CITY COUNCIL AGENDA

October 7, 2024

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

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_R0PyrEfOTaiMfY1i7C0G8g

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 ADAcoordinator@ellensburgwa.gov.

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

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

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

SUBMISSION OF WRITTEN COMMENTS

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

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

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

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A Public Natural Gas and Power Week 6

2.B National Disability Employment Awareness Month 7

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)
Items listed below have been distributed to Councilmembers in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.

5.A Approve Minutes of September 16, 2024 Regular Meeting 8

5.B Approve Minutes of September 25, 2024 Special Meeting 13

5.C Acknowledge Minutes of Boards and Commissions 14

5.D Purchase of New Six Yard Dump Truck 34

5.E Approve October 7, 2024 Voucher Listing 35

6. Petitions, Protests, and Communications

6.A Board and Commission Reappointment 36

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

8.A Closed Record Hearing for Rezone Application P24-035, from Residential Suburban (R-S) to Residential High (R-H) Zoning, Submitted by Matt Stalder Representing Property Owners, and First Reading of Ordinance 4945 (Limited

Public Comment) 41

8.B Public Hearing to Consider 2024 Annual Comprehensive Plan Amendments - First Reading of Ordinance 4946 (Public Comment Opportunity) 161

9. Introduction and Adoption of Ordinances and Resolutions

9.A Second Reading of Ordinance 4944 - Repealing Ordinance 3895 and Dissolving the EBDA-CenterFuse (Public Comment Opportunity) 260

10. Unfinished Business

11. New Business

11.A Arts Commission Recommendation for Unity Park Call for Artist for New Permanent Artwork for Unity Park (Public Comment Opportunity) 271

11.B Settlement of Insurance Claim for Total Loss of Ellensburg Racquet and Recreation Center (Public Comment Opportunity) 273

11.C Fieldhouse Contract with Absher/Helix (Public Comment Opportunity) 275

11.D 2025 Proposed Revenue Sources (Public Comment Opportunity) 437

12. Miscellaneous

12.A Manager's Report (No Public Comment) 454

12.B Councilmembers' Reports (No Public Comment)

13. Executive Session

13.A Per RCW 42.30.140(4)(a), To review collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

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

14. Adjournment

City of Ellensburg

PROCLAMATION

Public Natural Gas and Power Week

October 6-12, 2024

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

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

Whereas, the City's natural gas and electric utilities are managed in a transparent, dependable, trustworthy, and businesslike manner;

Now, therefore, be it further resolved that the City Council of Ellensburg does hereby proclaim October 6-12, 2024, as "Public Natural Gas and Power Week" and expresses its appreciation for the volunteers serving on the Utility Advisory Committee and all City employees that contribute to the continuing success of the natural gas and electric utilities.

Signed this 7th day of October, 2024.

Rich Elliott, Mayor

Attest: _____

City Clerk

City of Ellensburg

PROCLAMATION

National Disability Employment Awareness Month
October 2024
Access to Good Jobs for All

Whereas, National Disability Employment Awareness Month is observed annually and sponsored by the U.S. Department of Labor through its Office of Disability Employment Policy; and

Whereas, the U.S. Department of Labor's Office of Disability Employment Policy chose a theme of "Access to Good Jobs for All"; and

Whereas, this theme recognizes and celebrates the passage of the Rehabilitation Act a half-century ago, the first federal legislation to address access and equity for people with disabilities; and

Whereas, we recognize that people with a disability are of all racial, ethnic, educational, social, and economic backgrounds, and all are valued members of our community; and

Whereas, workplaces that welcome the talents of all people, including people with disabilities, are a critical part of Ellensburg's efforts to build an inclusive community with a strong economy; and

Whereas, people with disabilities are an irreplaceable resource, and we cannot morally or financially afford to lose the contributions that people with disabilities bring to the workplace and to mainstream community life; and

Whereas, the Ellensburg City Council encourages employers to expand accommodations for their current and future employees and ensure all Ellensburg residents can realize the promise of equity in the workplace.

Now, Therefore, I, Rich Elliott, Mayor of the City of Ellensburg, on behalf of the City Council, do hereby proclaim October 2024 as National Disability Employment Awareness Month.

Signed this 7th day of October, 2024.

Rich Elliott, Mayor

Attest: Beth Leader
City Clerk

CITY OF ELLENSBURG **Minutes of City Council, Regular Meeting**

Date of Meeting **September 16, 2024**

Time of Meeting **7:00 PM**

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

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Miller.

1. Call to Order and Roll Call
Roll Call Present: Sarah Beauchamp, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Absent: Rich Elliott (excused)

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Planning Manager Johnston, Arts & Economic Development Manager Vandenberg and approximately ten members of the public

Others present remotely via Zoom: five members of the public

2. Proclamations

2.A Support Your Local Chamber of Commerce Day
Councilmember Thompson read the proclamation.

2.B HispanicLatinX Heritage Month, 2024
Alondra Gomez Licea was present to read the proclamation in Spanish.
Hanna Fredeen was present to read the proclamation in English.

3. Awards and Recognitions

4. Approval of Agenda
A University Way banner request was requested to be added to the Consent Agenda as item 5H.

Councilmember Palmer moved to approve the Agenda as amended. **Motion Approved 6-0**

5. Consent Agenda

5.A Approve Minutes of September 3, 2024 Regular Meeting

5.B Approve Minutes of September 3, 2024 Study Session

5.C Acknowledge Minutes of Boards and Commissions

5.D Acknowledge Appointment of Mike Davis to LEOFF 1 Disability Board

5.E Accept the Resignation of Zane Kanyer from the Landmarks & Design Commission.

5.F Award Bid Call 2024-17 Distribution Transformers to General Pacific Inc.

5.G Approve September 16, 2024 Voucher Listing

5.H Approve University Way Banner Request from Kittitas County 4-H

Councilmember Palmer moved to approve the Consent Agenda as amended. **Motion Approved 6-0**

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

8.A Closed record hearing to consider adoption of Resolution 2024-26, approving the Pierce Preliminary Plat (File # P23-115) (Limited Public Testimony)
Mayor Pro Tem Lillquist opened the public hearing. The Mayor Pro Tem asked the standard questions regarding appearance of fairness and conflict of interest. There were no appearance of fairness, ex parte contacts or conflicts of interest disclosed by the Mayor Pro Tem or the Councilmembers. Jeremy Johnston, Planning Manager, presented information in the staff report. Council asked questions of staff.

With no public testimony offered and no further questions by Council, Mayor Pro Tem Lillquist closed the public hearing.

Councilmember Palmer moved to adopt Resolution 2024-26 approving the Pierce Preliminary Plat and incorporating the Hearing Examiner's revised August 27, 2024 Recommended Findings of Fact, Conclusion of Law, Decision and Conditions of Approval, removing condition #13 and adding two additional conditions as recommended by staff. **Motion Approved 6-0**

8.B Public Hearing (Legislative) for First Reading of Ordinance 4944, to repeal Ordinance 3895, Codified as Chapter 1.62 of the Ellensburg City Code, Dissolving the Ellensburg Business

Development Authority (EBDA), dba CenterFuse
Mayor Pro Tem Lillquist opened the public hearing. Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Johnny Graf, commented on his and his partner, Phil Backlund's, facilitation with the merger
Phil Backlund commented regarding the collaboration of the entities involved

With no further public testimony and no questions by the Council, Mayor Pro Tem Lillquist closed the public hearing.

Councilmember Miller moved to conduct first reading of Ordinance 4944, repealing Ordinance 3895, codified in Ellensburg City Code (ECC) Chapter 1.62, dissolving the Ellensburg Business Development Authority, dba CenterFuse. **Motion Approved 6-0**

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A Interlocal Agreement Between the City of Ellensburg, Kittitas County, and Central Washington University for Economic Development Property Exchanges (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Andrew Morse, representing CWU, spoke in favor of the Interlocal agreement
Cory Wright, Kittitas County Commissioner, spoke in favor of the interlocal agreement
Pat Kelleher, County resident, spoke regarding the interlocal agreement

Council asked questions of staff.

Councilmember Goodloe moved to authorize the Mayor to sign the Interlocal Agreement between the City of Ellensburg, Kittitas County, and Central Washington University for economic development real property exchanges and authorize the City Manager to take necessary actions to complete property transfers and approve the necessary budget adjustments. **Motion Approved 5-0** *(Palmer abstained)*

11.B Agreement Between City and Kittitas County Chamber of

Commerce Relating to Disposition of EBDA Assets, Grants, and Services (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Amy McGuffin, Kittitas County Chamber of Commerce CEO, spoke in favor of the agreement

Councilmember Palmer moved to authorize the City Manager to sign the Agreement Between the City Of Ellensburg and Kittitas County Chamber of Commerce for transfer of Ellensburg Business Development Authority Assets and Services and authorize the City Manager to complete necessary disposition activities. **Motion Approved 6-0**

12. Miscellaneous

12.A Manager's Report (No Public Comment)
The City Manager reviewed the report. The Mayor Pro Tem's signature was requested on a City letter of support, included on the dais, to support HopeSource with a Washington Consolidated Grant application.

Councilmember Miller moved for approval of Mayor Pro Tem Lillquist's signature on the letter of support for HopeSource. **Motion Approved 6-0**

A special council meeting will be scheduled for September 25, 2024 starting at 4:15 pm to tour FISH and APOYO food banks.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Thompson reported on Parks & Recreation review of grant applications
- Councilmember Palmer reported on the Steer I-90 meeting
- Councilmember Miller reported on the Arts Commission review of Unity Park Artwork
- Councilmember Goodloe attended the Happy Feet Academy grand opening, AWC DEI cabinet meeting and the City DEI retreat
- Councilmember Beauchamp reported on Lodging Tax grant application review and requested an excused absence at the October 7th meeting

Councilmember Miller moved to approve an excused absence for Councilmember Beauchamp at the October 7, 2024 meeting. **Motion Approved 6-0**

- Mayor Pro Tem Lillquist attended the City audit exit review, County Airport Advisory Committee, spoke at the State Association of Manufactured Homeowners at Rosewood, Happy Feet Academy grand opening, and spoke about the offering of audio books from the Public Library

13. Executive Session

14. Adjournment
Meeting adjourned at 8:40 pm

_____
Mayor

ATTEST: _____
City Clerk

CITY OF ELLENSBURG — **Minutes of City Council, Special Meeting**

Date of Meeting — **September 25, 2024**

Time of Meeting — **4:15 PM**

Place of Meeting — **FISH and APOYO Food Banks**
Ellensburg, WA 98926

Councilmembers Present: Sarah Beauchamp, Nancy Goodloe, David Miller and Delano Palmer

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner and no members of the public

A 4:15 – 5:00 pm Informational tour led by FISH Executive Director Peggy Morache

B 5:15 – 6:00 pm Informational tour led by APOYO Executive Director Stephanie Wickstrom

14. Adjournment
The meeting adjourned at 6:00 pm

_____
Mayor

ATTEST: _____
City Clerk

CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting	**August 7, 2024**
Time of Meeting	**4:30 PM**
Place of Meeting	**Council Chambers** **501 North Anderson Street** **Ellensburg, WA 98926** **And remotely via Zoom:** **https://us02web.zoom.us/j/83984481298?pwd=K3RsQ3RtUzRVdm50ZW45Z2hnZlhmZz09** **Meeting ID: 839 8448 1298** **Passcode: 500777**

1. Call to Order and Roll Call of Members

The meeting was called to order by Commissioner Bedsaul at 4:30 p.m.

