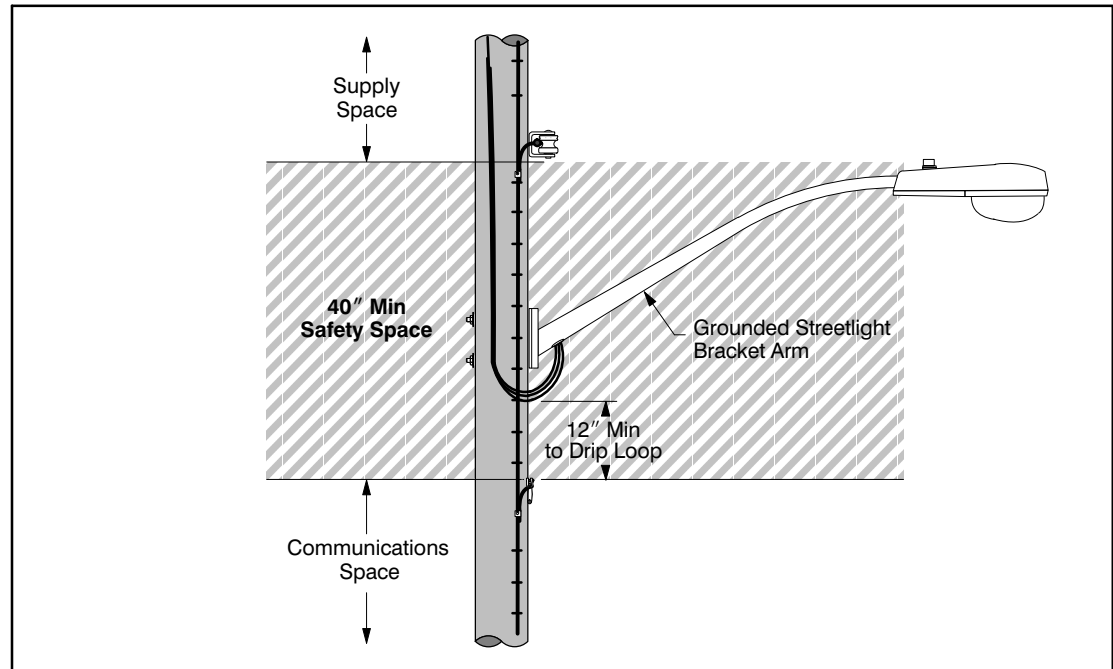
* This may be reduced to 3 inches if the loop is covered by a suitable nonmetallic covering that extends at least 2 inches beyond the loop.

Figure 14 illustrates these clearance requirements.

Streetlight Clearances, *Continued*

Figure 14

Clearances for Communications Cables Installed Below Streetlights



Streetlights Installed Beneath Communication Conductors

Proper streetlight mounting heights may require that the bracket be installed beneath the communication conductors.

When this is the case, ***all*** of the following minimum clearance requirements shall be met:

Between . . .	This clearance is required
Top of the streetlight bracket and the bottom of the communications space.	20 inches
Bottom of the streetlight supply wire molding (where wire is exposed at drip loop) and the bottom of the communications space.	40 inches
Top of the streetlight supply wire molding (where wire is exposed) and the top of the communications space.	40 inches

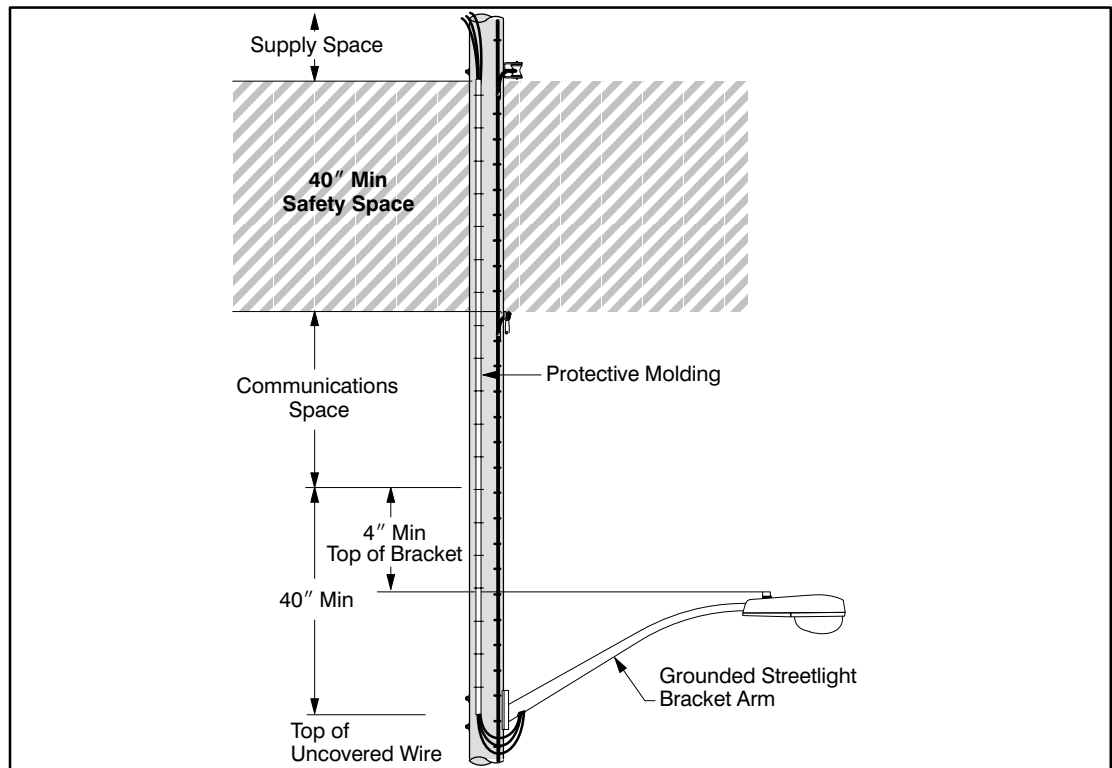
Figure 15 illustrates these clearance requirements.

⚠ CAUTION!

Communications cables shall not be installed above streetlights if the vertical run of streetlight supply wire is not covered with protective molding.

Figure 15

Clearances for Communications Cables Installed Above Streetlights



References

The following Puget Sound Energy documents relate to this standard:

0700.8500	RF Antenna Equipment on Power Poles
6042.1000	Conduit Riser
6450.3900	Wood Pole Information
6450.7500	Field Drilling, Roofing, and Treating Wood Poles and Crossarms

Sources

ANSI	O5.1	Wood Poles: Specifications and Dimensions
IEEE C2-2012 NESC	Rule 97G	Bonding of communication systems to electric supply systems
	Rule 235	Clearance for wires, conductors, or cables carried on the same supporting structure
	Rule 235C4	Communication worker safety zone
	Rule 238	Vertical clearance between certain communications and supply facilities located on the same structure
	Rule 239D	Guarding and protection near ground

List of Changes for 0700.8000

Date	Description of Revisions
04/26/19	▪ Added "Communication Worker Safety Zone" to the definitions.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Purchase of New Loader Mounted Snow Blower for the Street Division

Submitted by: Hunter Slyfield Public Works & Utilities

Recommended Action or Motion: Approve purchase of the Larue loader mounted snow blower from SWS Equipment in the amount of \$177,877.17 and approve the necessary budget adjustments.

Background/Summary: The loader mounted snow blower that is currently utilized in the Street Division for snow removal was purchased in 1998. This snow blower has exceeded its expected useful life and needs replacement. Staff requested a quote from SWS Equipment, the authorized J.A. Larue dealer who currently holds the Sourcewell National Purchasing Contract #062222-JAL. The City of Ellensburg is a member of both the Washington State Purchasing Cooperative and the Sourcewell Purchasing Group and may purchase off any contract they provide.

Previous Council Action: The City Council authorized purchase of the loader mounted snowblower for use in the Street Division through the adoption of the 2023-2024 biennial budget.

Analysis: The snow blower was quoted at \$177,877.17 which includes the Sourcewell Contract #062222-JAL discount and Washington State sales tax. Delivery of the snow blower is not expected until September of 2023.

Financial Impact: The City budgeted \$146,000 in the 2023 Shop Capital Outlay budget for the purchase of a loader mounted snow blower. The increased quoted cost will require a supplemental budget adjustment of \$32,000. Sufficient fund balance exists in the Shop Replacement Fund.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Award Bid Call 2023-02 Pole Testing and Treatment Contract to Pacific Pole Inspection LLC

Submitted by: Dan Davis Public Works & Utilities

Recommended Action or Motion: Staff recommends City Council award Bid Call 2023-02 Pole Testing and Treatment Contract to Pacific Pole Inspection LLC, the lowest responsive and responsible bidder, for the bid price of \$220,837.90, including tax; and declare the bid from Osmose Utilities Services Inc. to be non-responsive.

Background/Summary: The Public Works and Utilities Light Division has approximately 1,900 wood utility poles included in the City's electrical utility system. These wood utility poles serve both the primary and secondary electrical distribution system.

Proper maintenance of wood utility poles, which includes inspection and application of remedial treatments, helps add years of safe, reliable service to the City's utility poles, thereby reducing unnecessary or premature replacement costs.

The City Light Division routinely inspects and treats the City's wood utility poles on an average 10-year interval. The previous utility pole testing and treatment contract spanned three years from 2009-2010. Bid 2023-02 is a two-year contract. The primary utility pole testing and treatment work will be completed in 2023 but the contract will remain open in 2024 to allow for additional work as needed.

The bid was advertised and placed on the City website and staff received (3) three bids. Bidders included Osmose Utilities Services Inc., Pacific Pole Inspection LLC, and Alamon Inc. Staff and the City Attorney determined the bid from Osmose Utilities Services Inc. to be non-responsive and was not considered.

Staff will update the UAC at their next upcoming meeting.

Previous Council Action: None

Analysis: Bids are listed below and were evaluated in the order of low to high. The following is a summary of the bids (including sales tax) for each bidder:

Representative & Extended Cost (incl. tax):

Osmose Utilities Services Inc.	\$212,363.73
Pacific Pole Inspection LLC	\$220,837.90
Alamon Inc.	\$250,909.14

The bid submitted by Pacific Pole Inspection LLC is below the Engineers Estimate of \$251,544.71, by approximately 14%.

Financial Impact: Funds are available within the 2023 Light Division budget for pole testing and treatment.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Amendment 1 to the Professional Services Agreement Between the Ellensburg Downtown Association (EDA) and the City of Ellensburg

Submitted by: Heidi Behrends Cerniwey City Manager Department

Recommended Action or Motion: Authorize the City Manager to execute Amendment 1 to the Professional Services Agreement between the Ellensburg Downtown Association (EDA) and the City of Ellensburg and approve the related budget adjustments.

Background/Summary: The City of Ellensburg has funded activities to support the Ellensburg Downtown Association (EDA) through a professional services agreement. The EDA is a nonprofit corporation, established to promote downtown business, property development, and community engagement through a comprehensive process that includes outreach, promotion, design, and economic development of the downtown core.

Previous Council Action: The 2022-2023 Professional Services Agreement was approved by Council on February 7, 2022.

Analysis: The 2022-2023 Professional Services Agreement established annual payments to the EDA in the amount of Sixty Thousand Dollars (\$60,000.00) for the base agreement and Twelve Thousand, Two Hundred Dollars (\$12,200.00) for the cleaning and planter maintenance (planting and watering) services agreement. During the 2022 season, the EDA had difficulty providing dependable and affordable watering services for the planters and requested that the City take on this responsibility.

Amendment 1 removes the \$12,200 compensation for planter cleaning and maintenance for FY2023. Beginning in 2023, planter maintenance activities will be shared between the City and EDA as follows: The EDA will meet with City staff in March each year to establish the plant and supply request list. City staff will order and purchase plants and supplies for the designated Downtown planting day. EDA staff and volunteers

will plant, fertilize, weed, and conduct cleaning and minor repairs to the containers as needed. The City will take on the seasonal watering responsibility for the planters.

Amendment 1 also incorporates the FY2023 Work Plan and Budget into the Agreement, which will be added to the project prior to the meeting.

Financial Impact:

Although Amendment 1 will reduce the funding for the EDA Agreement by \$12,200 annually, the City will increase seasonal labor cost due to the additional watering services by Parks staff. The additional seasonal labor costs equate to 0.14 FTE at the Temporary Park Maintenance Tech classification. The City will bear the cost of purchasing plants and supplies for the seasonal planters, estimated to be \$4,000 annually. Budget adjustments would be necessary but would result in no net impact to the budgeted General Fund expenditures or ending fund balance.

Attachments:

[City EDA 2022-2023 Service Agreement](#)

[EDA 2022-2023 Service Agreement Amendment 1](#)

[Exhibit A - 2023 Committee Work Plans](#)

[Exhibit B - Budget Overview 2023 - FY2023 P&L Classes](#)

Professional Services Agreement

Between the Ellensburg Downtown Association

And

The City of Ellensburg

An agreement by which the **Ellensburg Downtown Association**, a 501c3 nonprofit Washington State corporation (hereafter known as the “EDA”), agrees to provide professional services to the **City of Ellensburg** (hereafter known as the “City”), for the stated consideration and in accordance with the terms and conditions provided herein, and establishing the rights and responsibilities of the parties.