Present: Courtney Garzone, Peter Stone, Dan Witkowski, John Perrie, Delano Palmer, Sarah Bedsaul, Kim Funston
Absent:
Others Present: Lily Frey-Housing & Grants Administrator; Kathy Boots-Planning Technician; Dan Carlson-Community Development Director; Jeremy Johnston-Planning Manager; Jennifer Ellis, David Sturgell

2. Approval of Agenda

Commissioner Garzone motioned to approve the agenda. Motion passed 7-0.

3. Approval of Minutes

3.A June 5, 2024 minutes
Commissioner Garzone motioned to approve the minutes from June 5, 2024. Motion passed 7-0.

3.B July 11, 2024 Joint Study Session with Planning Commission
Commissioner Garzone motioned to approve the minutes from July 11, 2024. Motion passed 7-0.

4. New Business

4.A Presentation from Housing Authority of Kittitas County - Jennifer Ellis and Katie Haggin

Ellis explained their housing around Kittitas County. The programs utilized include low income tax credits and section 8 project-based vouchers. Alder Terrace has 26 units set aside for the homeless. She reviewed income restrictions, utility allowance, and deposits. A few of the many reporting requirements were explained along with AMI for the sites. Alder Terrace has units that are between 30-60% AMI while the RAD (other six sites) are at 60% AMI. The low income tax program is funded by investors that require regular reporting. The wait for units depending on the number of bedrooms ranges from two to five years. There are vouchers available, but there is a limited amount issued for Kittitas County. The Commission may make a presentation to the Housing Authority board.

5. Unfinished Business
None

6. Citizen Comment
None

7. Staff Update/Discussion Items

7.A Coordinating Low Income Planning (CLIHP) grant / homeless planning update
A five-year homeless plan is being created. A survey has started and fliers have been created.

7.B First & Pine update
The City Council approved a letter of intent for Inversion Design and now the attorneys are drafting an agreement that has a January 15, 2025, deadline.

7.C Draft calendar for remaining 2024 meetings
The draft calendar was reviewed. The September meeting has been moved from September 4th to September 18th. Staff member Frey is working on getting presenters scheduled and a housing action plan.

A site visit is planned for Frey and Habitat for Humanity to the Catherine property to look at wetland with the Department of Ecology.

Frey reviewed the Inversion Design tour. The members saw good quality and durability.

8. Commission Representative Update
Commissioner Stone read an article about converting commercial buildings to residences. The link will be sent out by staff.

There has been no contract from Motel 6 regarding permitting.

9. Adjournment
The meeting was adjourned at 5:37 p.m.

CITY OF ELLENSBURG **Minutes of Arts Commission, Regular Meeting**

Date of Meeting **August 8, 2024**

Time of Meeting **4:00 PM**

Place of Meeting **Council Conference Room, City Hall**

1. Call to Order and Roll Call of Members

Start time:

1.A Chair Eyre, Commissioner Marchand, Commissioner Dougherty, Commissioner Oostra, Commissioner Snedeker, Commissioner Scheffer, Commissioner Kooser, David Miller, Council Representative, and Kelle Vandenberg, City staff.

Absent:

Guest: John Michel, Monica Miller

2. Approval of Agenda

Motion to approve amended August 8, 2024, Arts Commission meeting agenda as requested by Commissioner Dougherty, adding item 5.F under New Business, Production/Event Safety Forum.
By: Commissioner Snedeker
Seconded: Commissioner Scheffer
In Favor: All
Opposed: None
Abstain: None
Motion Carries

3. Approval of Minutes

Motion to approve June 13, 2024, Arts Commission meeting minutes as presented.
By: Commissioner Kooser
Seconded: Commissioner Marchand
In Favor: All
Opposed: None
Abstain: None
Motion Carries

4. Budget/Financial Report

4.A YTD 2024 Arts Commission Budget Update-staff reviewed budget update with commission.

4.B Update on 2025 Spending Plan-staff reviewed some options for potential changes to the 2025 budget that could utilize unused grant monies. Commissioners prefer to continue to have unused grant funding rollover year/year to Arts Commission reserve funding, provided we are certain that reserved funding can be requested for use for grant funding if needed. Staff will research if reserve funding is currently only able to be utilized for public art and what the parameters for use are. Also, to research what do the other commissions do.

4.C Reallocation of Unused Funding—Specific to Creative District
Creative District grant funding is restricted funding and does not rollover to reserve funds.

4.D 25th Anniversary First Friday Art Walk Expenditure Request
Artwalk Subcommittee gave update on planning for the 25th Anniversary celebration planned for Friday, October 4, 2024, in conjunction with the Grand Opening of Unity Park. Both events will be the kick-off event for the Ellensburg Creative District.

Motion to approve a total of $3000, from Arts Commission budget be used to assist with event planning for the 25th Anniversary of the First Friday Art Walk with $1500 allocated from Creative District line item to support the event.
By: Commissioner Scheffer
Seconded: Commissioner Eyre
In Favor: All
Opposed: None
Abstain: None
Motion Carries

5. **New Business**

5.A Presentation/Review of Requested Changes to Carrie Michel Kairos Lunch Concerts 2024 Project Grant Application.

John Michel presented on behalf of this project to discuss the changes. Six of the lunch concerts were complete prior to the close of 2023, however unable to utilize funding for 2023 year. Awardee unable to continue the concerts in 2024 due to health concerns. Would like to repurpose the funding for an artist fee for guest artists for October concert and adjudicating on campus. Commissioners discussed the merits of this request and the positive impact for the public to participate.

Motion: To approve the reallocation of the $1,000 for Kairos Lunch Concert to utilize the awarded 2024 project funding in support of artist funding for upcoming concert in October.
By: Commissioner Scheffer
Seconded: Commissioner Eyre

In Favor: All
Opposed: None
Abstain: None
Motion Carries

5.B Change Request from Gallery One to the 2024 Project Grant Application

Monica Miller, Gallery One, proposed to utilize the $2500 grant to support screen printing studio at The Ink. Currently the only screen-printing studio in region for artists to use. A presentation regarding proposed usage, and an update on the progress at The Ink—the incubator for creativity, was given.

Commission discussed the revision request, including a demonstration of the screen-printing studio capabilities at the 25th Anniversary of First Friday Art Walk.

Motion: To approve the reallocation of the $2500.00 for Gallery One/The Ink to utilize the awarded 2024 project funding to support the operation of the screen-printing studio.
By: Commissioner Scheffer
Seconded: Commissioner Dougherty
All in favor:
Opposed: None
Abstain: Commissioner Kooser
Motion Carries

5.C Nuwave Gallery Mural Adjustment Review—Due to City Ordinance

Erin Oostra reviewed the adjustments needed to change the initial mural design into a sign to comply with current City ordinance *ECC15.720.030(D)(5)*

Motion: To approve the adjustment to Nuwave Gallery 2024 project grant mural artwork, therefore changing the mural to a sign for the Ellensburg Creative District.
By: Commissioner Snedeker
Seconded: Commissioner Marchand
In Favor: All
Opposed: None
Abstain: None
Motion Carries

5.D Unity Park Call for Artist RFQ Update

Staff gave updates on number of submissions, process, and next steps.

5.E Poet Laureate Selection Update

Staff gave updates on selection process. Commissioners discussed further engagement.

5.F Production/Event Safety Forum

Commissioner Dougherty would like to schedule an open forum to invite all the community event producers, Fire Marshall, etc. to learn about Entertainment Services Technology Program. There is a growing concern for safety during public events. Dougherty is seeking commission permission to hold this forum. Suggested place to hold forum, City Hall, Council Chambers. Staff will confirm availability of chambers for such a purpose and look at available dates the chamber is open.

Motion: To approve Commissioner Dougherty's request to hold a Production/Event Safety Forum.
By: Commissioner Eyre
Seconded: Commissioner Scheffer
In Favor: All
Opposed: None
Abstain: None
Motion Carries

6. Unfinished Business

6.A Art Walk Map Updates:

- Commissioner Oostra is requesting $300.00 for printing the maps for the 25th Anniversary.
- Map needs one more round of edits due prior to printing.

Motion: To approve utilizing $300.00 for the printing of the updated Art Walk Map for use during the 25th Anniversary celebration in October.
By: Commissioner Eyre
Second: Commissioner Marchand
In Favor: All
Opposed: None
Abstain: None
Motion Carries

6.B Arts Commission Retreat
Discussion of need for retreat and timing. Staff will send out a poll with potential dates for a retreat in November.

6.C Art Treasure Award and Contract
Discussion of scope of work for Art Treasure stipend and recap of request from current Art Treasure Julie Prather. Commissioner Eyre will discuss Art Treasure and bring back final decision to commission.

6.D 2024 Project Grant Updates
Staff updated commission on status of each of the 2024 Project Grants.

7. Subcommittee Business

7.A

1. Ellensburg Arts & Cultural Alliance: Alex/Jeff/Staff
2. Funding: Jerry/Jill-Nothing to report
3. Public Art: Alex/Jerry-Nothing to report
4. Advocacy/Public Relations: Brian/Jeff
5. Art Walk: Jill/Erin (see above)

8. Citizen Comment

There was no citizen comment at this time.

9. Staff Updates/Discussion Items

9.A See Staff Report in the Agenda Packet

10. Council Representative Update

There was no council representative update

11. Adjournment

Time: 5:45 pm

CITY OF ELLENSBURG **Minutes of Environmental Commission, Regular Meeting**

Date of Meeting **August 21, 2024**

Time of Meeting **5:15 PM**

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

1. Call to Order and Roll Call of Members

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

Present: Jean Marie Linhart, Jess Black, Raven Harlin, Kristine Steinkoenig, Christina Wollman
Absent: Brenda Devore
Others Present; Laura Wilson-Planner, Kathy Boots-Planning Technician, Nichole Baker-Sustainability & Energy Coordinator; Nancy Lilquist-City Council Liaison; Madison Wilson; Bobby Higginbotham; Dan Carlson-Director; Heidi Behrends Cerniwey-City Manager

Commissioner Steinkoenig motioned to excuse the absence of Brenda Devore. Motion passed 5-0.

2. Approval of Agenda

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

3. Approval of Minutes

3.A Approval of June 12, 2024 Regular Meeting Minutes
Commissioner Linhart motioned to approve the minutes from the June 12, 2024, regular meeting. Motion passed 5-0.

4. New Business

4.A Chapter 1.60 Environmental Commission Draft Code Revisions
The City Manager, Heidi Behrends Cerniwey reviewed draft changes to Chapter 1.60 Environmental Commission City Code. Cerniwey would like the Environmental Commission to be advisory on policies of the City. The Commission will be presented with sustainability actions from the City. Complete streets (transportation) will become part of the Commission's work. The group talked about the high school non-voting member. This will remain the same and staff will reach out to the high school. Discussion about whether City Council members should remain a liaison or voting member and the Commission would like them to remain a liaison. The city will be moving toward "cleaner" energy buildings. The Commission will assist in determining clean

energy priorities, grants, and water conservation. A recommendation to move forward the draft changes of Chapter 1.60 Environmental Commission City Code to City Council was made by the Commission.

5. Unfinished Business
None

6. Citizen Comment
Madison Wilson and Bobby Higginbotham introduced themselves and why they are interested in the Environmental Commission's open commission seat.

7. Bicycle Advisory

7.A Review of Gold-Platinum Bicycle Friendly Communities
Nancy Lillquist asked for volunteers to look at specific gold-platinum bicycle-friendly communities and determine how Ellensburg could raise its scores.

7.B Water Street Bike Lanes
Josh Mattson Assistant City engineer, was unable to attend the meeting. The members discussed several possibilities to increase the safety of bikers on Water Street. Educating the public is a key piece to increasing safety. The Commission would like Mattson to come to a future meeting with possible options to increase safety.

8. Staff Update/Discussion Items

8.A Waste Management Recycling Event
Nichole Baker stated that they have contacted waste management about doing a recycling event. Waste management is looking into it.

8.B State Home Electrification & Appliance Rebate (HEAR) Program update
The city has received the grant and is working on a contract for small businesses, low income, and medium income customers. The customers will have the option of upgrading appliances. Depending on the contract, the city will pay a certain amount of the cost. Public Works will hire a consultant for any cultural ground disturbing concerns or buildings over 45 years old to remain preserved. Hopesource was granted the contract to run the low income program and an agreement is close to being finalized, and then it will go to City Council for approval. The applications will be accepted through May 2025. Members were concerned there were enough installers available and equipment available.

9. Adjournment
The meeting was adjourned at 6:29 pm.

CITY OF ELLENSBURG
Date of Meeting:
Time of Meeting:
Place of Meeting:

LIBRARY BOARD
July 9, 2024
4:30 p.m.
Council Conference Room

Mary James, Chair, term expires December 31, 2027
Vikki Carpenter, Co-Chair, term expires December 31, 2028
Loretta Gray, Secretary, term expires December 31, 2027
Marty Blackson, term expires December 31, 2027
Andreina Delgado, term expires December 31, 2028
Melina Meador, term expires December 31, 2024
Richard Moreno, term expires December 31, 2026

I. CALL TO ORDER

James called the meeting to order at 4:35 p.m.

II. ATTENDANCE

PRESENT: Vikki Carpenter Andreina Delgado, Mary James, Rich Moreno
COUNCIL LIASON: Sarah Beauchamp (absent)
ABSENT: Marty Blackson, Loretta Gray, Melina Meador
STAFF: Josephine Camarillo, Sue Hart

III. APPROVAL OF AGENDA

Motion made by Moreno to approve the agenda, motion seconded, **motion approved**.
Motion passed 4-0.

IV. APPROVAL OF MINUTES

Motion made by Moreno to approve June 2024 minutes, motion seconded, **motion approved**.
Motion passed 4-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

No correspondence or citizen comments

VI. REPORTS

A. Director Report

(1) New facility assistant Sharona Klahn effective 7/16/2024; Ken Paschen, Circulation Supervisor has returned from medical leave.
(2) Adult services are in full swing; good attendance. They have done things like journal making, and D&D Jamboree. 190 attendees at the five programs offered.
(3) Two new hotspots were added for a total of five.
(4) Technical Services 373 physical items added, and 117 items deleted. Richard asked if deleted items go to the Friends of the Library, and they do.
(5) Kids kick off was a huge success with lots of people until 7:30 p.m. Around the World Culture also had a large attendance. Storytime in the park is connected with FISH free lunch program. The next goal is a neurodivergent story time which will be from 9:30 to 10:00, when the library opens.

This program will include interactive stories, tactile and other sensory options, fidget toys, headphones, story time for the visually impaired.

B. Budget Report: 2025-2026 budget proposals are being prepared. Camarillo will request increases in operations budgets for materials, books, and databases. Will request increase in hours for part-time from 18 to 20 weekly hours, and additional overtime hours needed especially for staffing the heating and cooling center services provided in the Hal Holmes Center.

C. Friends of the Library Report: No meeting in June. No report

VII. UNFINISHED BUSINESS

A. Birthday party January 24, 2025. Meador is consulting with her band about playing. Moreno is developing ideas for creating community interest and enthusiasm. Delgado will do posters. Library staff will create displays. James noted that at the September meeting, it will be time to develop an action plan.

VIII. NEW BUSINESS

A. The Library Board Advocacy Discussion
James shared a diagram prepared by Director Camarillo on Library/Hal Holmes for a city supervisors retreat. Topics included space, relevance, functionality, public awareness, and connection. James opened the discussion by inviting Camarillo and Hart to talk about space. Hart spoke about the need for a dedicated space for Storytime, more bathrooms, and activity space for families. Camarillo noted to meet this need an addition to the Library building would be required. No formal proposal has been created, but we do need to do a feasibility study. James asked how such a project is funded. Camarillo explained that we would need to fund raise. Moreno and Delgado suggested targeting audiences with social media, doing testimonials about the library, etc. to increase advocacy awareness. James commented that the Library staff's creative programing is also excellent outreach that creates support in the community.

B. Cooling center on Friday had three people, Saturday one person Sunday, two people.

C. Nancy Jurenka bequeathed monies for Youth Department.

IX. UPCOMING PROGRAMS/EVENTS

X. UNSCHEDULED BUSINESS

Need to look for additional Library Board Members

XI. NEXT MEETING

Tuesday, September 10, at City Hall

XII. ADJOURNMENT

With no further discussion, the meeting was adjourned by James at 5:18 p.m.

Respectfully submitted,
Vikki Carpenter and Mary James

CITY OF ELLENSBURG **Minutes of Lodging Tax Advisory Committee, Regular Meeting**
Date of Meeting **July 3, 2024**
Time of Meeting **2:00 PM**
Place of Meeting **Council Conference Room 501 North Anderson Street**
Ellensburg, WA 98926
And remotely via Zoom

1. Call to Order and Roll Call

1.A Roll Call Present: Janie Zencak, Sarah Beauchamp, Carmen Wiggins, Steve Townsend,
Absent: Lacie Dawson, Marie Smith, Gemma Fortier

Guests: Matt Anderson, Amy McGuffin, Kittitas County Chamber of Commerce

2. Approval of Agenda

2.A Motion: Move to approve the July 3, 2024, Lodging Tax Advisory Committee Agenda.
By: Steve Townsend
Seconded by: Janie Zencak
All in Favor: Janie Zencak, Sarah Beauchamp, Carmen Wiggins, Steven Townsend
Opposed: None
Abstained: None
Motion carries

3. Approval of Minutes

3.A Approval of May 3, 2024, Lodging Tax Advisory Committee meeting minutes.
Motion: Move to approve May 3, 2024, Lodging Tax Advisory Committee meeting minutes.
By: Janie Zencak
Seconded: Carmen Wiggins
All in Favor: All
Opposed: None
Abstained: None
Motion Carries

3. CLTAC Update

3.A Update of County Lodging Tax Advisory Committee by Marie Smith, LTAC member
No report given.

4. New Business

4.A Overview of Upcoming LTAC Responsibilities and Timelines

Matt Anderson was invited to present an overview of the Consolidated Lodging Tax Fund.
CLTAC will meet one more time to finalize the dates and then the application process will open up.
Resource for learning more about CLTAC
Kittitas County | Consolidated Lodging Tax Grant Application Guide

The Chamber will host two workshops for anyone interested in applying for LTAC funding. Additionally, there is a video of the workshop as well available, staff will forward link to committee members.

At the September LTAC meeting, committee members will discuss further and practice the process with a 'mock' event facilitated by Matt Anderson, Kittitas County Chamber of Commerce.

There was discussion on process, best practices, and experience from past years.

Staff will let the committee know when the workshop dates are announced and share them with the committee. Staff will also attendee the workshop and watch the online workshop.

The Chamber has offered to give CLTAC/LTAC baseline statistical data for number of room nights available, averages, etc. for educational comparatives. The Chamber will supply this information to LTAC.

4.B Revision of LTAC Meeting Dates and Times

To prepare and fulfill the upcoming Consolidated Lodging Tax Fund scoring and selection process, LTAC committee discussed a revision to the schedule for September to December

LTAC will meet monthly from September to December. Also will move the Sept. meeting to September 11th rather than September 4th.

Motion: Move to approve the change to monthly meetings from every other month to every month from September through December, with September's meeting taking place on the second Wednesday of the month, September 11, 2024 at 2:00 pm.
By: Janie Zencak
Seconded: Steve Townsend
All in favor: Sarah Beauchamp, Carmen Wiggins, Janie Zencak, Steve Townsend
Opposed: None
Abstained: None
Motion Carries

5. Kittitas County Chamber of Commerce Updates

Matt Anderson updated LTAC members regarding micro grants, recent events, hospitality networking and hotelier feedback from sporting events. June was the first wine tour with Little Hopper. Two new wineries are coming into Ellensburg.

Amy gave statistical social media updates with myellensburg.com.

Top search queries. Blue agate is the top queried subject. Mission/experience driven searches. Barn quilts also had a large following. Update from KCCoC included plans to develop an Agate Tour with Nick Zentner of Nick on the Rocks and to add GIS services to the Barn Quilt tour adding a layer of interactive informational services for people to experience.

6. Budget Update

6.A Revenue and Expense Update
Staff reviewed current numbers with the committee.
Committee asked to see a 10-year view of the budget so it is easier to read and review.

7. Citizen Comment

There was no citizen comment

6. Adjournment

With no further business, the meeting was adjourned at 2:57 pm.

Respectfully Submitted,
Kelle Vandenberg
Drafted: 07/03/24
Approved By: Lodging Tax Advisory Committee

Parks & Recreation Advisory Commission
Meeting Minutes – April 10, 2024

DATE OF MEETING:	April 10, 2024
MEMBERS PRESENT:	Nikki Pollock, Frana Milan, Nick Zentner, Casey Fiske (remote), Marion Elliot, Jackie Adams, Council Liaisons Beauchamp and Thompson, AAC Liaison Ledbetter
OTHERS PRESENT:	Parks & Recreation Director Case, 1 member of the public
LOCATION:	Meeting was held in the Council Conference Room and Remotely

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

MEETING MINUTES – Minutes from the March 13, 2024 meeting were approved pending clarification on the vote taken by the Commission on the request to work with the County on completing a geotechnical report on the hillside above fairgrounds.