WHEREAS, the EDA is a private, nonprofit corporation, established to promote downtown business, property development, and community engagement through a comprehensive process that includes outreach, promotion, design, and economic development of the downtown core, and

WHEREAS, the City desires to promote and sustain the economic development of the downtown businesses for the benefit of the City’s residents, and

WHEREAS, the City has a need for additional assistance in the planning and implementation of downtown revitalization and improvement, and

WHEREAS, the City desires to provide for the protection of the health, safety, and general welfare of the City’s residents and visitors:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services: The EDA will, in conformance with the attached FY2022 Work Plan (Exhibit A), and FY2022 Budget (Exhibit B):

- A. Continue to maintain an active organization that supports the growth, development, and vitality of downtown businesses, owners, and properties within the downtown focus area.
- B. Actively participate in business retention and recruitment for downtown Ellensburg.
- C. Work with property owners and business owners on opportunities and education regarding the rehabilitation and restoration of buildings within the downtown area.
- D. Continue to work with the City to improve overall beautification of the downtown area, oversee the revitalization plan of Pine Street, and contract for cleaning, maintenance, and seasonal planting and lighting of the downtown, including removal of snowflakes by February 28, 2022.
- E. Work with various community partner organizations, the City’s Boards and Commissions, and other groups to promote the City and Downtown area and expand inclusion in and through various events. (Exhibit C)

F. Provide a quarterly written report summarizing outcomes from the annual Work Plan (Exhibit A) and events (Exhibit B).

2. Payment. In consideration of the services to be performed for the City as set forth in the Section 1 above, the City shall pay the EDA the amount of Sixty Thousand Dollars (\$60,000.00) for the base agreement and Twelve Thousand, Two Hundred Dollars (\$12,200.00) for the cleaning and planter maintenance services agreement in quarterly installments for each year of the agreement.

3. Term. This agreement shall become effective January 1, 2022, and terminate on December 31, 2023, unless terminated sooner as provided in Section 10.

4. Insurance. The EDA shall procure and maintain for the duration of this agreement, liability insurance against claims for injuries to persons or damage to property arising from or in connection with the services to be performed under this agreement, and the EDA shall upon the City's request, provide proof of such insurance to the City Clerk. Such insurance shall provide liability limits of no less than \$1 million per occurrence, and name the City as an additional insured.

5. Indemnification. The EDA shall indemnify, defend and hold harmless the City of Ellensburg, and its officers, agents, employees, and volunteers from and against any and all claims, actions, suits at law or equity, liability, loss, cost, expenses or damages of any nature or kind whatsoever (including but not limited to reasonable attorney's fees and litigation costs), brought against the City of Ellensburg, its officers, agents, employees, and/or volunteers arising out of, or in connection with, or incident to, the execution of this agreement and/or the performance or failure to perform any aspect of this agreement; provided however, that nothing herein shall require the EDA to hold harmless or defend the City of Ellensburg, its officers, agents, employees, or volunteers from any claims arising from the sole negligence of the City of Ellensburg, its officers, agents, employees, or volunteers.

6. Maintaining Records. The EDA agrees to maintain books, records and documents using accounting procedures which accurately reflect all payments received and expenditures made related to the performance of services under this agreement. The EDA's fiscal management system shall include the capability to provide accurate and complete disclosure of all such payments and expenditures and, upon reasonable notice the City, may examine the EDA's records to verify the accuracy of the same.

7. No Joint Venture. No agent, employee or representative of the EDA shall be deemed to be an agent, employee or representative of the City. In its performance of services hereunder, the EDA is an independent contractor with the authority to control and direct the performance of the details of the services.

8. Assignment. This agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

9. Future Support. The City makes no 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.

10. Termination. This agreement shall remain in full force and effect unless earlier termination is desired by either party to the contract. Termination shall be effective sixty (60) days following written notice sent by either party as follows:

For the City:

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

For the EDA:

Brenda DeVore
Executive Director
119 W. 5th Ave., Ste. 102
Ellensburg WA 98926

Upon termination, the City shall pay the EDA any amounts owing according to the payment schedule set forth in Section 2 on a prorata basis through the termination date.

11. Compliance with Laws. The EDA, in its performance of this agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

12. Entire Agreement. This agreement is the complete expression of the terms herein and any oral representation(s) or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

DATED this 9 day of February, 2022

CITY OF ELLENSBURG



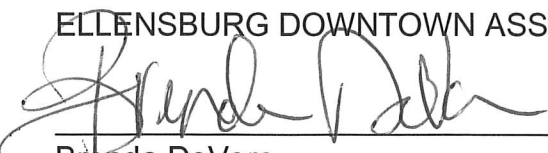
Heidi Behrends Cerniwey
City Manager

Approved as to form:



City Attorney

ELLENSBURG DOWNTOWN ASSOCIATION



Brenda DeVore
Executive Director



2022 Committee Work Plan

Design Committee

Downtown Planters

- Repair of corroded metal bottoms in Downtown Planters
- Permanent watering contract solution

Downtown & Roofline Lighting

- Pine Street Rehabilitation Lighting Donations addressed
 - Fitterer's, Yakima Federal, Hotel Windrow, Debra Clerf /Donated \$1000ea
 - Work with Senske Lighting on quadrant installation

Snowflake Lighting

- Permanent solution for install, removal and storage

Historic Preservation Awareness & Education (May)

- Partake in Historic Preservation Month
 - Work with Landmarks & Design Commission

Annual Downtown Cleanup with City and CLCE (on-going)

- Add a second downtown clean up in the fall
 - Establish partners & clean up needs
 - Volunteers needed along with a succession plan on leadership

Organization Committee

Volunteer Relations

- Semi Annual Volunteer Open House
 - Transplants getting connected
 - Bringing all committee volunteers together
- EDA Specific Volunteers
 - Board member recruitment to committees
 - Present volunteer opportunities to businesses

Ellensburg Downtown Association
119 W 5th Ave, Suite 102, Ellensburg, WA, 98926
Director@EllensburgDowntown.org | (509) 962-6246



- CWU Athletics partnership
- Creating Welcome packet for new businesses & new homeowners
 - Work with relator groups to distribute a Downtown Welcome Packet
- Review volunteer documents and refine procedure for welcoming new volunteers
 - Volunteer handbook
 - Committee information sheet
 - Update contacts for current volunteers

EDA Promotion

- Create spaces for people to learn about the EDA
 - Mixers/Happy Hour
 - Promoting the next event at current event (connect EDA to our events)
 - CWU outreach for sharing events & recruiting volunteers
- Combination of Print & Digital presence
 - Update downtown map
 - Convert print to an online interactive map
 - Replenish print maps as well
 - Update website
 - Using QR features such as maps
 - New board roster
 - More accountability of what we're up to!

Collaborating with Downtown Building Owners

- Compile contact information with owners, LLC's, & direct contact info

Work with the City

- Code changes
- City projects (Unity Park specifically)

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Promotions Committee

Reevaluate Business Support Systems

- Survey Business for Input
 - Following up with businesses on how to move past Covid
 - What supports do they need from us now?
 - Partner with design, outreach/organization, and EV

Evaluate Yearly Annual Events

- Keeping Events:
 - Girls Night Out (Spring & Holiday)
 - Hoedown In The Downtown
 - Buskers In The Burg
 - Hometown Holidays
 - Shop Local
 - Town Hall (quarterly)
 - Deck the Halls
 - Volunteer Appreciation & Annual Meeting
 - Dachshunds on Parade – Dogs & Beer
 - Spring & Fall Clean-Up
 - Night Market
 - Downtown Trick or Treat and Driving Tour
- Possible Additions:
 - Service Orientated Events
 - Historic Pub Crawl (4x per year)
 - Guys Night (Poker Run)
 - Shop Local (2nd round)
 - Comedy Nights

Networking and relationship building

- Work to enhance relationship between CWU students and downtown life
 - More Tabling on campus
 - Student Coupon Book

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- Establishing communication pathway to students

Community Engagement

- Adding EDA branding to events (banner, flyers, merch, volunteer lists)

Measure Success & Gathering Metrics

- Be supportive to the EDA's 2022 strategic planning process, including surveys and collecting comments from downtown businesses, stakeholders, and EDA supporters

Economic Vitality Committee FY 22 Strategic Work Plan

I. Establish Business Incubator Tool Kit: Micro to Main Street

- Welcome Packet & New Business Resources (New Businesses)
- Develop B2B Mentorship Program
- Establish B2B Roundtable/Merchant Gathering (Qtrly)
- Update Online Resources for Businesses (EDA website)
- Revise/Revamp "NxtLevel" Courses that work for the current marketplace to include:
 - Coaching
 - Marketing
 - Business Development
 - Operations
 - Ala Cart options
- Merchant Surveys (in person and online)

II. Develop and Grow Business Funding Pipelines

- Grant Funding Program (External Support)
 - Public Funding Sources: Gov't Agencies/
 - Private Funding Sources: Banks/Corporations/Foundations/Organizations
 - Existing Businesses within Downtown Core
 - New Potential Businesses Opportunities
- Establish and Secure Funding for:
 - Capacity Building (EDA/Internal)

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III.

Build Micro Business Assistance

- The Ellensburg Night Market/Pop-Up Shop Fairs
- Expand and Develop EDA & CWU School of Business MOU to include:
 - Business-to-Business Student Mentorship
 - Participate/Assist in CWU School of Business Programs, Workshops, and Curriculum
- Identify and Promote Non-Store Front Businesses (goal to help them grow)

IV. Establish a Vacant Storefront Program

- Identify Storefronts and Develop Strong Relationships with Owners
- Work with Owners on Acceptable Lease Options
- Develop Property Tour Program
- Establish Business Recruitment to Downtown

Ellensburg Downtown Association 2022 BUDGET

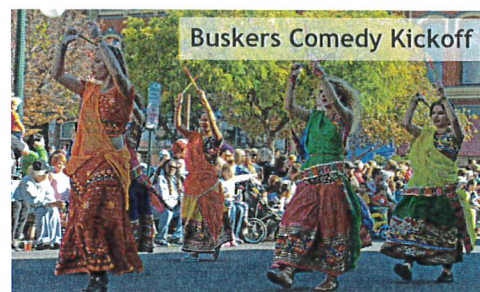
	Outreach	Promotion	Design	Economic Vitality	Admin/ Overhead	TOTAL
	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Ordinary Income/Expense						
Income						
4000 · Rev from Direct Contributions						
4010 · Partnerships & Other Donations	20,000.00	0.00	0.00	0.00	0.00	20,000.00
4030 · Main Street Tax Credit Contrib	150,000.00	0.00	0.00	0.00	0.00	150,000.00
4075 · Uncollectible Pledges	0.00	0.00	0.00	0.00	0.00	0.00
Total 4000 · Rev from Direct Contributions	170,000.00	0.00	0.00	0.00	0.00	170,000.00
5000 · Revenue from Governmnt Agencies						
5040 · City Contracts	50,000.00	2,500.00	36,600.00	0.00	0.00	89,100.00
5050 · County Project Funding	0.00	0.00	50,000.00	0.00	0.00	50,000.00
Total 5000 · Revenue from Governmnt Agencies	50,000.00	2,500.00	86,600.00	0.00	0.00	139,100.00
5100 · Rev from Program-Related Activ						
5150 · Sponsorships	0.00	10,500.00	2,000.00	4,500.00	0.00	17,000.00
5180 · Program Service Fees	0.00	6,000.00	0.00	0.00	0.00	6,000.00
Total 5100 · Rev from Program-Related Activ	0.00	16,500.00	2,000.00	14,500.00	0.00	33,000.00
5400 · Revenue from Other Sources						
5401 Cultural Arts Plan Revenue	38,400.00	0.00	0.00	0.00	0.00	38,400.00
5490 · Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total 5400 · Revenue from Other Sources	38,400.00	0.00	0.00	0.00	0.00	38,400.00
Total Income	258,400.00	19,000.00	88,600.00	14,500.00	0.00	380,500.00
Gross Profit	258,400.00	19,000.00	88,600.00	14,500.00	0.00	380,500.00

**Ellensburg Downtown Association
2022 BUDGET**

	Outreach	Promotion	Design	Economic Vitality	Admin/ Overhead	TOTAL
	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Expense						
7000 · Grant & Contracts Exp						
7001 · Cultural Strategic Arts Plan	38,400.00	0.00	0.00	0.00	0.00	38,400.00
7010 · City Contracts	0.00	0.00	36,200.00	0.00	0.00	36,200.00
Total 7000 · Grant & Contracts Exp	38,400.00	0.00	36,200.00	0.00	0.00	74,600.00
7200 · Salary and Employee Benefits						
7210 · Directors Salary	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	65,000.00
7220 · Asst Director, PR Coord, Other	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	40,000.00
7240 · Employee Benefit (not pension)	0.00	0.00	0.00	0.00	7,020.00	7,020.00
7250 · Payroll Taxes - Employer	1,606.50	1,606.50	1,606.50	1,606.50	1,606.50	8,032.50
Total 7200 · Salary and Employee Benefits	22,606.50	22,606.50	22,606.50	22,606.50	29,626.50	120,052.50
7500 · Contract Service Expenses						
7530 · Accounting and Legal Fees	0.00	0.00	0.00	0.00	7,500.00	7,500.00
7540 · Credit Card and Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00
Total 7500 · Contract Service Expenses	0.00	0.00	0.00	0.00	7,500.00	7,500.00
8100 · Nonpersonnel Expenses						
8110 · Supplies	0.00	3,300.00	23,000.00	3,100.00	2,000.00	31,400.00
8120 · Event Activities	0.00	13,500.00	15,000.00	250.00	0.00	28,750.00
8130 · Telecommunications	0.00	0.00	0.00	0.00	2,000.00	2,000.00
8140 · Postage, shipping, delivery	0.00	0.00	0.00	0.00	50.00	50.00
8160 · Equipment and Software	15,200.00	0.00	0.00	0.00	3,000.00	18,200.00
8170 · Printing & copying	250.00	1,750.00	0.00	0.00	500.00	2,500.00
8180 · Books, subscriptions, reference	0.00	0.00	0.00	0.00	500.00	500.00
Total 8100 · Nonpersonnel Expenses	15,450.00	18,550.00	38,000.00	3,350.00	8,050.00	83,400.00
8200 · Facility and Equipment						
Repairs & Maintenance	0.00	0.00	20,000.00	0.00	0.00	20,000.00
8210 · Rent	0.00	0.00	0.00	4,800.00	15,000.00	19,800.00
Total 8200 · Facility and Equipment	0.00	0.00	20,000.00	4,800.00	15,000.00	39,800.00