CITIZEN COMMENTS ON NON-AGENDA ITEMS – Community member Katie Nolen requested that the Rotary Park front gate be open by 7am every day. Ms. Nolen stated that there is a group that uses the off-leash dog park every morning and that walking from the park entry off 5th Avenue to the dog park can be difficult. Over the winter months the front gate is open and it's easier to access the park. Staff explained why the front park gate is open in the winter and closed daily late March – end of October.

NEW BUSINESS
Request to Formally Name Ponds at Irene Rinehart Riverfront Park (IRRP) 'Carey Lakes'- The Commission heard a request from Becky Cronin, the granddaughter of Dr. Roy T. Carey, to name the ponds at IRRP Carey Lakes.

Ms. Cronin shared with the Commission that her grandfather, Dr. Roy T. Carey, was a resident and business owner in Kittitas County. He owned a veterinary practice in Seattle, Rainer Veterinary Hospital. When he wasn't at the hospital, his time was devoted to his ranch in Kittitas County. When a portion of his ranch was subject to eminent domain for the construction of Interstate 90, a small plat became logistically unusable for the ranch. In 1975, he donated and deeded this parcel to the City of Ellensburg. This is the property where Carey Lakes now resides at Irene Rinehart Riverfront Park.

The family of Dr. Roy T. Carey respectfully petitions the Commission to consider formally naming these lakes, or the donated plat, Carey Lakes. The Commission made a motion and seconded to place signage within Irene Rinehart Riverfront identifying the ponds as 'Carey Lakes'. All in favor.

OLD BUSINESS
Fieldhouse Design Update – Staff provided schematic renderings of the fieldhouse and talked through the alterative bid delivery method and the process the city is required to go through when building a project this way.

Unity Park Update – Staff provided the Commission with a Unity Park project update. Work on the park started late February. City staff and contractors are communicating with downtown business owners through the Ellensburg Downtown Association regarding alley closures and the construction schedule. So far, we have not received any complaints from the downtown businesses.

ITEMS FOR MAY8, 2024 MEETING

Meeting date is being changed to May 15, 2024 due to staff being out of town on May 8th
Boards & Commission Training

STAFF REPORTS

1.Staff gave a summary of the Unity Park groundbreaking ceremony that took place March 30, 2024. 2. The Reed Park master plan was unanimously adopted by City Council at their March 18, 2024 meeting. Staff thanked the Commission for their patience and how they conducted themselves throughout this process.3. We have 19 teams participating in the spring adult volleyball leagues (rec and competitive). 4. On April 20th the City will be partnering with the Student Leadership, Involvement, & Community Engagement (SLICE) from Central Washington University group in hosting an Arbor Day event at Irene Riverfront Park from 10am-12pm. The event will include planning 50 trees along the riverfront trail section of the park and garbage/pet waste pickup throughout the park. There will also be a downtown cleanup event hosted by the Ellensburg Downtown Association on the same day. 5. The next 14 out of 15 weeks there will be baseball tournaments/activities hosted at Rotary Park. 6. City and County staff and officials met to discuss how to address the Craig's Hill property line discrepancies and next steps to review the stability of the hillside.

Meeting adjourned at 7:15pm

CITY OF ELLENSBURG **Minutes of Planning Commission, Regular Meeting**

Date of Meeting **August 8, 2024**

Time of Meeting **5:45 PM**

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

1. Call to Order and Roll Call of Members

Commissioner Harrell called the meeting to order at 5:49 p.m.

Present: Ed Harrell, Michael Buehn, Geraldine O'Mahony, Sigrid Davison
Absent: Sathy Rajendran (excused), George Bottcher (unexcused)
Also Present: Jeremy Johnston-Planning Manager; Kathy Boots-Planning Technician; David Miller-City Council Liaison (arrived at 6:00 p.m.); Dan Carlson-Director

Commissioner Davison motioned to excuse Commissioner Rajendran's absence. Motion passed 4-0.

2. Approval of Agenda

Commissioner Davison motioned to approve the agenda. Motion passed 4-0.

3. Approval of Minutes

3.A Approval of Minutes for July 11, 2024 Joint Planning Commission Meeting
Commissioner Buehn motioned to approve the minutes from July 11, 2024. Motion passed 4-0.

4. New Business

4.A General Update
Staff member Johnston provided the Commission with general updates.
1. In September, the annual docket will start to be updated. Today the SEPA was issued. The Department of Commerce has received the changes. If they are approved, then they will be brought back to the Planning Commission for recommendation to the City Council.
2. There is one citizen's proposed amendment to change a zoning designation.
3. The Palouse trail may be increased by the Parks Department requirement for a project.
4. The future land use map needed a couple of changes.
5. The Capitol Improvement Plan was discussed.

The land development code will hopefully be brought before the Commission at

one of the October meetings. There are proposed changes to duplexes, townhomes, accessory dwelling units, and multifamily units. Project timelines were changed due to state regulations and general code clean up. The Landmarks & Design code section has some changes proposed.

5. Unfinished Business
None

6. Citizen Comment
None

7. Staff Update/Discussion Items

7.A Affordable Housing Project Updates
On August 5, 2024, the City Council signed a letter of intent for the Inversion Design affordable housing project. The contract needs to be signed by January 2025.

The Catherine property has new access and the irrigation is piped. The property will be evaluated after a year of drying out.

Stewart Meadows is requesting a CHIP draw.

7.B Commission Vacancy
The Commission has a vacancy. Commissioners were asked to spread the word.

7.C Commissioner Inquiry
Commissioner Harrell inquired about the amount of pavement on the Sanders/Airport road developments. Harrell wanted to know if the City has received contact on The Agate project. There has been no contact from the owners.

8. Commission Representative Update
None

9. Adjournment
The meeting was adjourned at 6:11 p.m.

CITY OF ELLENSBURG **Minutes of Public Transit Advisory Committee, Regular Meeting**

Date of Meeting	**July 16, 2024**
Time of Meeting	**3:30 PM**
Place of Meeting	**CouncilConference Room** **501 North Anderson Street** **Ellensburg, WA 98926** **And remotely via Zoom**

1. Call to Order and Roll Call of Members

1.A Call the July 16, 2024, Meeting to Order

Chair Miller called the meeting to order at 3:44 pm.

1.B Roll Call of PTAC Members

The following PTAC members were in attendance:
Amy Spitznas, Jim Hurson, Deja Blanchard, Joey Bryant, David Miller

Also in attendance were: Betsy Dunbar - COE, Keiko Walsh - HopeSource, Spencer Klewin - HopeSource

No members of the public were present.

2. Approval of Agenda

2.A Motion to Approve the July 16, 2024, PTAC Agenda

3. Approval of Minutes

3.A Motion to Approve the May 21, 2024, Meeting Minutes

4. Follow Up Items

4.A No follow up items

5. Ridership Stats

5.A June 2024 Ridership Stats Review

6. Agenda Items

6.A No Agenda Items

7. Transit Marketing Updates
Messer Marketing Agreement discussion

7.A Touch A Truck Report

8. Transit Updates

8.A Fixed Route Brochures

8.B Transit Development Plan and Annual Report

8.C Transit Improvement Projects

9. Member Updates

9.A Member Updates as Time Permits

It was agreed by all present to appoint Committee Member Spitznas as Vice Chair of PTAC replacing Committee Member Hurson.

10. Next PTAC Meeting

10.A August 20, 2024

11. Adjournment

The July 16, 2024 PTAC Meeting was adjourned at 4:48 pm

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Purchase of New Six Yard Dump Truck
Submitted by: Hunter Slyfield, Shop & Warehouse Manager
Department: Public Works & Utilities

Suggested Motion/Action:
Approve purchase of the Mack 6-yard dump truck from Bruckner's Truck & Equipment in the amount of $145,973.29 and approve the necessary budget adjustments.

Background/Summary:
The Chevrolet 6-yard dump truck that is currently utilized by all Divisions was purchased in 2000. This dump truck has exceeded its expected useful life and is in need of replacement. Staff requested a quote from Bruckner's Truck & Equipment, the authorized Mack Truck dealer that currently holds the Houston-Galveston Area Council (HGAC) Contract #HT06-20 for medium and heavy-duty trucks and bodies. The City of Ellensburg is a member of the HGAC Purchasing Cooperative and may purchase off any contract they provide.

Previous Council Action:
The City Council authorized purchase of a dump truck through the adoption of the 2023-2024 biennial budget.

Analysis:
The dump truck was quoted at $145,973.29 which includes the HGAC Contract #HT06-20 discount and Washington state sales tax. Delivery of the dump truck is not expected until February of 2025.

Financial Impact:
The City budgeted $122,000 in the 2023/2024 Shop Capital Outlay budget for the purchase of a dump truck. The increased quoted cost will require a supplemental budget adjustment of $23,973.29 and a sufficient fund balance exists in the Shop Replacement Fund. Delivery will likely be in early 2025 so funds will need to be carried into the 2025 budget year.

Budget Adjustment: Yes

Attachments:
None

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 CONTRACTIUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Jerica Pascoe Digitally signed by Jerica Pascoe
Date: 2024.10.01 15:57:58 -07'00'

AUDITING OFFICER _____ DATE _____

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **7TH DAY OF OCTOBER 2024.** THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	**167339**	TO	**167577**	$	2,534,439.59
EFT #'s	**7046**	TO	**7067**	$	1,823,488.27
Treasure Cash				**Total Amounts**	
EFT #'S	**747**	TO	**773**	$	651,992.64
Check #'s	**34174**	TO	**34189**	$	1,505.61
Payroll Fund				**Total Amounts**	
Check #'s	**96298**	TO	**96300**	$	3,124.91
Direct Deposits	**81588**	TO	**81842**	$	523,097.43

_____
COUNCIL MEMBER

_____
COUNCIL MEMBER

_____
COUNCIL MEMBER

_____
COUNCIL MEMBER

ATTEST: _____
CITY CLERK

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Board and Commission Reappointment
Submitted by:
Department: City Manager

Suggested Motion/Action:
Accept the reappointment of Amy Spitznas to the Public Transit Advisory Committee

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

Attachments:
1. B & C Agenda Report Chart 10-7-2024
2. PTAC Member Recommendation
3. ASpitznas Reappt App

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

From: Betsy Dunbar
To: Cynthia LaChappelle
Subject: PTAC Member
Date: Friday, September 20, 2024 10:18:06 AM
Attachments: Outlook-owh55e0h.png

Cyndi,

Our sub-committee was able to conduct a renewal interview with PTAC Member, Amy Spitznas and recommend her as an ongoing PTAC Member. She has committed to an additional 1-year term.

Kind Regards,

Betsy Dunbar
Transit Manager | **City of Ellensburg**
Ph. (509) 925-8680
Fax: 509-223-7827
dunbarb@ci.ellensburg.wa.us
www.centraltransit.org

E-mail to and from this address may be subject to public disclosure under Washington's Public Records Act.

From: noreply@civicplus.com
To:
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Saturday, June 22, 2024 9:36:15 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 Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission	Public Transit Advisory Committee
Current Term Expires	May 31 of current year
First Name of Member	Amy
Last Name of Member	Spitznas
Address 1	
Address 2	*Field not completed.*
City	Ellensburg
State	Wa
Zip	98926
Phone Number	
Email Address	
I am requesting to be considered for reappointment for another ____ year term.	2
Why are you seeking reappointment?	I want to contribute to positive outcomes for the City of Ellensburg's public transportation system and I enjoy serving on the committee.

Type your name as your electronic signature	Amy Spitznas
Date	6/22/2024

Email not displaying correctly? View it in your browser.

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Closed Record Hearing for Rezone Application P24-035, from Residential Suburban (R-S) to Residential High (R-H) Zoning, Submitted by Matt Stalder Representing Property Owners, and First Reading of Ordinance 4945 (Limited Public Comment)
Submitted by:	Stacey Henderson, Sr. Planner
Department:	Community Development

Suggested Motion/Action:
Move to approve rezone application request P24-035 to rezone parcel 572733 to Residential High (R-H) zoning and adopt the Hearing Examiner's Recommended Findings of Fact, Conclusions of Law, Decision, and Condition of Approval, and to conduct first reading of Ordinance 4945

Background/Summary:
Applicant: Matt Stalder, agent for property owners Dan Schissler and Martha Kurtz

Project Summary: The applicant seeks a site-specific rezone of the subject property from Residential Suburban (R-S) to Residential High (R-H) for the purpose of developing a multifamily, multistory building complex. A State Environmental Policy Action (SEPA) Determination of Non-Significance (DNS) was issued for the subject parcel on July 2, 2024, for the site-specific rezone.

Location: The parcel is located on the west side of Airport Road north of the intersection with Helena Ave, in Ellensburg; Kittitas County Assessor's Parcel ID# 572733 addressed as 2319 N. Airport Road. (Exhibit 1.1).

Requested Action: This is a closed record quasi-judicial hearing to consider a site-specific rezone application (P24-035) submitted by Matt Stalder, agent for Dan Shissler and Martha Kurts, property owners. If the rezone application is approved by Council following the closed record hearing, staff also requests that Council proceed with first reading of an Ordinance to implement the rezone.

Site Characteristics: The site topography is relatively flat, and currently vacant of structures. Mercer Creek runs north to south along the west parcel boundary.

Surrounding Properties: A zoning map of the surrounding properties is attached as Exhibit 1.2. The zoning of the surrounding properties is further described below.

North: The properties to the north are zoned Residential Suburban and consist of single-family dwellings on properties ranging in size from 0.54 and 1.88 acres.
South: The properties to the south are zoned Residential-Suburban, Residential-Medium and Residential-High and consist of single-family dwellings and multifamily dwellings.
East: The properties to the east are within an unincorporated island, and consist of undeveloped land and multiple multi-story, multifamily dwellings.
West: The properties to the west are zoned Residential-Suburban (R-S) and consist of single-family dwellings.

Access: Access to the property is from Airport Rd, an existing minor arterial.

Zoning and Development Standards, ECC Title 15: Ellensburg City Code (ECC) Table 15.310.040, *Dwelling, Multifamily* – indicates that multifamily dwellings are permitted in the Residential-High zone.

Comprehensive Plan Designation: A map of the comprehensive plan future land use designations is attached as Exhibit 1.3. The parcel is designated Urban Neighborhood which accommodates a range of housing types from small lot single dwellings to large-scale multistory, multi-dwelling developments. This future land use designation accommodates areas close to the University Campus and allows for residential high-density zoning. The Urban Neighborhood designation is consistent with all adjacent parcels.

Environmental (SEPA) Review:

Critical Areas: Mercer Creek Runs north to south along the west parcel boundary and is accompanied by an 85-foot wide fish and wildlife habitat buffer. Per the critical area report provided by the applicant, one wetland, named Wetland A, was found on the subject parcel. It extends out to the east of the creek approximately 30'-80' before it appears to head west towards the creek north of the site. The western third of the property is also located within the 100-year floodplain, Zone AO (Depth 1).

The applicant submitted the required SEPA checklist for review, which was processed as follows:

SEPA Checklist Submitted:	04/22/2024
Determination of Completeness:	05/15/2024
Notice to Property owners:	#1- 05/21/24 #2- 06/04/24
SEPA Threshold Determination	07/2/24

Community Development received multiple agency and public comments during the comment period. The full comment letters are provided in Exhibit 1.11 of the review materials. Community Development reviewed the comments received and the applicant's responses and determined a DNS was appropriate.

A SEPA **Determination of Non-Significance (DNS)** was issued on July 2, 2024 (*Exhibit 1.13*), for the site-specific rezone. No appeals were filed.

Open Record Hearing- Hearing Examiner Recommendation:

An open record public hearing was held before Hearing Examiner Andy Kottkamp on August 14, 2024. His recommendation, received on August 16, 2024, is attached to this report as *Exhibit 1*, and includes 17 exhibits which are attached to this report as Exhibits 1.1 through 1.17. The August 14, 2024, staff report submitted to the Hearing Examiner is Exhibit 1.17.

During the public hearing, Matt Stalder, agent for the property owner testified on behalf of the rezone proposal before the Hearing Examiner. Testifying from the public was Steve Mandelas, who expressed concerns about future development of the property, including traffic impacts and landscaping that would shield his property from the more intense density proposed by the applicant.

Following the public hearing, the Hearing Examiner determined the request to be consistent with the City's Comprehensive Plan designation of Urban Neighborhood for the property and with the requirements of the Ellensburg City Code (ECC). He therefore recommended that City Council approve the rezone from R-S to R-H, with one condition (*Exhibit 1*).

City Council Review and Noticing:

Public Comments: Notice of this closed record hearing before City Council was published in the legal section of the Daily Record on August 29, 2024, the site was posted with a land use action sign on September 5, 2024, and the buffer mailing was sent August 29, 2024. (Exhibit 2).

Previous Council Action:
No previous Council action

Analysis:
Ellensburg City Code Requirements for Site-Specific Rezone:
Per Ellensburg City Code, site-specific rezone applications are subject to the Type IV review process, and the Hearings Examiner provides a recommendation to City Council after holding an open-record public hearing. The Hearings Examiner must find that the application is in compliance with the decision criteria in ECC 15.250.060.

The criteria for consideration of a site-specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:

1. Conditions have changed since the imposition of the zoning classification on the property;
2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;
3. The proposed rezone is consistent with the comprehensive plan;
4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.

Analysis of Criteria for a Site-Specific Rezone:
The applicant has submitted an application (Exhibit 1.14) with a narrative (Exhibit 1.15) addressing the rezone criteria found in ECC 15.250.060(C). The applicant seeks Residential

High (R-H) zoning in order to construct a 60-unit apartment complex. The information submitted by the applicant is followed by staff analysis.

1. Conditions have changed since the imposition of the zoning classification on the property.

Applicant narrative: *The conditions of the property and land use needs have changed dramatically since the last update to its zoning two decades ago. The City has expanded rapidly and as the area of the site has experienced infill of higher density rental developments with more needed, with single family developments going elsewhere in town.*

Staff analysis: Parcel 572733 is zoned Residential Suburban, and borders parcel 582733 along its southern boundary line. Parcel 652733 is located two parcels south of the subject parcel, and in 2023, was rezoned from Residential Suburban (R-S) to Residential High (R-H), to help meet the increased housing demand in this area of the City. The City of Ellensburg has experienced a housing shortage since the last zoning map update, particularly missing middle housing which often requires higher density to accomplish. The site-specific rezone request for Residential High (R-H) zoning is consistent with the Urban Neighborhood land use designation, as well as recent growth.

2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

Applicant narrative: *The rezone is critical to the area as it will allow for the higher density development that the City has acknowledged is required to help alleviate the housing shortage of the town. With the increased density allowed with the rezone, the project will add a larger number of units within an area of increasing density and thus reducing urban sprawl expansion. There will also be infrastructure upgrades as a requirement of development benefiting pedestrians and the public and a wetland study to protect area wildlife.*

Staff analysis: The rezone of parcel 572733 to a Residential High (R-H) zoning designation will allow for higher density residential development. The City of Ellensburg's Housing Action Plan, adopted by Ordinance 4882 in December 2021, describes a need for higher density development to meet the projected housing needs through 2037. The residential structure will conform with the Ellensburg City Code and will meet the goal of encouraging opportunities for infill as supported by the comp plan without increasing an unexpected demand on utilities and services. This will support the public health, safety, and general welfare of the community by reducing pressures on the low housing supply options.

3. The proposed rezone is consistent with the comprehensive plan.

Applicant narrative: *The parcel is in the Urban Neighborhood area portion of the Future Land Use Map on page 29 of the Comprehensive Plan. The Residential High-Density*

zone is intended for the Urban Neighborhood area type shown stated in ECC 15.300.040(D).

Staff analysis: The current comprehensive plan land use designation for this parcel is Urban Neighborhood, which is consistent with the rezone request to residential High density (R-H) (EXHIBIT 1.3).

4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.

Applicant narrative: *ECC 15.300.040(A) additionally implies that RS is not an allowable zone the Urban Neighborhood use area. RS is also an inconsistent zone as it is for "areas characterized predominantly by single-family dwellings," while the area around the site is predominantly larger scale multifamily developments which is what the RH zone is intended for. Parcels nearby to the south are zoned RH with a mid-rise apartment building on and one and a large scale multifamily development being planned on the other so rezoning the parcel in question would create consistency in the neighborhood.*

Staff analysis: The current comprehensive plan land use designation for this parcel is Urban Neighborhood, which is consistent with the rezone request to residential High density (R-H) (EXHIBIT 1.3).

Based on the assessment above, staff finds the proposal to be consistent with the rezone evaluation criteria found in ECC 15.25.060.

In addition, staff finds the request for Residential High (R-H) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:

Goal LU-1, "Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods."

Policy B, "Integrate new development with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities."

Residential High-Density Zone (R-H): The R-H zone is intended to comprise areas for high density multifamily residential development in areas served by transit and within walking distance from commercial services. This zone is appropriate for any of the following or combination thereof:

a. Areas designated blended residential neighborhood, urban neighborhood, or community mixed-use in the comprehensive plan;
b. Areas characterized by multifamily buildings;
c. Areas adjacent to commercial zoned property;
d. Areas located along corridors served by transit.