**Ellensburg Downtown Association
2022 BUDGET**

	Outreach	Promotion	Design	Economic Vitality	Admin/ Overhead	TOTAL
	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
8300 · Travel and Meetings Expenses						
8330 · Other Meetings, Volunteer Devel	3,000.00	0.00	0.00	0.00	500.00	3,500.00
8320 · Staff Development	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Total 8300 · Travel and Meetings Expenses	3,000.00	0.00	0.00	0.00	2,000.00	5,000.00
8500 · Other Expenses						
8520 · Insurance - D&O, General Liab	0.00	0.00	0.00	0.00	5,000.00	5,000.00
8530 · Memberships, Subscript, License	0.00	0.00	0.00	0.00	1,000.00	1,000.00
8570 · Advertising	3,000.00	2,050.00	5,000.00	1,200.00	0.00	11,250.00
Total 8500 · Other Expenses	3,000.00	2,050.00	5,000.00	1,200.00	6,000.00	17,250.00
Total Expense	82,456.50	43,206.50	121,806.50	31,956.50	68,176.50	347,602.50
Net Ordinary Income	175,943.50	-24,206.50	-33,206.50	-17,456.50	-68,176.50	32,897.50
Other Income/Expense						
Other Income						
5425 · Dividend Income - Edward Jones	0.00	0.00	0.00	0.00	500.00	500.00
9000 · Short term investment income	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Total Other Income	0.00	0.00	0.00	0.00	3,500.00	3,500.00
Net Other Income	0.00	0.00	0.00	0.00	3,500.00	3,500.00
Net Income	175,943.50	-24,206.50	-33,206.50	-17,456.50	-64,676.50	36,397.50



2022 Calendar of Events

MONTH	DATE	DAY	EVENTS
February	9th	Wednesday	Merchant Gathering
	24th	Thursday	Volunteer Fair and Annual Awards Meeting
April	23rd	Saturday	Downtown Spring Clean Up
	28th	Thursday	Spring Girl's Night Out
May	11th	Wednesday	Merchant Gathering
August	10th	Wednesday	Merchant Gathering
	31st	Wednesday	Hoedown in Downton
September	23rd	Friday	Buskers Comedy Kickoff
	24th	Saturday	Buskers in the Burg
October	22nd	Saturday	Downtown Fall Clean Up
	31st	Monday	Downtown Trick or Treat
November	9th	Wednesday	Merchant Gathering
	25th	Friday	Moments to Remember
December	8th	Thursday	Holiday Girl's Night Out
TBD	TBD	TBD	Dachshunds on Parade

Website: www.ellensburgdowntown.org Facebook/Instagram: @ellensburgdowntown
 119 W. 5th Ave. #102 Ellensburg, WA Office: 509-962-6246 Email: programs@ellensburgdowntown.org

The Ellensburg Downtown Association's mission is to empower and preserve community by amplifying our economy and creating a sense of place for all.

AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE ELLENSBURG DOWNTOWN ASSOCIATION AND THE CITY OF ELLENSBURG

This AMENDMENT 1 to the Professional Services Agreement effective February 9, 2022 ("Agreement") is made and entered into effective the ____ day of April, 2023 between the Ellensburg Downtown Association (hereinafter referred to as the "EDA"), and the City of Ellensburg (hereinafter referred to as the "City"), a Washington Municipal Corporation, for the stated consideration and in accordance with the terms and conditions provided herein, and establishing the rights and responsibilities of the parties.

RECITALS

WHEREAS, the EDA is a private, nonprofit corporation, established to promote downtown business, property development, and community engagement through a comprehensive process that includes outreach, promotion, design, and economic development of the downtown core; and

WHEREAS, the City desires to promote and sustain the economic development of the downtown businesses for the benefit of the City's residents; and

WHEREAS, on February 9, 2022, the Parties entered into a Professional Services Agreement for assistance in the planning and implementation of downtown revitalization and improvement and to promote and sustain the economic development of the downtown businesses for the benefit of the City's residents; and

WHEREAS, the Agreement established annual payment to the EDA in the amount of Sixty Thousand Dollars (\$60,000.00) for the base agreement and Twelve Thousand, Two Hundred Dollars (\$12,200.00) for the cleaning and planter maintenance services agreement in quarterly installments for each year of the agreement, but the Parties agree that such compensation for planter cleaning and maintenance for FY2023 is no longer appropriate; and

WHEREAS, the EDA has requested to remove the seasonal planter watering services from their annual scope of work and the City will provide those services;

WHEREAS, the two-year Agreement included only FY2022 Work Plan (Exhibit A) and FY2022 Budget (Exhibit B), and the City desires to incorporate the FY2023 Work Plan and Budget into the Agreement;

NOW, THEREFORE, it is agreed as follows:

AMENDMENT 1

- A. **Services.** The EDA will act in conformance with the FY2023 Work Plan (Exhibit A) and FY2023 Budget (Exhibit B), both which are attached hereto and incorporated herein:

- a. Continue to maintain an active organization that supports the growth, development, and vitality of downtown businesses, owners, and properties within the downtown focus area.
 - b. Actively participate in business retention and recruitment for downtown Ellensburg.
 - c. Work with property owners and business owners on opportunities and education regarding the rehabilitation and restoration of buildings within the downtown area.
 - d. Continue to work with the City to improve overall beautification of the downtown area, oversee the revitalization plan of Pine Street, and contract for cleaning, maintenance, and lighting of the downtown, including removal of snowflakes by February 28 each year of the agreement.
 - e. Work with various community partner organizations, the City's Boards and Commissions, and other groups to promote the City and Downtown area and expand inclusion in and through various events.
 - f. Provide a quarterly written reports summarizing outcomes from the annual work plan and events.
- B. **Payment.** In consideration of the services to be performed for the City as set forth in the Section 1 above, the City shall pay the EDA the amount of Sixty Thousand Dollars (\$60,000.00) for the FY2023 base agreement.
- C. **Planter Maintenance.** By March 15th of each year, staff from the EDA and City will meet to discuss and review the flower order for the downtown planters. The City will purchase plants for downtown beautification project and will provide watering service for the planters throughout the season. EDA staff and volunteers will be responsible for planting the flowers, removing the flowers at the end of the season, and performing maintenance on the planters which include cleaning and minor repairs. No additional payment will be made for cleaning and planter maintenance services.

DATED this _____ day of _____, 2023

CITY OF ELLENSBURG

Heidi Behrends Cerniwey
City Manager

Approved as to form:

City Attorney

ELLENSBURG DOWNTOWN ASSOCIATION

Brenda DeVore
Executive Director



2023 Ellensburg Downtown Association Committee Work Plans

Outreach Committee

Outreach involves communication strategies to create excitement and vibrancy downtown. Develop marketing strategies and activities to promote the EDA including fundraising, community relations, volunteer recruitment, leadership development and recognition.

2023 Work Plan

- Build and develop community-wide volunteer fairs bi-annually to recruit and bring awareness for the need for volunteers throughout our community. (March/September)
- Create and host annual awards and community update meeting.
- Continue to develop all onboarding, training, recruitment, and operational processes and documentation for the organization.
- Create strategic content for marketing and furthering the goals of the Ellensburg Downtown Association.

2023 Outreach Committee Chair: Morgan Stonefield, Patricia Place Properties

Website: www.ellensburgdowntown.org Facebook/Instagram: @ellensburgdowntown
109 E 3rd Ave Suite 1 Ellensburg, WA Office: 509-962-6246 Email: director@ellensburgdowntown.org



2023 Ellensburg Downtown Association Committee Work Plans

Promotions Committee

Promotions creates excitement and vibrancy in your downtown by developing marketing strategies to entice shoppers, investors, and visitors. Identifying downtown assets—including people, buildings, spaces and heritage.

2023 Work Plan

- Monthly business promotion: Committee creates content for a featured business in our e-news & social media. Grow to a couple per month as committee grows.
- Annual Survey To Businesses
- EDA Promotions Committee Produced Event: Make Music Day
- EDA Promotions Committee Produced Event: Hoedown In The Downtown
- EDA: Buskers In The Burg
- EDA Promotions Committee Produced Event: Trick Or Treat Harvest Fest
- EDA Promotions Committee Produced Event: Holiday Girls Night Out
- Promote Events Produced By Other EDA Committees: Hometown Holidays, Shop Local, Volunteer Appreciation & Annual Meeting, Spring & Fall Clean-Up, Night Market
- Promote Other Non-EDA Events: Buskers In The Burg, Dachshunds On Parade, Pride Month, and Pub Crawl
- Networking and relationship building: Participate in volunteer fairs.

2023 Promotions Committee Chair: Nicole Klauss, The City of Ellensburg

Website: www.ellensburgdowntown.org Facebook/Instagram: @ellensburgdowntown
109 E 3rd Ave Suite 1 Ellensburg, WA Office: 509-962-6246 Email: director@ellensburgdowntown.org



2023 Ellensburg Downtown Association Committee Work Plans

Design Committee

Design enhances the image of the business district providing expertise to encourage quality improvements to private properties and public spaces including clean-up, landscaping, street furniture, signage, visual merchandising and lighting.

2023 Work Plan

- Mural Restoration Project
- Snowflake Relamping, Installation and take down
- Downtown Planter Beautification
- Ellensburg "City" Mural Project
- Informational Kiosks (1)
- Spring & Fall clean up
- Downtown inventory
- Nodes Beautification(1)
- Enhancing/Expanding Moments to Remember tree
- Committee Recruitment

2023 Design Committee Chair: Felicia Easton, Boogie Man Music

Website: www.ellensburgdowntown.org Facebook/Instagram: @ellensburgdowntown

109 E 3rd Ave Suite 1 Ellensburg, WA Office: 509-962-6246 Email: director@ellensburgdowntown.org



2023 Ellensburg Downtown Association Committee Work Plans

Economic Vitality Committee

Economic Vitality builds up local economy by strengthening existing businesses, recruiting new ones & creatively converting unused space for new uses. Develop financial incentives and capital for business improvement.

2023 Work Plan

- Business Tool Kit. Maintain & improve to include B&O Tax Program, add to Website, maintenance and quarterly review. Establish a business welcome process.
- Business Fund. Completion of Grant Tool Kit, Grow external Grant Funding, establish internal EDA funds for Business Grant and Maintain & improve the Business Fund to meet changing environment.
- Night Market. Continue to improve Night Markets. Develop a program to help the micro businesses improve their business, including engaging and retention of. Build customer support and establish a volunteer pool for the events.
- Vacant Store Front Program. Promotion of open spaces through Art. Host Downtown Possibilities Tour/event featuring vacant commercial and residential spaces with community partners.
- B&O Tax Credit Program. Subcommittee to collaborate with Outreach on finding new businesses to educate and add to our tax credit program.
- Bringing new business to Ellensburg strategy. Develop a strategy to bring new business to Ellensburg,
- Ongoing Committee Recruitment

2023 Design Committee Chairs: Brooke Robertson, Umpqua Bank | Steve Reid, downtown property owner

Website: www.ellensburgdowntown.org Facebook/Instagram: @ellensburgdowntown

109 E 3rd Ave Suite 1 Ellensburg, WA Office: 509-962-6246 Email: director@ellensburgdowntown.org

Exhibit A

Ellensburg Downtown Association

Budget Overview: 2023 Budget - FY23 P&L Classes

January - December 2023

	TOTAL
Income	
4000 Rev from Direct Contributions	143,000.00
5000 Revenue from Governmnt Agencies	62,500.00
5100 Rev from Program-Related Activ	48,550.00
5400 Revenue from Other Sources	10,000.00
Total Income	\$264,050.00
GROSS PROFIT	\$264,050.00
Expenses	
7000 Grant & Contracts Exp	26,700.00
7200 Salary and Employee Benefits	120,052.50
7500 Contract Service Expenses	7,500.00
8100 Nonpersonnel Expenses	44,050.00
8200 Facility and Equipment	17,000.00
8300 Travel and Meetings Expenses	2,500.00
8500 Other Expenses	14,975.00
Total Expenses	\$232,777.50
NET OPERATING INCOME	\$31,272.50
Other Income	\$3,500.00
NET OTHER INCOME	\$3,500.00
NET INCOME	\$34,772.50

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

3/20/23
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **3rd DAY OF APRIL 2023**. 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	161321	TO	161466	\$ 665,703.41
EFT #'s	6145	TO	6181	\$ 940,375.73

Payroll Fund				Total Amounts
Check #'s	95979	TO	95986	\$ 12,559.74
Direct Deposits	72321	TO	72549	\$ 429,762.64

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Board and Commission Appointments - Environmental Commission and Parks & Recreation Commission

Submitted by: Cynthia LaChappelle-Mathis City Manager Department

Recommended Action or Motion: Approve appointment for members of City Boards and Commissions as recommended by the Environmental Commission and Parks & Recreation Commission

Background/Summary: There are two vacancies on the Environmental Commission with two applicants for appointment and there are two vacancies on the Parks & Recreation Commission with five applicants for appointment. The applications for appointment were forwarded to the staff members assigned to the Environmental Commission and the Parks & Recreation Commission to process for consideration of appointment.

Previous Council Action: N/A

Analysis: As directed by Council, the applicants requesting appointment have completed the preliminary process of attending a meeting and interviewing with a subcommittee of the Commission. Applications for appointment are attached to the agenda report. Two applications were received for the Environmental Commission, and Jess Black and Aaron Peterson are being recommended for appointment. Five applications were received for the Parks & Recreation Commission, and Frana Milan is being recommended for appointment.

Financial Impact: N/A

Attachments:

[Board and Commission Agenda Report Chart 4-3-2023](#)

[J Black Application](#)

[Environmental Commission Recommendation](#)

[A Peterson Application](#)

[Aaron Peterson Appointment Recommendation Memo](#)

[F Milan Application](#)

[Frana Milan Appointment Recommendation Memo](#)

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	3	7	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	4	2	6	5	6	5	6	2	4	7	7	3	3
Current Members Outside City Limits	1	2	0	0	4	0	0	1	2	1	0	0	2	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	1	1	1	0	2	2	0	3	2	0	0	2	0
APPLICANTS														
Jess Black						1st								
Aaron Peterson						1st								
Frana Milan										1st				

From: noreply@civicplus.com
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Monday, February 20, 2023 10:45:51 AM

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Environmental Commission

Have you attended a meeting for the board or commission you are applying to? Yes

Name of Applicant: Jess Black

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 6 months

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

Field not completed.

Occupation Status and Background:

I am a program, communications, and community coordinator that has worked primarily for non-profits. With a passion for the outdoors, I have dedicated time and energy to volunteer with organizations supporting the preservation and restoration of the environment, and organizations that encourage citizens to get involved in their communities to affect change. I have found that in order to identify a solution in which an individual/community buys into, understanding their motivations and tendencies are crucial, and an advocate for collaboration and engagement for long-term and more robust decision-making. In my personal life, I am dedicated to sustainability in a variety of ways and am an advocate for alternative transportation and energy-efficient methods for environmental conservation.

Organization Affiliations:

Volunteer with: KEEN (Kittitas Environmental Education Network), Kittitas County Pride, Ellensburg Bike Advisory Committee/Bike Month Planning

Why are you seeking appointment?

One of the main reasons my husband and I moved here last year was because of the beauty and vastness of the landscape in this area. The fact that we can regularly see deer, eagles, and a sky full of stars, is magical and not something that I take for granted - and I understand that these things are not givens but require effort and strategy to be preserved and stewarded. I surely don't have all the answers but I have a lot of passion for ensuring the environment of this area remains vibrant, healthy, and resilient for years to come - and especially amid a changing climate and its related impacts - and am enthusiastic to work with a commission of other engaged citizens to support the city's sustainability and environmental goals. I understand the commission is currently in a transition period as next steps emerge and are determined, and I look forward to supporting the committee's regrouping efforts and to contributing to maintaining and enhancing Ellensburg's uniquely livable and sustainable environment. Thank you for your consideration.

Will you be able to attend meetings regularly if appointed?

Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Field not completed.

Boards & Commissions

Boards & Commissions *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)



TO: City Council
FROM: Environmental Commission Committee
DATE: April 3, 2023 – Council Meeting Date
RE: Recommendation of Appointment

Jess Black submitted an Application for Appointment to the Environmental Commission on February 20, 2023. She attended the January 18, 2023 and March 15, 2023 Environmental Commission meetings.

The Environmental Commission interview panel consisting of Councilmember Adam Winn, Chairperson Christina Wollman, and Vice Chair Andrea Sledge, conducted the interview on March 15, 2023 after the regularly scheduled meeting.

The Environmental Commission currently has two vacancies. Based on the interview the subcommittee is recommending that the City Council appointment Jess Black to the vacant Environmental Commission position.

From: noreply@civicplus.com
To: [Cynthia LaChappelle-Mathis](#)
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Monday, March 13, 2023 8:37:43 PM

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Environmental Commission

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Aaron Peterson

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 7 months

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
---	-----------------------------

Occupation Status and Background:	Agricultural & Rural Energy Policy Specialist at WA Dept of Commerce. Former: conservation nonprofit executive director, retail sales at REI, salmon recovery managing director, renewable energy project developer, elected official, and hydrology and biological technician for US Forest Service.
-----------------------------------	---

Organization Affiliations:	I currently work for the state of WA at the Dept of Commerce in the Energy Division.
----------------------------	--

Why are you seeking appointment?	Experience with public boards, local government, nonprofits, project management, and private sector experience. I am interested in serving my community in a formal and positive way. Ellensburg is an engaged community, I'd like to be a part of it.
----------------------------------	--

Will you be able to attend meetings regularly if appointed?	Yes
---	-----

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Parks and Recreation Commission
----------------------	---------------------------------

Boards & Commissions	Planning Commission
----------------------	---------------------

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TO: City Council
FROM: Environmental Commission Committee
DATE: April 3, 2023 – Council Meeting Date
RE: Recommendation of Appointment

Aaron Peterson submitted an Application for Appointment to the Environmental Commission on March 13, 2023. He attended the March 15, 2023 Environmental Commission meetings.

The Environmental Commission interview panel consisting of Councilmember Adam Winn, Chairperson Christina Wollman, and Vice Chair Andrea Sledge, conducted the interview on March 23, 2023 after the regularly scheduled meeting.

The Environmental Commission currently has one vacancy. Based on the interview the subcommittee is recommending that the City Council appoint Aaron Peterson to the vacant Environmental Commission position.

From: noreply@civicplus.com C
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Wednesday, February 1, 2023 10:54:04 PM

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Frana Milan

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98826

Email Address

Phone Number

Length of Residency in Kittitas County 6 months

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

No

Occupation Status and Background:

As someone who worked in the field of parks and recreation for nearly 15 years, I am passionate about public land, placemaking, and the central role that parks and recreation play for healthy and vibrant communities.

I current work as a consultant, where I help public sector clients understand and interact with their communities through the design and implementation of equitable engagement and comprehensive communications efforts for land use, climate, parks and outdoor recreation, natural resources, and equity and social justice projects. I design and facilitate public processes and cultivate coalition building in a way that nurtures inclusion and empowers communities to action.

Prior to my current role, I was at King County Parks and before that, I worked in the environmental non-profit sector. I have a Master in Public Administration and a Master of Arts in International Studies from University of Washington and a Bachelor in Political Science and French.

<https://www.linkedin.com/in/franamilan/>

Organization Affiliations:

Currently, I am not serving on any boards or commissions.

In the past, I served on several boards, largely environmental and parks-related organizations. Most recently, I served as Secretary on the board of directors of the Associated Recreation Council, a non-profit organization that partners with Seattle Parks and Recreation to program the City's community centers.

Other organization where I've served on the board include EarthCorps and Groundswell NW.

Why are you seeking appointment?

As a new resident of Ellensburg, I am eager to understand how city government works and learn more about my new hometown. I am seeking appointment to the Parks and Recreation Commission because I am passionate about public land, placemaking, and the central role that parks and recreation play for healthy and vibrant communities. I believe that parks and recreation are essential services of local government and can be a catalyst for so much more - economic development, historic preservation, cultural appreciation, public health, mental well-being, and simply having fun.

I think this is an excellent opportunity for me to get involved with the community and to be a voice for my neighbors, helping connect them to their local government and shape important decisions that will affect their lives.

Will you be able to attend meetings regularly if appointed?

Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions

Environmental Commission

Boards & Commissions

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



DATE: March 20, 2023

TO: City Council

FROM: Parks & Recreation Commission

SUBJECT: Recommendation of Appointment

Frana Milan submitted an application for appointment to the Parks & Recreation Advisory Commission on February 1, 2023. Ms. Milan attended the March 15, 2023 Parks & Recreation Advisory Commission meeting.

The Parks & Recreation Advisory Commission subcommittee consisting of Councilmember Monica Miller, Parks & Recreation Commission Chair Ali Brown, and Brad Case, staff, interviewed Ms. Milan on March 2, 2023. Based on the interview and Frana's professional involvement in the parks and recreation field over the last 15 years, the Commission is recommending that the City Council appoint Frana Milan to the Parks & Recreation Advisory Commission in the position previously held by Laci Harrison.

The Parks & Recreation Commission still has one vacancy and one position up for reappointment May 31, 2023.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Memo from Diversity, Equity & Inclusion (DEI) Commission

Submitted by: Nicole Klauss City Manager Department

Recommended Action or Motion: Review the Diversity, Equity & Inclusion Commission's request to increase membership from seven to nine positions and request staff prepare an ordinance for future consideration.

Background/Summary: The DEI Commission is proposing increasing the number of commission members from seven members to nine. The DEI Commission is the primary commission that is focused directly on the diversity of residents in our city, and in its mission, focuses primarily on enhancing the sense of equity and inclusion of those members of our community who often feel on the outside.

The DEI Commission has developed a work plan that could benefit from additional voices at the table.

Previous Council Action: In March 2021, the City Council approved Ordinance 4871, allowing the establishment of the Diversity, Equity & Inclusion Commission, to assist the Council in promoting diversity, equity and inclusion in the City of Ellensburg through action, education, and guidance.

Analysis: Accepting the DEI Commission's recommendation to expand the Commission's membership will give additional opportunities for marginalized voices to be heard and will allow the commission more resources to expand DEI efforts.

Financial Impact: None

Attachments:
[Memo DEI Request To Add Members](#)

MEMO

To: Ellensburg City Council

From: DEI Commission

RE: Request to add two members to the Commission for a total of 8 community members and 1 Council member

Date: March 7, 2023

The DEI Commission is proposing increasing the number of commission members from 7 members to 9. Other than the Senior Citizens Advisory Commission, the DEI Commission is the only other commission that is focused directly on the diversity of residents in our city, and in its mission, focuses primarily on enhancing the sense of equity and inclusion of those members of our community who often feel on the outside. Current membership reflects representation from the Hispanic, Black, Native American and LGBTQ communities. Groups that could be represented include, but are not limited to, the Asian and Pacific Islander community, the Middle East and Southeast Asian communities, the Latin X community, our Senior Citizens community, and individuals with Intellectual and Developmental disabilities, such as autism, movement issues, hearing issues, ADHD, and other disabilities.

Beyond our work on the City Comprehensive plan and the creation of a Land Acknowledgement Statement for the City, we have extended our reach into the community in the following ways: hosting two World Café community discussions, one on Belonging in the Burg and a second on Building Bridges Together (April 8). We reached out to and hosted 5 non-represented communities listening tour session, we have developed a plan for continued Listening Tour sessions, we are supporting community events, and visiting with all city departments about our work and how we may assist their efforts. In addition we have recreated a spending plan for the Commission that requires setting up a grant process for the Commission. Work has started on that task with a separate subcommittee of the members.

We are growing in our scope of reach and we are busy! Having two more members will expand our ability to coordinate efforts to partner with groups around the city to initiate activities and events that will bring the community together. It will also enable subcommittees to add one person to their roster to help carry the load without having to advertise a public meeting. We have developed one-year, three-year, and a list of 10-year goals to utilize strategically to guide our work reaching into the community.

We recently had a resignation from our Commission and will be advertising to fill that vacancy. With your approval of this request, we could advertise to fill three positions at the same time.

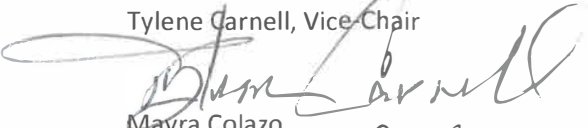
We appreciate your consideration of this request

Respectfully,

City of Ellensburg Diversity, Equity and Inclusion Commission

Nancy Goodloe, Chair, Council member

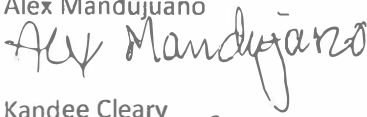
Nancy Goodloe, Chair, Council member
Tylenne Carnell, Vice Chair



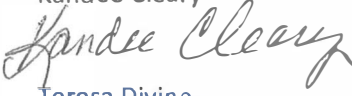
Mayra Colazo



Alex Mandujano



Kandee Cleary



Teresa Divine





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Ordinance 4914 (First Reading) - Teanaway Ridge Annexation

Submitted by: Jeremy Johnston Community Development

Recommended Action or Motion:

1. Hold an open record legislative public hearing;
2. Approve annexation request P22-118 for parcel 17826 located east of Bull Road and north of Interstate 90; and simultaneous adoption of Residential-Suburban zoning; and
3. Conduct first reading of the ordinance (attached)

Background/Summary: A notice of intent to commence annexation (EXHIBIT 1) was received by the Community Development Department on November 3, 2022 to consider annexation of parcel 17826 located east of Bull Road and north of Interstate 90. The notice of intent consists of a signature from the owner of the property. This is a notice of intent for one parcel with one property owner, therefore the owner's signature is 100% of the total assessed property value.

The parcel proposed for annexation is located on the east side of Bull Road and North of Interstate 90. A map of the parcels proposed to be annexed is attached to this report (Exhibit 1). Following the initial meeting with City Council regarding the annexation request and per Ellensburg City Code, annexation requests are a Type V process and therefore require a legislative public hearing before the Planning Commission, with their recommendation forwarded to City Council as the final decision maker.

During the Planning Commission public hearing, there were no public comments made. The Applicant requested Residential Suburban zoning upon annexation which is consistent with the Residential Neighborhood Comprehensive Plan designation. Upon completion of the public hearing, the Planning Commission with a 7-0 unanimously recommended Council approve the annexation request as presented, with simultaneous adoption of Residential-Suburban zoning.

If the annexation request is approved by Council following the public hearing, staff also requests Council proceed with first reading of an ordinance to implement the annexation request.