The applicant seeks Residential High Density (R-H) zoning to be able to construct a multifamily complex. Adjacent parcels to the south and west already contain multifamily structures. The applicant will be responsible for meeting all development standards under the Land Development Code.

Financial Impact:
No Financial Impact

Budget Adjustment: No

Attachments:
1. Exhibit 1- HE Recommendation
2. Exhibits 1.1-1.17 Combined- Bookmarked
3. Exhibit 2- CC Closed Hearing Notifications
4. Ordinance 4945

CITY OF ELLENSBURG
LAND USE HEARING EXAMINER

IN THE MATTER OF	)	**RECOMMENDED FINDINGS OF FACT, RECOMMENDED CONCLUSIONS OF LAW, RECOMMENDED DECISION AND RECOMMENDED CONDITION OF APPROVAL**
P24-035	)	
Stalder Rezone Request	)	

THIS MATTER having come on for hearing in front of the City of Ellensburg Hearing Examiner on August 14, 2024, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Recommended Conclusions of Law, Recommended Decision and Recommended Condition of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. Applicant: Matt Stalder, agent for property owner.
2. Requested Action: The applicant seeks to rezone the subject property from Residential Suburban (R-S) to Residential High (R-H) for the purpose of developing a multifamily building complex. A State Environmental Policy Action (SEPA) Determination of Non-Significance (DNS) was issued for the subject parcel on July 2, 2024, for the site-specific rezone and proposed apartment structure. A project action is not part of this application.
3. Location: The parcel is located on the west side of Airport Road north of the intersection with Helena Ave, in Ellensburg; Kittitas County Assessor's Parcel ID# 572733 addressed as 2319 N. Airport Road. (Exhibit A).
4. Site History: Parcel ID # 572733 is in the Residential-Suburban zone, and is a currently vacant parcel, as the single-family residence burned down in 2022 according to documents submitted. The applicant is proposing to develop the site with one multistory multifamily building. The property is bordered by Residential-Suburban zoning to the north, west, and south. The property is bordered to the east by an unincorporated island with a future land use designation of Urban Neighborhood.
5. Site Characteristics: The site topography is relatively flat, and currently vacant of structures. Mercer Creek runs north to south along the west parcel boundary.
6. Surrounding Properties: A zoning map of the surrounding properties is attached as Exhibit B. The zoning of the surrounding properties is further described below.
   - 6.1. North: The properties to the north are zoned Residential Suburban and consist of single-family dwellings on properties ranging in size from 0.54 and 1.88 acres.
   - 6.2. South: The properties to the south are zoned Residential-Suburban, Residential-Medium and Residential-High and consist of single-family dwellings and multifamily dwellings.
   - 6.3. East: The properties to the east are within an unincorporated island, and consist of undeveloped land and multiple multi-story, multifamily dwellings.

6.4. West: The properties to the west are zoned Residential-Suburban (R-S) and consist of single-family dwellings.

6.5. Access: Access to the property is from Airport Rd, an existing minor arterial.

7. Zoning and Development Standards, ECC Title 15: Ellensburg City Code (ECC) Table 15.310.040, Dwelling, Multifamily – indicates that multifamily dwellings are permitted in the Residential-High zone.

8. Comprehensive Plan Designations: A map of the comprehensive plan future land use designations was admitted into the record as Exhibit C. The parcel is designated Urban Neighborhood which accommodates a range of housing types from small lot single dwellings to Large-scale multistory, multi-dwelling developments. This future land use designation accommodates areas close to the University Campus and allows for residential high-density zoning. The Urban Neighborhood designation is consistent with all adjacent parcels.

9. Public Comments: Community Development originally issued a joint SEPA, Rezone, and hearing notification of application on May 21, 2024, initiating a 21-day comment period which was to conclude on June 12, 2024. (Exhibit D) Due to unmet noticing requirements with the combined SEPA and Rezone notice, the initial public comment period was cancelled, and the notification of application was reissued on June 4, initiating a 21-day comment period which concluded on June 26, 2024. (Comment Period Noticing- Exhibits E, G, I) The City of Ellensburg Public Works Department initially submitted comments on June 3, 2024, stating that future development applications will require consistency with Public Works development standards, and that a Traffic Impact Analysis would be required. The Washington State Department of Ecology submitted comments on June 24, 2024, regarding water quality requirements. (Exhibit K) The applicant reviewed both comments, and responded via email on June 28, 2024 that they have no questions or comments.

10. Notice of the rescheduled open record public hearing (Hearing Notices- Exhibits F, H, J) was published in the legal section of the Daily Record on July 23, 2024, and the site was posted with a land use action signs on July 23, 2024. (Exhibit J) On July 19, 2024 a notice of the rezone was mailed to property owners within 300 feet of the proposed site (Exhibit F). No written public comments were received.

11. The applicant submitted the required SEPA checklist for review, which was processed as follows:

11.1.	SEPA Checklist Submitted:	04/22/24
11.2.	Determination of Completeness:	05/15/24
11.3.	Notice to Property owners:	#1- 05/21/24 #2- 06/04/24
11.4.	SEPA Threshold Determination	07/2/24

12. Community Development received multiple agency comments during the comment period. The full comment letters are provided in Exhibit K of the review materials. Community Development reviewed the comments and received and the applicants' responses and drafted conditions to mitigate environmental impacts.

13. A SEPA Determination of Non-Significance (DNS) was issued on July 2, 2024 (Exhibit M), for the non-project site specific rezone. No appeals were filed.

14. Ellensburg City Code Requirements for Site-Specific Rezone

14.1. Per Ellensburg City Code, site-specific rezone applications are subject to the Type IV review process, and the Hearings Examiner provides a recommendation to City Council after holding an open record public hearing. The Hearings Examiner must find that the application is in compliance with the decision criteria in ECC 15.250.060.

14.2. The criteria for consideration of a site-specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:

14.2.1. Conditions have changed since the imposition of the zoning classification on the property;

14.2.2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;

14.2.3. The proposed rezone is consistent with the comprehensive plan;

14.2.4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.

15. Analysis of Criteria for a Site-Specific Rezone

15.1. The applicant has submitted an application (Exhibit N) with a narrative (Exhibit O) addressing the rezone criteria found in ECC 15.250.060(C). The applicant seeks Residential High (R-H) zoning in order to construct a 60-unit apartment complex. The information submitted by the applicant is followed by Hearing Examiner Findings.

15.1.1. Conditions have changed since the imposition of the zoning classification on the property.

15.1.2. Applicant narrative: The conditions of the property and land use needs have changed dramatically since the last update to its zoning two decades ago. The City has expanded rapidly and as the area of the site has experienced infill of higher density rental developments with more needed with single family developments going elsewhere in town.

15.1.3. Hearing Examiner Finding: Parcel 572733 is zoned Residential Suburban, and borders parcel 582733 along its southern boundary line. Parcel 652733 is located two parcels south of the subject parcel, and in 2023, was rezoned from Residential Suburban (R-S) to Residential High (R-H), to help meet the increased housing demand in this area of the City. The City of Ellensburg's has experienced a housing shortage since the last zoning map update, particularly missing middle housing which often requires higher density to accomplish. The site-specific rezone request for Residential High (R-H) zoning is consistent with the Urban Neighborhood land use designation, as well as recent growth.

15.2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

15.2.1. Applicant narrative: The rezone is critical to the area as it will allow for the higher density development that the City has acknowledged is required to help alleviate the housing shortage of the town. With the increased density allowed with the rezone, the project will add a larger number of units within an area of increasing density and thus reducing urban sprawl expansion. There will also be infrastructure upgrades as a requirement of development benefiting pedestrians and the public and a wetland study to protect area wildlife.

15.2.2. Hearing Examiner Finding: The rezone of parcel 572733 to a Residential High (R-H) zoning designation will allow for higher density residential development. The City of Ellensburg's Housing Action Plan, adopted by Ordinance in October of 2021, describes a need for higher density development to meet the projected housing needs through 2037. The residential structure will conform with Ellensburg City Code and will meet the goal encouraging opportunities for infill as supported by the comp plan without increasing an unexpected demand on utilities and services. This will support the public health, safety, and general welfare of the community by reducing pressures on the low housing supply options.

15.3. The proposed rezone is consistent with the comprehensive plan.

15.3.1. Applicant narrative: The parcel is in the Urban Neighborhood area portion of the Future Land Use Map on page 29 of the Comprehensive Plan. The Residential High-Density zone is intended for the Urban Neighborhood area type shown stated in ECC 15.300.040(D).

15.3.2. Hearing Examiner Finding: The current comprehensive plan land use designation for this parcel is Urban Neighborhood, which is consistent with the rezone request to residential High density (R-H) (EXHIBIT C).

15.4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.

15.4.1. Applicant narrative: ECC 15.300.040(A) additionally implies that RS is not an allowable zone the Urban Neighborhood use area. RS is also an inconsistent zone as it is for "areas characterized predominantly by single-family dwellings," while the area around the site is predominantly larger scale multifamily developments which is what the RH zone is intended for. Parcels nearby to the south are zoned RH with a mid-rise apartment building on and one and a large scale multifamily development being planned on the other so rezoning the parcel in question would create consistency in the neighborhood.

15.4.2. Hearing Examiner Finding: The current comprehensive plan land use designation for this parcel is Urban Neighborhood, which is consistent with the rezone request to residential High density (R-H) (EXHIBIT C).

16. Based on the assessment above, the Hearing Examiner finds the proposal to be consistent with the rezone evaluation criteria found in ECC 15.25.060.

17. In addition, the Hearing Examiner finds the request for Residential High (R-H) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:

17.1. Goal LU-1, "Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods."

17.2. Policy B, "Integrate new development with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities."

18. Residential High-Density Zone (R-H). The R-H zone is intended to comprise areas for high density multifamily residential development in areas served by transit and within walking distance from commercial services. This zone is appropriate for any of the following or combination thereof:

18.1. Areas designated blended residential neighborhood, urban neighborhood, or community mixed-use in the comprehensive plan;

18.2. Areas characterized by multifamily buildings;

18.3. Areas adjacent to commercial zoned property;

18.4. Areas located along corridors served by transit.

19. The applicant seeks Residential High Density (R-H) zoning to be able to construct a multifamily complex. Adjacent parcels to the south and west already contain multifamily structures. The applicant will be responsible for meeting all development standards under the Land Development Code.

20. An open record public hearing was held, after legal notice, on August 14, 2024.

21. Appearing and testifying on behalf of the Applicant was Matthew Stalder. Mr. Stalder testified that he was an agent authorized to appear and speak on behalf of the property owner and Applicant. Mr. Stalder stated that he agreed with the representations set forth within the staff report and had no objection to the proposed Condition of Approval.

22. Testifying from the public was Steve Mandelas. Mr. Mandelas owns property immediately adjacent and to the north of the subject property. Mr. Mandelas did not provide any testimony regarding whether the proposed rezone met the criteria set forth within the Ellensburg Municipal Code. However, he did have concerns about future development of the property, including traffic impacts and landscaping that would shield his property from the more intense density proposed by the applicant.