Consistent with Ellensburg City Code, notice of the City Council public hearing was noticed in the Ellensburg Daily Record on March 16, 2023 (Exhibit 6); property owners within 300 feet of the proposed annexation area and those parties of record were mailed a notice of public hearing (Exhibit 7); and land use action signs were posted on the property (Exhibit 8).

- Previous Council Action:** The initial meeting with Council was held on December 6, 2022 and Council unanimously determined the following:
- Accept the proposed annexation as geographically proposed in the notice of intent;
 - Require the simultaneous adoption of Residential Suburban (R-S) zoning; and
 - Require the annexation area to assume a proportional share of existing City indebtedness.

Analysis: After Council's determination to accept the annexation proposal, a petition for annexation was filed with the Kittitas County Assessor. On January 23, 2023 the Assessor determined the petition for annexation sufficient with regard to the legal description and corresponding owner of record (Exhibit 5).

The Planning Commission held a public hearing on February 9, 2023 to consider the petition for annexation. The Planning Commission considered testimony from the applicant and the audience, heard a staff recommendation, and then voted unanimously 7-0 to recommend Council approve the annexation request as presented with simultaneous adoption of Residential Suburban (R-S) zoning.

The proposed parcels to be annexed are not currently served by City utilities, nor do the properties have Utility Extension Agreements. Once the parcels are annexed, further development will necessitate connection to City utilities. City utilities are in close proximity to the proposed annexation area and would be available to service the parcels should the annexation request be approved. Upon annexation, further development may trigger improvements consistent with Public

Works Development Standards, in addition to a requirement to meet Ellensburg City Land Development Code standards and fire code requirements.

This parcel is bordered by City limits on the south and west sides. Land to the North and East of the property is zoned by Kittitas County as Commercial Agriculture. Land to the South and East is zoned Residential Suburban (R-S) density. See Exhibit 2 Zoning Map. Annexation of this parcel would be a logical extension of the City of Ellensburg boundaries.

Staff recommends Residential-Suburban (R-S) zoning for the parcel proposed to be annexed. R-S zoning of this parcel is supported by the Residential Neighborhood designation in the Comprehensive Plan Future Land Use Map (Exhibit 3).

Financial Impact: No fiscal impact at this time.

Attachments:

[Ordinance 4914 - Teanaway Ridge Annexation](#)
[Exhibit 1 - Proposed Annexation 17826](#)
[Exhibit 2 - City of Ellensburg Zoning 17826](#)
[Exhibit 3 - Future Land Use Map](#)
[Exhibit 4 - P22-118 Petition](#)
[Exhibit 5 - Kittitas County Assessor Certification of Parcel](#)
[Exhibit 6 - Legal Notice CC PH](#)
[Exhibit 7 - Notification Buffer Map](#)
[Exhibit 8 - P22-118 Affidavit of Posting 3-17-23](#)

ORDINANCE NO. 4914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCEL 17826 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING RESIDENTIAL SUBURBAN ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on November 3, 2022, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the “direct petition” method of RCW 35A.14.120 for parcel 17826, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on December 6, 2022, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its December 6, 2022 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Residential Suburban, and assume the annexation area’s share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on January 23, 2023, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens at a duly called and noticed public hearing; and

WHEREAS, on February 9, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request; and

WHEREAS, on April 3 2023 and May 15, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the

proposed annexation in accordance with RCW 35A.14.140 and RCW 35A.14.330-.340, and following such hearings determined to effect the annexation of the territory described in Section 1 of this ordinance, finding that the petition for annexation met the applicable requirements, and that the best interests of the City of Ellensburg, Washington, will be served by the annexation and that it is appropriate to good government of the City of Ellensburg, Washington, and therefore accepted the petition for annexation pursuant to RCW 35A.14.120 and Chapter 15.360 of the Ellensburg City Code; and

WHEREAS, the territory described in Section 1 of this ordinance is contiguous to the City of Ellensburg, Washington and entirely within the City of Ellensburg Urban Growth Area established pursuant to RCW 36.70A.110,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Annexation. The following described parcel and rights-of-ways are hereby annexed to and made a part of the City of Ellensburg, Washington, to wit:

Parcel B-3 of that certain Survey recorded August 30, 2022, in Book 28 of Surveys, page 9, under Auditor's File No. 200208300001, records of Kittitas County, Washington, being a portion of the East Half of Section 12, Township 17 North, Range 18 East, W.M. in the County of Kittitas, State of Washington, being a portion of the property conveyed that certain Statutory Warranty Deed recorded July 10, 2009 as Kittitas County Auditor File No. 200907100029.

Section 2. Assessment and Taxation. All property within the territory so annexed shall be assessed and taxed at the same rate and on the same basis as other property of the City of Ellensburg, Washington is assessed and taxed to pay for any outstanding indebtedness of the City of Ellensburg, Washington as presently adopted or as is hereafter amended.

Section 3. Comprehensive Plan Designation. All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Ellensburg, Washington as presently adopted or as is hereinafter amended.

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned as follows: Kittitas County Assessor Parcel Number 17826 shall be zoned Residential Suburban (R-S).

Section 5. Transmittal and Filing. The Ellensburg City Clerk is directed to file a certified copy of this ordinance with the Kittitas County Board of County Commissioners.

Section 6. 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 7. 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, sections/subsections numbers and any references thereto.

Section 8. Effective Date. This ordinance shall take effect and be in full 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 May, 2023.

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. 4914 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4914 was published as required by law.

EXHIBIT A: ANNEXATION PARCEL



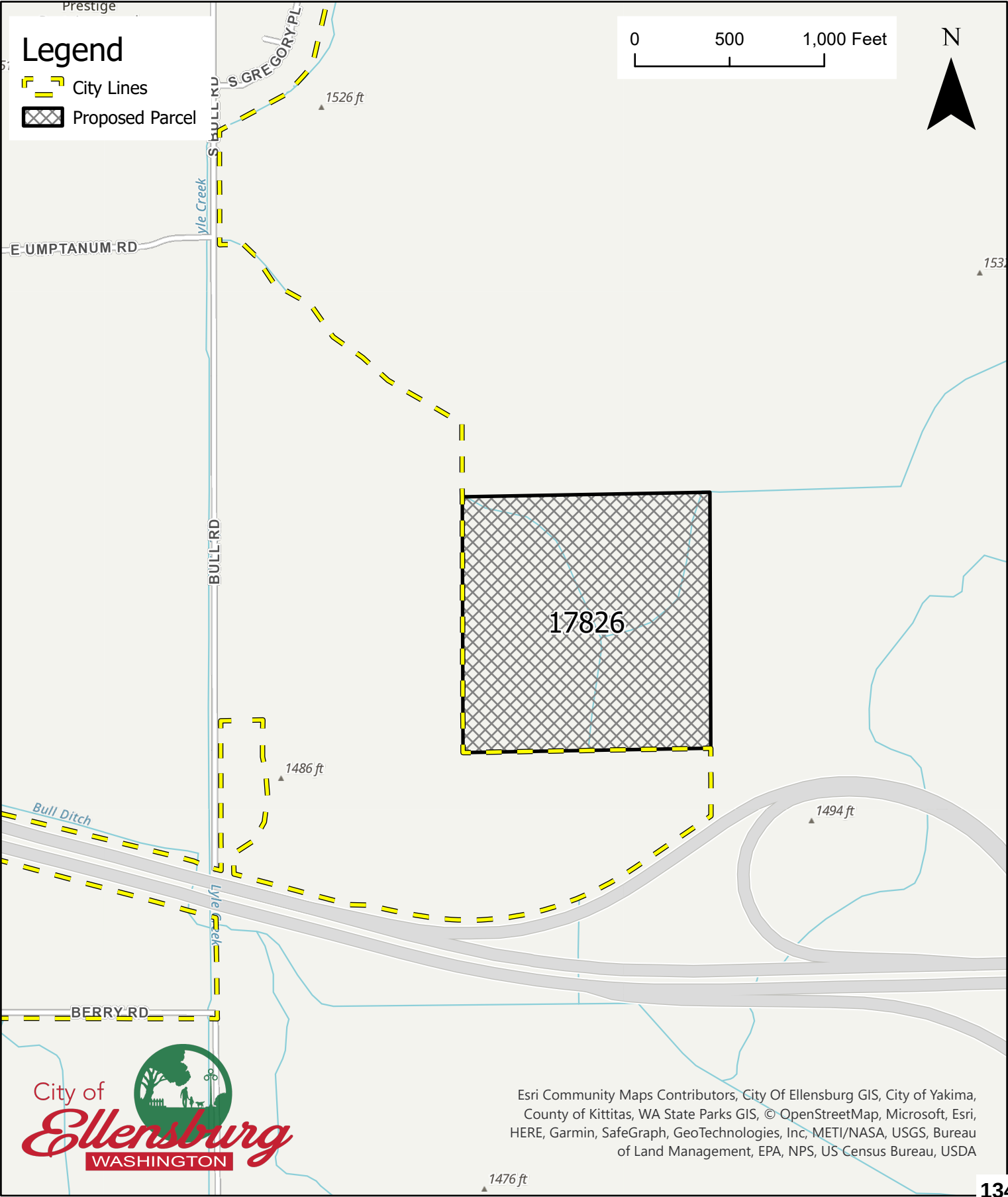
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County Parcels Urban Growth Area
Major Arterial Parcels
City Limits

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0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

Google Maps

Proposed Annexation Area for Parcel



City of Ellensburg Zoning

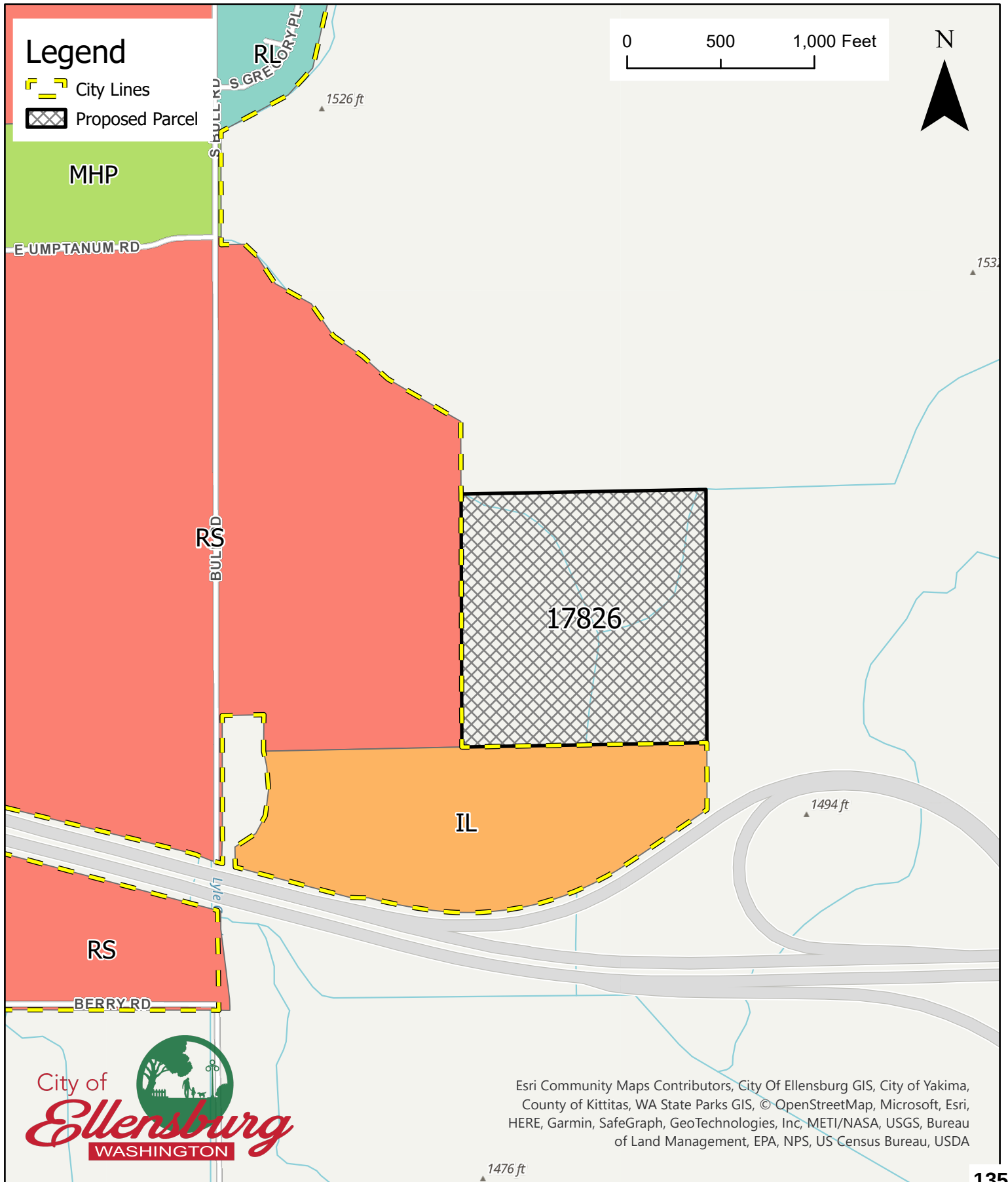


Exhibit 3

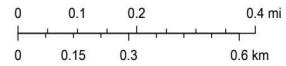
eburg map



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- | | |
|----------------|----------------------------------|
| County Parcels | MHP |
| Zoning | IL |
| RS | PR |
| RL | Major Arterial |
| RM | Land Use Designations |
| RH | Residential neighborhood |
| CH | Blended residential neighborhood |



Google Maps

W.LONGMIRE

Hexagon, WaTech, Kittitas County GIS | Kittitas County Public Works | Kittitas County Auditor | Kittitas County Assessor | Esri Community Maps Contributors, City Of Ellensburg GIS, City of Yakima,



Petition For Annexation

PF-02
FORM

Community Development Department

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

PETITION FOR ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: The City Council
City of Ellensburg
501 North Anderson
Ellensburg, Washington

WE, the undersigned, being the owners of not less than sixty percent in value (according to the assessed valuation for general taxation), of the real property described on Exhibit "A" attached hereto, lying contiguous to the City of Ellensburg, Washington, do hereby petition that such territory be annexed to and made a part of the City of Ellensburg under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Kittitas County, Washington, and is described in Exhibit "A", attached hereto.

WHEREFORE, the undersigned respectively petition the Honorable City Council and ask:

(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing, the City Council determine by Ordinance that such annexation shall be effective; and that property so annexed shall become a part of the City of Ellensburg, Washington, subject to its laws and ordinances then and thereafter in force.

The Petitioners subscribing hereto agree "...that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Ellensburg for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting of _____.

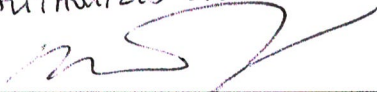
This petition is accompanied and has attached hereto as Exhibit "B" a diagram, which outlines the boundaries of the property sought to be annexed.

These pages are a group of pages containing an identical text and prayer intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PRAYER OF PETITION: (1) Annexation of area described in Exhibits "A" and "B", and (2) Assumption of indebtedness of the City of Ellensburg, and (3) Adoption of the City of Ellensburg Comprehensive Zoning Plan.

TEA Authority, Inc. LLC
AUTHORIZED SIGNATURE



OWNER'S SIGNATURE

ADDRESS

Michael T Jones

11-4-22

PRINTED NAME

DATE SIGNED

➤

OWNER'S SIGNATURE

ADDRESS

PRINTED NAME

DATE SIGNED

➤

OWNER'S SIGNATURE

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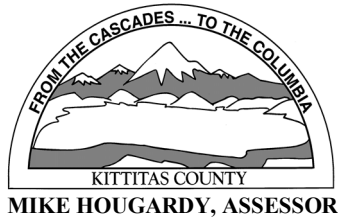
➤

OWNER'S SIGNATURE

ADDRESS

PRINTED NAME

DATE SIGNED



Kittitas County Assessor

205 W 5th Avenue, Suite 101 • Ellensburg, WA 98926-2887

Phone (509) 962-7501

Upper County Toll-Free 674-2584

www.co.kittitas.wa.us/assessor

January 23, 2023

City of Ellensburg
Community Development Department
Attn: Jayme Ayling
501 N Anderson St
Ellensburg WA 989256

RE: Proposed Annexation Petition, P22-118
Parcel 17826, Teanaway Ridge LLC

To whom it may concern,

I, Mike Hougardy, as Assessor of Kittitas County, Washington, Hereby Certify that the parcel legally described and mapped in the proposed annexation, P22-118 received by this office January 18th, 2023 has been verified regarding legal description and corresponding owner of record.

Please feel free to contact me if I can be of any further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Mike Hougardy".

Mike Hougardy
Kittitas County Assessor

RECEIVED

MAR 22 2023

COMMUNITY DEVELOPMENT

AFFIDAVIT OF PUBLICATION

State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

CITY OF ELLENSBURG-CITY CLERK
OPEN RECORD PUBLIC HEARING P22-118

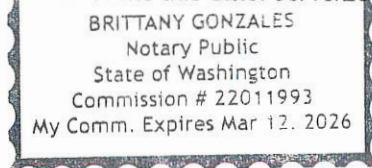
is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

03/16/23

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$46.75 the rate of \$9.00 per column inch for each insertion.

Michelle Bowman

Subscribed to me this date: 03/16/23



Brittany Gonzales

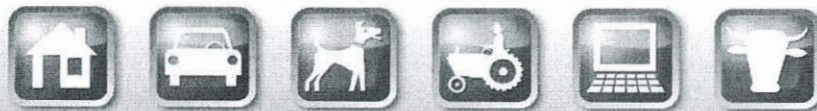
Signed Name

Printed Name
Notary Public in and for
The State of Washington
(SEAL)

TO PLACE AN AD CALL 509-925-1414

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CAREERS

Help Wanted



Looking for a motivated individual with experience in customer service and sales to expand our advertising team in Ellensburg. The Multi Media Advertising Executive works with people and businesses to increase sales and build their brands. We provide an array of marketing solutions from print to digital.

EXPECTATIONS

- Excellent communication skills, written and verbal.
- Ability to absorb, retain, and relay information, written and verbal.
- Basic computer skills with the ability to learn industry-specific software.
- Independently motivated and capable of self-management.
- Punctual and reliable attendance.
- Organization and time management skills.
- Outgoing friendly and approachable personality.
- Valid driver's license and reliable transportation.

Full-time, Monday-Friday, \$2,500 - \$4,200 monthly dependent on commission. This position offers medical dental and group benefits along with a 401k plan and Paid-Time-Off. To apply, email a resume and cover letter to Amy Kaiser at akaiser@dailyrecordnews.com. The Daily Record is an Equal Opportunity Employer.

MERCHANDISE

Miscellaneous

ELIMINATE GUTTER CLEANING FOREVER! LeafFilter the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 20% off Entire Purchase. 10% Senior & Military Discounts. Call 1-888-360-1980.

Wanted

\$8 PAYING TOP DOLLAR \$5 for sport card collection!
Baseball, basketball, football & Pokemon. Premium paid for vintage.
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NOTICES, CHILD CARE

Announcements

PREPARE FOR POWER OUTAGES today with a GEN-ERAC home standby generator. \$0 money down. 1-yr monthly payment options. Request a FREE Quote. Call now before the next power outage. 1-888-674-7053.



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NEW TODAY

Middle School Counselor

The Cle Elum-Roslyn School District is accepting applications for a Middle School Counselor for the 2023-24 year. Applicants must have appropriate endorsement to apply. Visit the district website at cedsdc.wa.us to view a complete job description and if qualified to apply online. Position is open until filled. Salary DSEE E06.

ARE YOU BEHIND \$10K OR MORE ON YOUR TAXES? Stop wage & bank levies, liens & audits, unfiled tax returns, payroll issues & resolve tax debt FAST. Call 855-73-5002 (Hours: Mon-Fri 7am-5pm).

Personals

DONATE YOUR CAR TO CHARITY! Receive maximum value of write-off for your taxes. Running or not! All conditions accepted. Free pickup. Call for details. 855-658-4225

Legals

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on Monday, April 3, 2023, at 7:00 pm in the City Council Chambers, 501 N. Anderson St., to consider an annexation request (P22-118) submitted by property owner Teanaway Ridge LLC to annex parcel ID# 17826 into the City of Ellensburg, consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan. Upon annexation the parcel will be zoned Residential Suburban (R-S). Written Comments: The public is encouraged to review and comment on the proposed project. Written comments must be received via email boots@ellensburgwa.gov, or Community Development Office, by 5:00 pm on Monday, April 3, 2023.

PUBLISH: Daily Record; March 16, 2023 / LEGAL #: 347370

Public Notice Kittitas County, Ellensburg WA

The Board of Kittitas County Commissioners will meet at 2:30pm on March 28, 2023 at 205 W. 5th Ave Ste 109, Ellensburg WA 98926 to consider entering into a lease for additional office space.

More information is online at <http://www.co.kittitas.wa.us/notices/>.

Julie Kjosvick
Clerk of the Board

PUBLISH: Daily Record; March 16 & 23, 2023 / LEGAL #: 344465

Legals

NOTICE TO BIDDERS

City of Ellensburg, WA
DOLARWAY SUBSTATION STRUCTURAL STEEL
Project #: 3682
Bid Call #: 2023-03

Sealed bids will be received by the City of Ellensburg at the office of the City Clerk at City Hall, 501 N. Anderson St., Ellensburg, WA 98926, until 3:00 PM, (Pacific Time), on Thursday, April 6th, 2023, and will then and there be opened and read for supply of the materials. Each bid proposal shall be plainly marked "Dolarway Substation Structural Steel - Bid Call #: 2023-03". All bid proposals shall be accompanied by a bid proposal deposit in a cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Ellensburg. The engineer's estimate for the project is \$180,215.00 to \$199,185, including tax.

The project consists of fabrication, delivery and offloading of structural galvanized steel, fasteners and other associated appurtenances for the Dolarway Substation Improvement Project (Project #: 3682), located in the City of Ellensburg, Washington.

Bid documents are available on the Public Works & Utilities homepage on the City's website at ellensburg.wa.us. The Public Works & Utilities Dept. can be reached by telephone at (509) 962-7230. The City of Ellensburg, Washington, reserves the right to reject any or all bids and to waive irregularities or informalities in the bid or in the bidding. Responsibility and competency of bidders and their subcontractors will be considered in making the award. All documents received in response to this invitation to bid will become a matter of public record subject to the Washington public disclosure act under chapter 42.56 RCW.

The City of Ellensburg, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No bidder may withdraw his/her bid after the hour set for the opening thereof or before the award of contract, unless said award is delayed for a period exceeding sixty days.

For: Derek K Mayo
Derek K Mayo, City Engineer

PUBLISH: Seattle Daily Journal March 16 & 23, 2023

PUBLISH: Daily Record; March 16 & 23, 2023 / LEGAL #: 345753

Public Notice Kittitas County, Ellensburg WA

The Board of Commissioners will meet at 2:00pm on April 4, 2023 at the Commissioners' Auditorium, 205 West 5th Avenue, Room 109, Kittitas County Courthouse, Ellensburg, WA to consider a franchise application by the Washington State Department of Fish and Wildlife for a wildlife fence in the vicinity of Stevens Road, Ellensburg.

More information is online at <http://www.co.kittitas.wa.us/notices/>.

Julie Kjosvick
Clerk of the Board

PUBLISH: Daily Record; March 9, 16, & 23, 2023 / LEGAL #: 344468

Legals

NOTICE TO BIDDERS

City of Ellensburg, WA
DOLARWAY SUBSTATION STRUCTURAL STEEL
Project #: 3682
Bid Call #: 2023-03

Sealed bids will be received by the City of Ellensburg at the office of the City Clerk at City Hall, 501 N. Anderson St., Ellensburg, WA 98926, until 3:00 PM, (Pacific Time), on Thursday, April 6th, 2023, and will then and there be opened and read for supply of the materials. Each bid proposal shall be plainly marked "Dolarway Substation Structural Steel - Bid Call #: 2023-03". All bid proposals shall be accompanied by a bid proposal deposit in a cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Ellensburg. The engineer's estimate for the project is \$180,215.00 to \$199,185, including tax.

The project consists of fabrication, delivery and offloading of structural galvanized steel, fasteners and other associated appurtenances for the Dolarway Substation Improvement Project (Project #: 3682), located in the City of Ellensburg, Washington.

Bid documents are available on the Public Works & Utilities homepage on the City's website at ellensburg.wa.us. The Public Works & Utilities Dept. can be reached by telephone at (509) 962-7230. The City of Ellensburg, Washington, reserves the right to reject any or all bids and to waive irregularities or informalities in the bid or in the bidding. Responsibility and competency of bidders and their subcontractors will be considered in making the award. All documents received in response to this invitation to bid will become a matter of public record subject to the Washington public disclosure act under chapter 42.56 RCW.

The City of Ellensburg, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No bidder may withdraw his/her bid after the hour set for the opening thereof or before the award of contract, unless said award is delayed for a period exceeding sixty days.

For: Derek K Mayo
Derek K Mayo, City Engineer

PUBLISH: Seattle Daily Journal March 16 & 23, 2023

PUBLISH: Daily Record; March 16 & 23, 2023 / LEGAL #: 345753

Legals

SUPERIOR COURT OF WASHINGTON FOR KITTITAS COUNTY

Estate of STANLEY CLYDE LAWRENCE JR. Deceased.	NO. 22-4-00036-19 PROBATE NOTICE TO CREDITORS (RCW 11.40.030)
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PLEASE TAKE NOTICE

The above Court has appointed me as Personal Representative of Decedent's estate. Any person having a claim against the Decedent must present the claim: (a) Before the time when the claim would be barred by any applicable statute of limitations, and (b) in the manner provided in RCW 11.40.070. (i) By filing the original of the claim with the foregoing Court, and (ii) By serving on or mailing to me at the address below a copy of the claim. The claim must be presented by the later of: (a) Thirty (30) days after I served or mailed this Notice as provided in RCW 11.40.090(1)(c), or (b) Four (4) months after the date of first publication of this Notice. If the claim is not presented within this time period the claim will be forever barred except as provided in RCW 11.40.051 and 11.40.060. This bar is effective for claims against both the Decedent's probate and non-probate assets.

Date of First Publication: March 16, 2023
of this Notice

Personal Representative: Misty Ann McGuire
Mailing Address: 1751 Tozer Rd.
Ellensburg, WA 98926

PUBLISH: Daily Record; March 16, 23, & 30, 2023 / LEGAL #: 346767

NOTICE OF APPLICATION

Project Name (File Number): Egan (SP-23-00001)

Applicant: Tim & Christine Egan

Location: One tax parcel (#452836) located approximately 1.72 miles southeast of the Town of South Cle Elum off Iron Mt Rd. in a Portion of Section 2, T19, Range 15, W.M.; Kittitas County parcel map number 15-15-0210-0008 with a land use designation of Rural Residential and zoning designation of Agriculture 5.

Proposal: Tim & Christine Egan are proposing a 2-lot short plat resulting in one (1) 5.00-acre lot and one (1) 5.42-acre lot.