23. The following exhibits were admitted into the record:

    23.1. Ex. A. Location Map
    23.2. Ex. B. Current Zoning Map
    23.3. Ex. C. Comprehensive Plan Future Land Use Designation Map
    23.4. Ex. D. Affidavit of Mailing and Buffer Map- Original Public Comment Period
    23.5. Ex. E. Affidavit of Mailing and Buffer Map- Reissued Public Comment Period
    23.6. Ex. F. Affidavit of Mailing and Buffer Map- Rescheduled Hearing
    23.7. Ex. G. Affidavit of Publication- Reissued Public Comment Period
    23.8. Ex. H. Affidavit of Publication- Rescheduled Hearing
    23.9. Ex. I. Land Use Action Sign and Affidavit of Posting- Reissued Public Comment Period
    23.10. Ex. J. Land Use Action Sign and Affidavit of Posting- Rescheduled Hearing
    23.11. Ex. K. SEPA Comments
    23.12. Ex. L. Returned Mailers
    23.13. Ex. M. SEPA DNS
    23.14. Ex. N. Rezone Application
    23.15. Ex. O. Rezone Application Narrative
    23.16. Ex. P. Applicant Project Site Plans
    23.17. Ex. Q. Staff Report

24. The City of Ellensburg Hearing Examiner considered all evidence within the record in rendering this decision.

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

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted the authority to render this recommended decision.

2. The requested rezone meets all the criteria set forth within Ellensburg City Code 15.250.060.

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

III. RECOMMENDED DECISION

Based on the above Recommended Findings of Fact and Recommended Conclusions of Law, P24-035 the Hearing Examiner hereby recommends that this Rezone Request be **APPROVED** subject to the following Recommended Condition of Approval.

IV. RECOMMENDED CONDITION OF APPROVAL

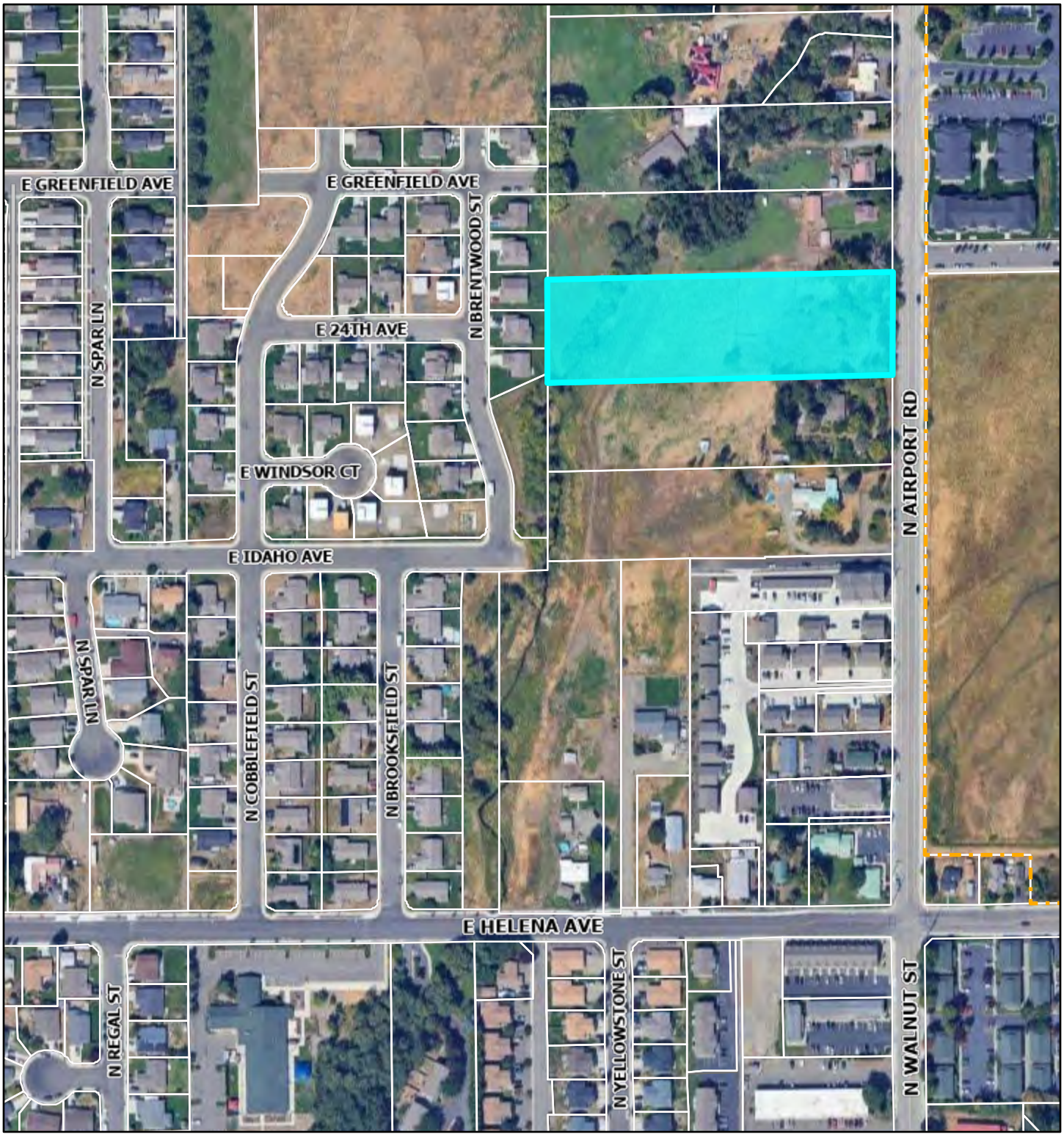
1. The applicant shall adhere to any requirements related to any future development approvals, including meeting all requirements of utility providers, City departments, and affected districts, as outlined in adopted City Codes, associated land use determinations, and other regulatory documents.

Dated this 16 day of August, 2024

CITY OF ELLENSBURG HEARING EXAMINER

Andrew L. Kottkamp

Exhibit 1.1- Location Map



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0 0.04 0.08 0.16 km

County Parcels

City Parcels

City Limits

Owner Address

Site Address

Alley

Roads

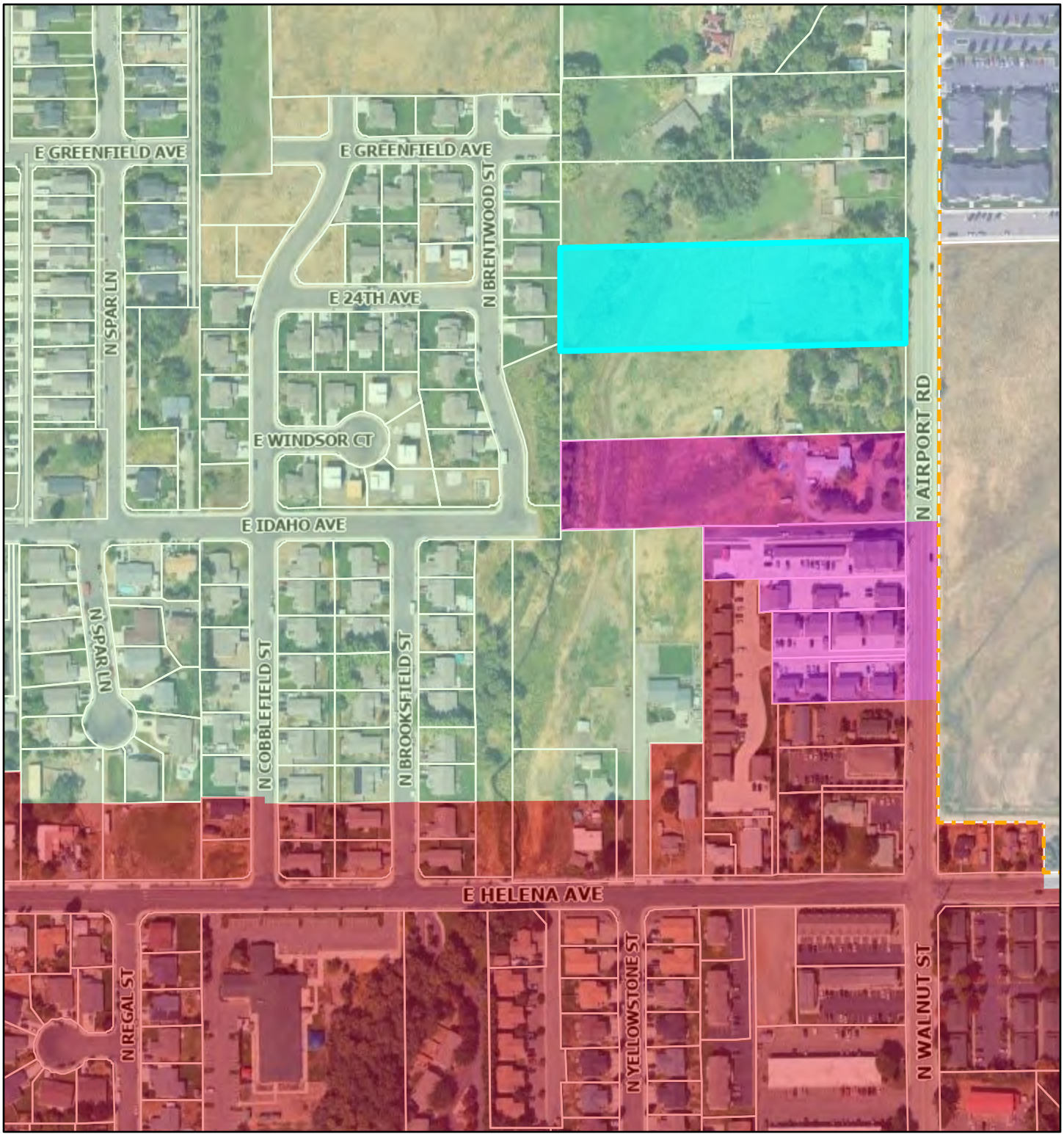
Road

Major Arterial

Google Maps

Google Maps | Hexagon, WaTech, Kittitas County GIS | Washington State Department of Natural Resources | Kittitas County Public Works | COE GIS | Kittitas County Auditor, Kittitas County