Materials Available for Review: The submitted application and related filed documents may be examined by the public on the Community Development Services (CDS) website at <https://www.co.kittitas.wa.us/cds/land-use/default.aspx> then navigate to "Short Plat" & "SP-23-00001 Egan" or at the CDS offices at 411 N. Ruby St., Suite 2, Ellensburg, WA 98926 during normal business hours. Phone: (509) 962-7506

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on March 31, 2023. Under Title 16.02, Short Subdivision Requirements are processed in an abbreviated administrative format, which does not involve a public hearing. All comments will be considered in the decision-making process, and any person has the right to comment on this application and receive notification of the Community Development Services administrative decision, once made. Appeals to an administrative land use decision may be filed within 10 working days with Kittitas County Community Development Services as outlined in Chapter 15A.07 of the Kittitas County Code. The current appeal fee is \$1670.

Designated Permit Coordinator (Staff Planner): Chase Pedersen (509) 962-7537; email at cpedersen@co.kittitas.wa.us

Notice of Application: Thursday, March 16, 2023
Application Received: Monday, February 27, 2023
Application Complete: Monday, March 6, 2023

PUBLISH: NKCT; March 16, 2023

PUBLISH: Daily Record; March 16, 2023 / LEGAL #: 346328

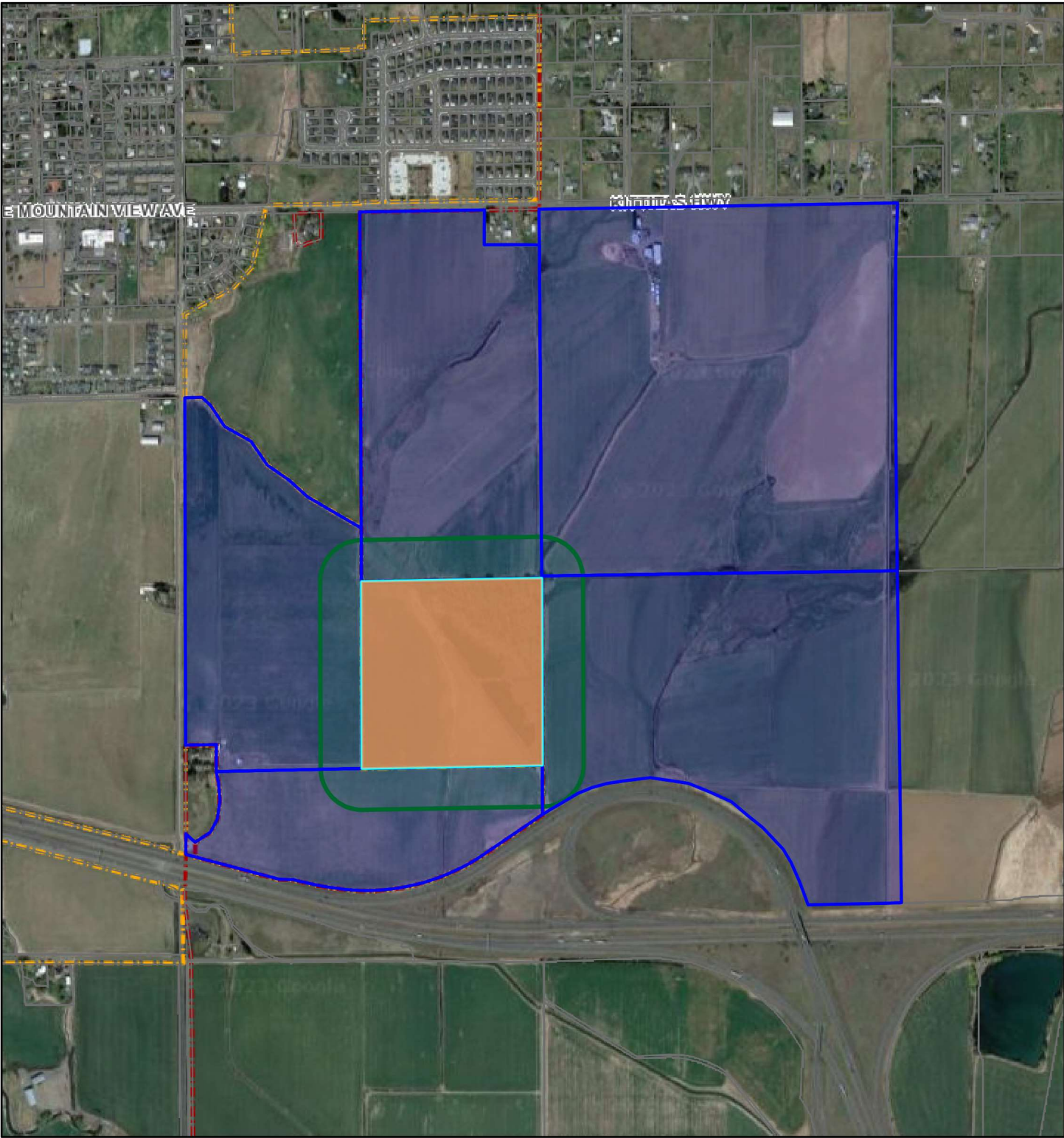


The more you tell
the more you sell!

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on **Monday, April 3, 2023, at 7:00 pm** in the City Council Chambers, 501 N. Anderson St, to consider an annexation request (P22-118) submitted by property owner Teanaway Ridge LLC to annex parcel ID# 17826 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcel will be zoned Residential Suburban (R-S). Written Comments: The public is encouraged to review and comment on the proposed project. **Written comments must be received via email bootsk@ellensburgwa.gov, or Community Development Office, by 5:00 pm on Monday, April 3, 2023.**

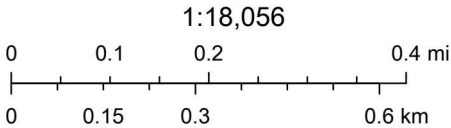
PUBLISH IN LEGAL: March 16, 2023

Exhibit 7
eburg map



1/19/2023, 8:28:05 AM

- County Parcels
- Urban Growth Area
- Major Arterial
- Parcels
- City Limits



Google Maps



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Jamey Ayling, Director

Phone: (509) 962-8653 Fax: (509) 925-8655 E-Mail: aylingj@ellensburgwa.gov

AFFIDAVIT OF POSTING

As per Revised Code of Washington (RCW) 35A.14.130, Ellensburg City Code requires that all public hearings pertaining to annexation requests shall have a notice posted in **one** publicly accessible place within the territory proposed for annexation. Per ECC 15.220.050, the following shall apply:

1. The posting of a weather-resistant sign posted on the subject property, visible to members of the public who may be passing on nearby public rights-of-way, and free from obstructions.
2. If the project abuts more than one public right-of-way, more than one sign may be required as determined by the responsible official.
3. The responsibility for the posting of the sign shall be upon the project applicant.
4. The sign shall be at least two feet by three feet in size, have a written description of the proposal, include a site drawing which shows the proposed project, have the date listed when comments are due, and where comments are to be mailed.

DATE: March 15, 2023	PLANNER: Jamey Ayling, Director
PROJECT NAME: Annexation of parcels into the City of Ellensburg	FILE NUMBER: P22-118

PLEASE COMPLETE THE FOLLOWING:

I, Chad Bala, certify that I am the landowner and/or authorized agent responsible for the posting of this land use project site and further certify that the site has been posted as required by Ellensburg City Code. I understand that the that the posting period begins immediately and ends after the ending of the appeal period on the final decision by the City Council and the sign(s) will be posted at the site until this time. **Please post the site and return this form to the Community Development Department in a timely manner.**

Chad Bala

Signature

3-17 2023

Date

Please return the above affidavit and a photograph of the posted sign(s) to Jamey Ayling, Director, by email aylingj@ellensburgwa.gov ; Fax 509-962-8653; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Ordinance 4913 (First Reading) - Carbon Purchase and Sale Authority

Submitted by: Buddy Stanavich Public Works & Utilities

Recommended Action or Motion: Approve first reading of Ordinance 4913 authorizing the Public Works and Utilities Director to carry out the duties and responsibilities required by the state's Climate Commitment Act, including participation in the Cap and Invest Program.

Background/Summary: In 2021, the Washington Legislature passed Senate Bill 5126, the Climate Commitment Act (CCA). The CCA establishes a cap-and-invest, market-based program to reduce carbon pollution and achieve the greenhouse gas limits set in state law, which applies to both private and public utilities, including the City of Ellensburg's electric and natural gas utilities. The cap-and-invest program sets a limit, or cap, on overall carbon emissions in the state and requires energy utilities to obtain allowances equal to their covered greenhouse gas emissions. Allowances can be purchased through quarterly auctions hosted by the Washington State Department of Ecology or bought and sold on a secondary market.

Previous Council Action: None

Analysis: The City has the obligation and responsibility to maintain compliance with the state Cap and Invest Program, including but not limited to the purchase and sale of greenhouse gas/carbon compliance instruments such as carbon credits/allowances, offsets, and other associated compliance instruments. Compliance will be exercised in accordance with state and federal law, and city policy, and is limited by expenditure authority designated for each respective fund in the City's biennial budget. Ordinance 4913 creates a new chapter 9.85 in the Ellensburg City Code that would provide the authority for the Public Works & Utilities Director (or designee) to fully participate in the program on behalf of the City.

Financial Impact:

The estimated financial impact for 2023 is \$1,538,454 based on the first auction's settled price of \$48.50/allowance. The financial impact is subject to change based on future auction settlement prices. Funding for the purchase and sale of these allowances is built into the 2023/2024 adopted biennial budget.

Attachments:

[Ordinance 4913 - CCA Code Changes](#)

ORDINANCE NO. 4913

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ADMINISTRATION OF THE CITY'S ELECTRIC AND GAS UTILITIES AND ADDING A NEW CHAPTER "9.85 GREENHOUSE GAS EMISSIONS - CAP AND INVEST PROGRAM" TO THE ELLENSBURG CITY CODE.

WHEREAS, In 2021, the Washington Legislature passed Senate Bill 5126, the Climate Commitment Act (CCA); and

WHEREAS, the CCA establishes a cap-and-invest, market-based program ("Cap and Invest Program) to reduce carbon pollution and achieve the greenhouse gas limits set in state law, which applies to both private and public utilities, including the City of Ellensburg's electric and natural gas utilities; and

WHEREAS, the Cap and Invest Program sets a limit, or cap, on overall carbon emissions in the state and requires energy utilities to obtain allowances equal to their covered greenhouse gas emissions; and

WHEREAS, allowances can be obtained through quarterly auctions hosted by the Washington State Department of Ecology, or bought and sold on a secondary market;

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

Section 1. A new chapter entitled "9.85 GREENHOUSE GAS EMISSIONS - CAP AND INVEST PROGRAM" is hereby added to Title 9 of the Ellensburg Municipal Code to read as follows:

9.85

Greenhouse Gas Emissions – Cap and Invest Program

Sections:

9.85.020 Purpose.

9.85.040 General.

9.85.060 Selection of city representative and delegated authority.

9.85.020 Purpose.

This chapter establishes the rules for participation by the city in the Washington State Greenhouse Gas Emissions Cap and Invest Program created by Chapter 70A.65 RCW.

9.85.040 General.

- A. The public works and utilities director will direct the city's participation in the state's Cap and Invest Program for the city's electric and gas utilities.
- B. The public works and utilities director will keep the city manager, finance director, utility advisory committee and city council apprised of prospective needs for participation in the Cap and Invest Program and the strategies in place to manage compliance.

9.85.060 Selection of city representative and delegated authority.

A. The public works and utilities director, or their designee, is delegated all necessary authority to carry out the duties and responsibilities contained in chapters 70A.65 RCW and 173-446 WAC on behalf of the city, which shall be bound by their representations, actions, inactions, or submissions and by any order or decision issued to them by the Washington State Department of Ecology, the Washington State Pollution Control Hearings Board, or a court of law regarding the city's participation in the Cap and Invest Program, including but not limited to the following:

1. To designate the primary and alternate account representatives for purposes of conducting the city's duties and responsibilities in compliance with the state Cap and Invest Program; and
2. For the purchase and sale of greenhouse gas/carbon compliance instruments such as carbon credits/allowances, offsets, and other associated compliance instruments.

B. Authority delegated in this section must be exercised in accordance with state and federal law, and city policy, and is limited by expenditure authority designated for each respective fund in the city's biennial budget.

C. The public works and utilities director will notify the city manager, utility advisory committee and city council at the first opportunity of Cap and Invest Program market activity exercised on behalf of the city, and any order or decision issued to the city regarding the city's participation in the Cap and Invest Program.

Section 2. 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 3. 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 4. 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 April, 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. 4913 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4913 was published as required by law.

BETH LEADER



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Resolution 2023-09 Amending the Pay Resolution for Fiscal Year 2023 for Non-Represented Employees

Submitted by: Lisa Young Human Resources

Recommended Action or Motion: Staff recommends approval of the Resolution as presented.

Background/Summary: A pay resolution is submitted to Council for consideration each year. Resolution 2022-42 did not include wages for Reserve Police Officers. Additionally, the stipend for use of a personal cell phone for City business has not been formally documented. This Resolution will incorporate both of these items for the duration of the 2023 Fiscal Year. There are no other changes.

Previous Council Action: Approval of Resolution 2022-42 establishing pay for Non-Represented Employees for Fiscal Year 2023.

Analysis: It was brought to HR's attention that the wage for Reserve Officer had fallen behind the 2023 Washington Minimum Wage of \$15.74/hour. This Resolution will bring the hourly rate for paid assignments to \$15.74/hour.

HR and Payroll also realized that although we have had an established maximum for stipends related to use of a personal cell phone for City business, it had never been officially documented. We determined that the best way to do so would be to add it to the annual Pay Resolution.

Financial Impact: There are currently no financial impacts as a result of these amendments. We do not have any current Reserve Officers in paid status, and we have only allowed cell phone stipends up to the maximum of \$75 per month.

Should a paid Reserve Officer assignment become available, the financial impact would be an additional \$.74/hour (\$1.11/hour additional should the officer work overtime).

Attachments:

[2023 Pay Plan Resolution 2023-09 - 04.03.2023](#)

RESOLUTION NO. 2023-09

A RESOLUTION amending the current pay plan for Fiscal Year 2023 to address Reserve Officers, Library Substitutes, and the cell phone reimbursement cap.

WHEREAS, the City Manager has prepared and submitted to the City Council of the City of Ellensburg a standard schedule of pay; and

WHEREAS, we have a need to address Reserve Officer pay due to the increase in minimum wage; and

WHEREAS, the maximum allowed reimbursement for use of a personal cell phone for City business has been established as \$75; however, it has not been documented; and

WHEREAS, the City Council of said City desires to adopt such amended pay plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Resolution No. 2022-44 be hereby amended as set forth herein, and that the said amendments be effective April 3, 2023.

Section 2. Effective April 3, 2023, the pay range assignment for each non-union class title shall be as follows (amendments noted in bold):

CLASS TITLES BY DEPARTMENT

PAY RANGE

CITY MANAGER

TITLE	MIN	MAX	Pay Grade
City Manager	13,733	15,538	50
Assistant City Manager/City Attorney	13,071	14,789	48
Human Resources Director	10,467	11,842	39
Assistant City Attorney	9,482	10,728	35
Public Information Officer	8,176	9,251	29
Arts & Economic Development Manager	7,782	8,805	27
HR Specialist	6,387	7,227	19
Executive Assistant – City Attorney/Deputy City Clerk	6,232	7,051	18
Executive Assistant – City Manager	5,508	6,232	13
HR Assistant	5,508	6,232	13
Civil Service Secretary/Chief Examiner	150	150	n/a

COMMUNITY DEVELOPMENT DEPARTMENT

TITLE	MIN	MAX	Pay Grade
Community Development Director	10,467	11,842	39
Building Official	7,977	9,025	28
Planning Manager	7,977	9,025	28
Building Inspector II	6,879	7,783	22

FINANCE DEPARTMENT

TITLE	MIN	MAX	Pay Grade
Finance Director	11,553	13,072	43
Assistant Finance Director	9,482	10,728	35
Utility Services Supervisor	8,176	9,251	29
Accounting Manager	7,977	9,025	28
Financial Analyst	7,977	9,025	28
Application Specialist	7,407	8,381	25
City Clerk	7,051	7,977	23
Accountant II	6,547	7,408	20

INFORMATION TECHNOLOGY

TITLE	MIN	MAX	Pay Grade
IT Director	10,467	11,842	39
IT & Telecommunications Manager	8,590	9,719	31
IT Systems Administrator	7,407	8,381	25
IT Systems Administrator - SQL	7,407	8,381	25
Network/Desktop Analyst	6,547	7,408	20

LIBRARY

TITLE	MIN	MAX	Pay Grade
Library Director	9,719	10,997	36
Librarian	5,787	6,547	15
Part-time Library Substitute*	15.79/hr	17.23/hr	n/a

**Reflects WA Minimum Wage increase of 8.6%*

PARK AND RECREATION DEPARTMENT

TITLE	MIN	MAX	Pay Grade
Parks & Recreation Director	9,719	10,997	36
Aquatic & Recreation Supervisor	6,387	7,227	19

PARKS AND RECREATION CONTINUED

<i>2023 State Minimum Wage - \$15.74</i>	I	II	III	IV	V	VI
Custodian	17.31	18.18	19.09			
Recreation Aide	18.18	19.09	20.04	21.05		
Sports Official	18.18	19.09	20.04	21.05	22.10	23.21
Swim Instructor	19.09	20.04	21.05			
Senior Van Driver	19.09	20.04	21.05			
Lifeguard	20.04	21.05	22.10			

POLICE DEPARTMENT

TITLE	MIN	MAX	Pay Grade
Police Chief	11,271	12,753	43
Police Captain (2 positions)	9,962	11,272	37
Police Records Supervisor	6,547	7,408	20
Crime Analyst	6,262	7,051	18
Reserve Officer	15.74/hr	15.74/hr	n/a

PUBLIC WORKS AND UTILITIES DEPARTMENT

TITLE	MIN	MAX	Pay Grade
Public Works & Utilities Director	13,071	14,789	48
Engineering Services Manager	10,996	12,422	41
Assistant Utilities Director	10,728	12,138	40
Senior Electrical Engineer	10,211	11,553	38
Project Engineer	9,962	11,272	37
Construction Project Manager (Temp thru 2024)	9,719	10,997	36
Assistant Public Works Director	9,482	10,728	35
Assistant City Engineer/Capital Projects Manager	9,482	10,728	35
Operations Coordinator – Light	9,482	10,728	35
Gas Engineer	9,251	10,467	34
Power and Gas Manager	8,805	9,962	32
Stormwater Utility Manager	8,590	9,719	31
Transit Manager	8,590	9,719	31
Shop/Warehouse Manager	8,590	9,719	31
Civil Engineer	7,977	9,025	28
Sr. Operations Analyst	6,547	7,408	20
Sustainability Coordinator	6,387	7,227	19
Rate Analyst	6,232	7,051	18

Operations Analyst – ES	5,787	6,547	15
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All other City positions are covered by Union contracts. This resolution has no application to such positions.

Section 3. Cell Phone Stipend. The City will reimburse employees authorized to use a personal cell phone for City business, up to \$75 per month. Employees must submit a copy of their cell phone bill to HR for approval of the reimbursement and must abide by all applicable City policies.

Section 4. The amended Pay Plan Schedule is hereby adopted as hereinafter set forth. All remaining terms and conditions of Resolution Nos. 2022-42 remain in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 3rd day of April, 2023.

Mayor

Attest:

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 3, 2023

Item Title/Agenda Subject: Notice of Intent to Commence Annexation Proceedings – Parcel 946133 located at 1501 W Dolarway Road

Submitted by: Jeremy Johnston Community Development

Recommended Action or Motion:

1. Consider notice of intent to commence annexation proceedings.
2. Set annexation area as shown on the attached map.
3. Direct simultaneous adoption of zoning as provided for in this agenda report.
4. Determine whether the City shall require the assumption of all or of any portion of existing city or town indebtedness by the area to be annexed.

Background/Summary: SUMMARY: A notice of intent to commence annexation (EXHIBIT 1) was received by the Community Development Department to consider annexation of parcel 946133 located at 1501 W Dolarway Road. The notice of intent consists of signatures from the owners of the property. This is a notice of intent for one parcel with one property owner, therefore the owners' signature is 100% of the total assessed property value.

BACKGROUND: A map of the parcel proposed to be annexed is attached to this report (EXHIBIT 2). Per Chapter 35A.14 RCW, City Council is to determine the following at this initial meeting:

1. Whether the City will accept, reject, or geographically modify the proposed annexation. Acceptance does not constitute approval, but rather affirms the process of consideration will continue. Once a geographic boundary has been set at this meeting, it cannot be expanded to include additional area.
2. Whether the City shall require the simultaneous adoption of the proposed zoning for the parcel proposed to be annexed.
3. Whether the City shall require the assumption of all, or part of, existing City indebtedness by the area, if annexed.

If Council agrees to move forward with the intent to annex, the requestor then files a petition for annexation with City Council. The petition is reviewed by City staff and must be sent to the County Auditor within three days of receipt of the petition. The Auditor must then certify the petition within a reasonable amount of time.

After receipt of the Assessor's certification of the petition to annex, Council may then schedule a public hearing to formally consider and act upon the proposed annexation. A decision to approve the annexation is implemented by ordinance, which may be given first reading at the conclusion of the public hearing.

Previous Council Action: None

Analysis: The proposed parcel to be annexed is served by City utilities. The parcel is bordered by City limits on the north, west and east sides. Approval of this annexation would reduce an island of County jurisdiction; therefore, annexation of this parcel would be a logical inclusion of the City. There are two parcels currently not included in the notice of intent to annex, parcel number 936133 owned by Melvin Ringel and parcel number 266133 owned by Larry Birdwell. If the boundaries of the annexation were expanded to include these two parcels it would eliminate an island of County jurisdiction, annexation of these parcels would be a logical extension of the City. Neither property owner is interested in joining the annexation and the property value does not favor the 60% rule to force annexation. One of the adjacent parcels owned by Larry Birdwell (266133) is connected to City Utilities, however it appears this took place prior to the OUA requirement. These two parcels do not have utility extension agreements with the City of Ellensburg. Staff recommends Regional Center Mixed Use (RCMU) zoning for the parcels proposed to be annexed. These parcels are designated as Community Mixed Use in the Comprehensive Plan and are adjacent to I-L zoning to the east and west of the parcels, the RCMU zone is consistent with the Comprehensive Plan designation.

Financial Impact: No fiscal impact at this time.

Attachments:

Exhibit 1 Notice of Intention

Exhibit 2 Map of Proposed Annex Area



Notice of Intention to Annex

RECEIVED
2/10/23
COMMUNITY
DEVELOPMENT

PF-04
FORM

Community Development Department

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

P23-018

NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Ellensburg, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Ellensburg is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the Community Development Department for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Information regarding real property for which annexation is sought:

1501 W Dolarway Road	Ellensburg, WA 98926
<i>(Street address of property)</i>	<i>(City, State, Zip Code)</i>
946133	17.67
<i>(Parcel Number)</i>	<i>(Acreage)</i>
ACRES 17.67, CD. 8959; SEC. 34; TWP. 18; RGE. 18; SW1/4 SE1/4 TAX NO. 24	
<i>(Legal)</i>	

Respectfully submitted:

	Solar Dolar, LLC - Joel Greear
<i>(Signature of Initiator of Annexation)</i>	<i>(Printed Name of Initiator of Annexation)</i>
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
<i>(Petitioner's Address)</i>	<i>(City, State, Zip Code)</i>
509-899-7371	12/27/2022
<i>(Phone number)</i>	<i>(Date Signed)</i>

**** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.**

**** Provide a location map identifying the area you are requesting to be annexed.**

	Solar Dolar, LLC - Joel Greear
(Signature of Petitioner)	(Printed Name of Petitioner)
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)
509-899-7371	12/27/2022
(Phone number)	(Date Signed)
	Solar Dolar, LLC - Jeff Greear
(Signature of Petitioner)	(Printed Name of Petitioner)
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)
509-607-3235	12/27/2022
(Phone number)	(Date Signed)
	Solar Dolar, LLC - Aaron Greear
(Signature of Petitioner)	(Printed Name of Petitioner)
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)
509-929-3980	12/27/2022
(Phone number)	(Date Signed)
(Signature of Petitioner)	(Printed Name of Petitioner)
(Petitioner's Address)	(City, State, Zip Code)
(Phone number)	(Date Signed)
(Signature of Petitioner)	(Printed Name of Petitioner)
(Petitioner's Address)	(City, State, Zip Code)
(Phone number)	(Date Signed)

EXHIBIT 2





MANAGER'S REPORT

DATE: April 3, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Tree City USA Anniversary Celebration

The City of Ellensburg will be celebrating 40 years as a Tree City USA on Saturday, April 22, 2023, from 10:00 a.m. – 1:00 p.m. at Irene Rinehart Riverfront Park. Festivities will include a ceremonial tree planting, a nature scavenger hunt, and a sapling giveaway. All are invited to attend.

2. Public Hearing Rescheduled to April 17 Meeting

The public hearing for the Calvary Church Outside Utility Extension Agreement (Kittitas County parcel numbers 06473 and 194734), originally set for tonight, has been rescheduled to the April 17, 2023 Council meeting.

3. State Transportation Commission Meeting in Ellensburg on April 18-19

The Washington State Transportation Commission will be holding their upcoming meeting in Ellensburg on April 18-19 in the Council Chambers at City Hall. This presents an opportunity to speak to the Commissioners about recent transportation related successes as well as any challenges. These meetings form the basis of the Commission's priorities that are delivered to the Governor and Legislature each session. Public comment on April 19 is encouraged. The agenda as well as additional information can be found at [Meeting Agenda – April 18-19, 2023 – Washington State Transportation Commission](#).



Come join us as we
celebrate 40 years
of being a "Tree
City USA," the
oldest in the state.

Saturday, April 22
10 a.m. - 1 p.m.
Irene Rinehart Riverfront Park

- Ceremonial Tree Planting & Dedication 10:15 a.m.
- Scavenger Hunt & Raffle
- Seedling Giveaway
- Drain Rangers Giveaway
- The Corn Dog Company Food Truck

Belonging In The Burg: Building Bridges Together

Join a community-building conversation about belonging in Ellensburg, using the World Cafe discussion model.

Saturday, April 8 from 2-5 p.m.

Hal Holmes Community Center, 209 N. Ruby St.

Free to participate. Includes refreshments & snacks.

Spanish interpretation available.



Scan to RSVP



The goal for the event is to connect a diverse group of residents for a meaningful conversation about belonging.

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you by:**



Perteneciendo en el Burg Construyendo Puentes Juntos

Únase a una conversación de creación de comunidad sobre la pertenencia en Ellensburg, usando el modelo de discusión World Cafe.

Sábado, Abril 8 de 2-5 p.m.

En el Hal Holmes Community Center, 209 N. Ruby St.
Participación gratis. Incluye refrescos y botana.
Interpretación en español disponible.



Escanea
para RSVP



El objetivo del evento es conectar a un grupo diverso de residentes para una significativa conversación sobre pertenencia.

**Traído a
usted por:**