Exhibit 1.2- Current Zoning Map



8/7/2024, 1:49:02 PM

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0 0.04 0.08 0.16 km

County Parcels

City Parcels

City Limits

Zoning

RS

RM

RH

U-INC

Owner Address

Site Address

Alley

Roads

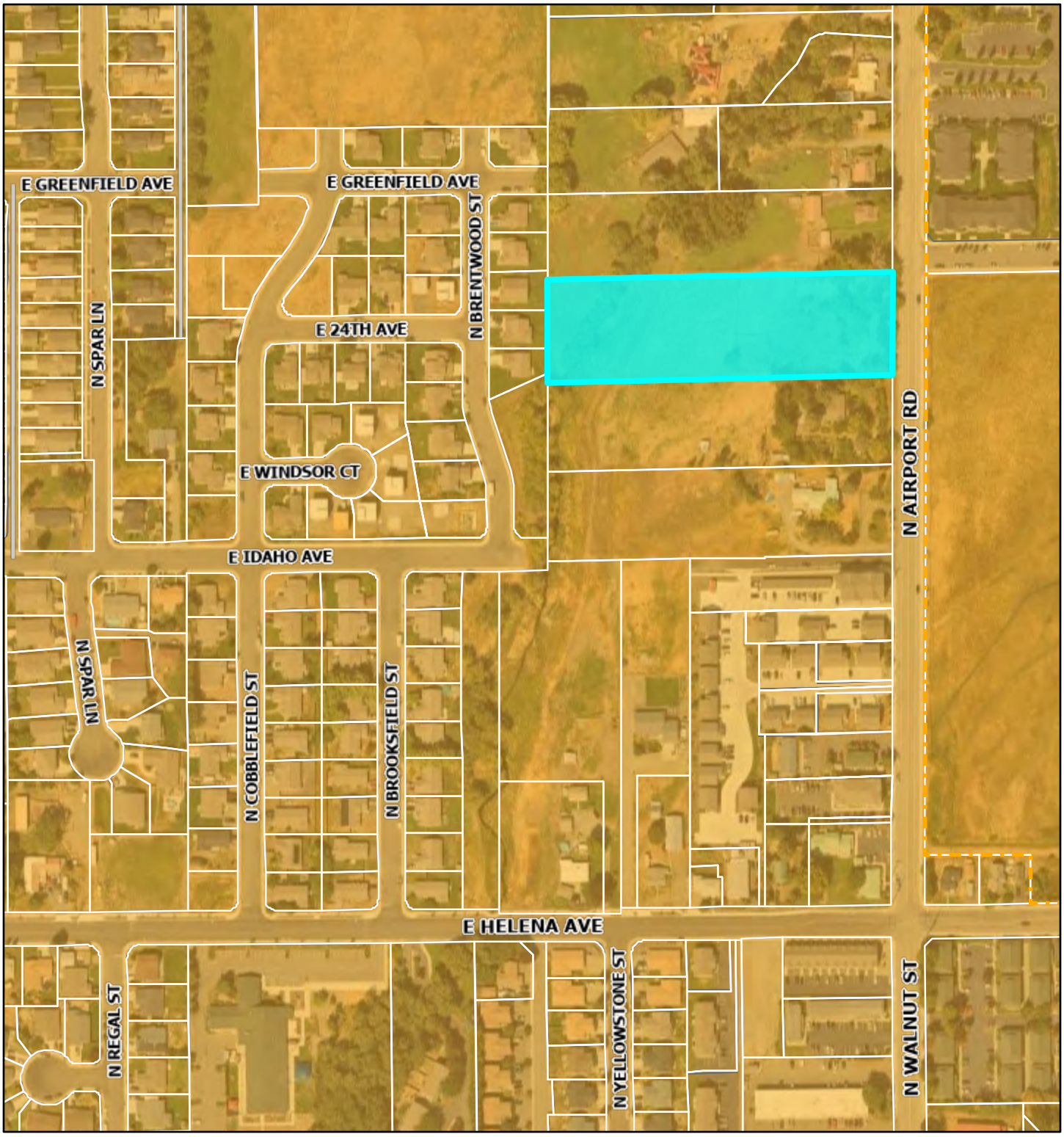
Road

Major Arterial

Google Maps

Google Maps | Hexagon, WaTech, Kittitas County GIS | Washington State Department of Natural Resources | Kittitas County Public Works | COE GIS | Kittitas County Auditor, Kittitas County

Exhibit 1.3 - P24-035 Future Land Use Map



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0 0.04 0.08 0.16 km

County Parcels

City Parcels

City Limits

Owner Address

Site Address

Alley

Roads

Road

Major Arterial

Land Use Designations

Urban neighborhood

Google Maps

Google Maps | Hexagon, WaTech, Kittitas County GIS | Washington State Department of Natural Resources | Kittitas County Public Works | COE GIS | Kittitas County Auditor, Kittitas County

WOODS, JOHN C
2303 BRENTWOOD ST
ELLENSBURG, WA 98926

MOHS, LAURIE A
2305 N BRENTWOOD ST
ELLENSBURG, WA 98926-4227

SULLIVAN ROWELL PROPERTIES LLC
963 SW SIMPSON AVE STE 110
BEND, OR 97702-3487

HEARN, JOEL & KIMBERLY
2405 N BRENTWOOD ST
ELLENSBURG, WA 98926

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

HARRELL, WILLIAM & HAYLEY
2405 LANDON LN
ELLENSBURG, WA 98926-5915

YANTZ, JAMES V & BILLIE L LEWIS
2500 N BRENTWOOD ST
ELLENSBURG, WA 98926

ANDARC LLC
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

SHISSLER, DAN &
2501 N AIRPORT RD
ELLENSBURG, WA 98926

HRA VERGE OWNER LLC
601 UNION ST STE 1401
SEATTLE, WA 98101-1363

HEUKER, DONNA W
PO BOX 725
CARSON, WA 98610-0725

BRENTWOOD HOME OWNERS ASSOCIATION
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

STATE OF WASH (CWU) FAC. MGMT DEPT
MAIL STOP #7523
ELLENSBURG, WA 98926

EMERICH, SALLY
2313 AIRPORT RD
ELLENSBURG, WA 98926

CUPP, CODY W
406 E 24TH AVE
ELLENSBURG, WA 98926-2524

CHILDRESS, ANNELIESE
2409 N AIRPORT RD
ELLENSBURG, WA 98926

COLAZO, BEATRIZ & OVIDIO
2309 N BRENTWOOD ST
ELLENSBURG, WA 98926

DOMINGO, MARK C
604 S 23RD ST
TACOMA, WA 98405

BERGENER, JUSTIN & CELISE
1887 WHITNEY MESA DR
HENDERSON, NV 89014

MANDELAS, GEORGE J
2407 AIRPORT RD
ELLENSBURG, WA 98926

COMMEREE, JANIE GRACE
402 E GREENFIELD AVE
ELLENSBURG, WA 98926

P24-035/P24-037

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 5/21/24 Signed Kathy Boots

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

May 21, 2024

RE: Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Tuesday, July 2, 2024 at 11:00 am** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Monday, June 8, 2023. All interested persons may participate at the Open Record Public Hearing on Monday, July 10, 2023 at 4:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
Comments due date: June 12, 2024
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: johnstonj@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

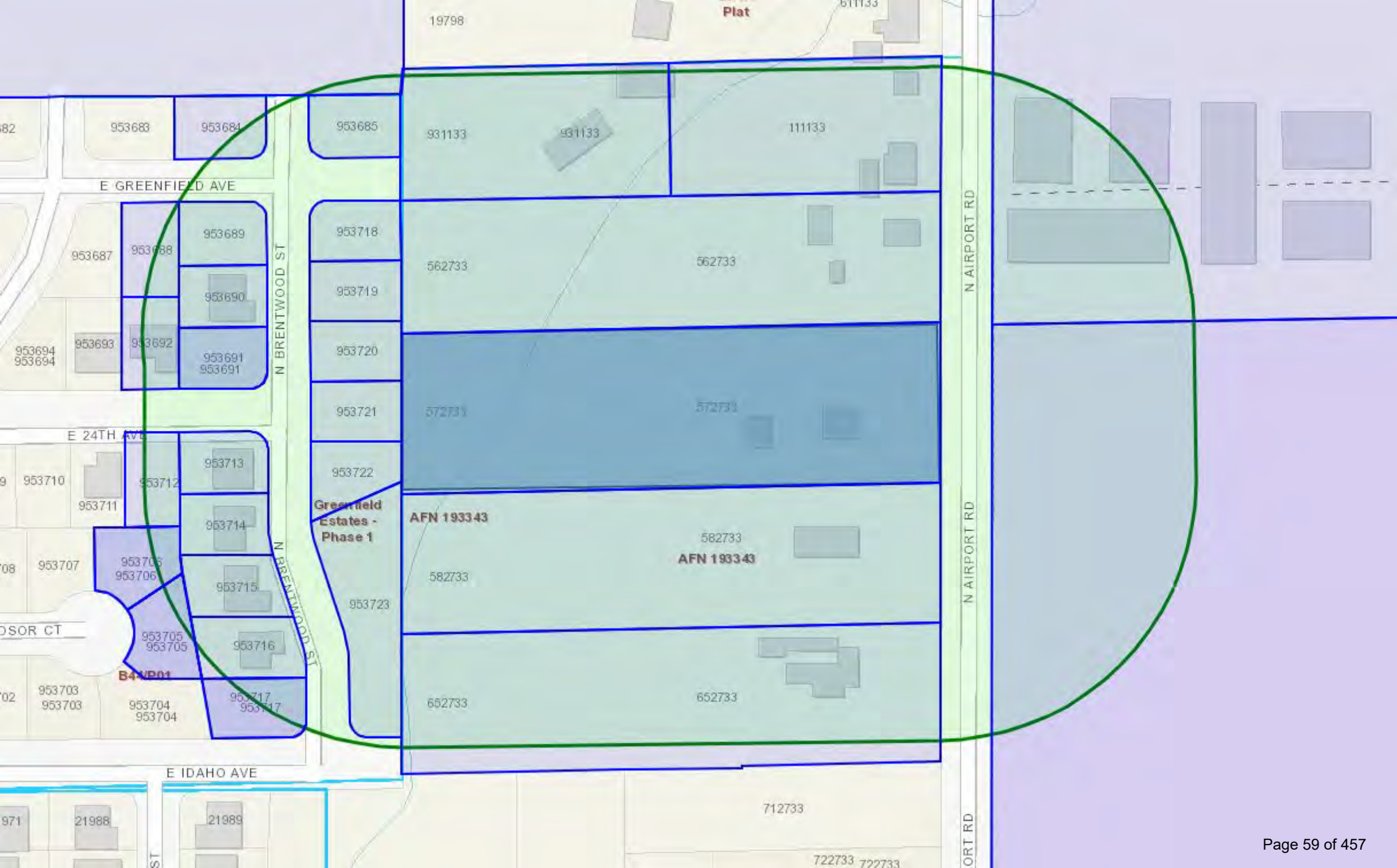
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Exhibit 1.5- Affidavit of Mailing and Buffer Map - Reissued Public Comment Period

WOODS, JOHN C
2303 BRENTWOOD ST
ELLENSBURG, WA 98926

MOHS, LAURIE A
2305 N BRENTWOOD ST
ELLENSBURG, WA 98926-4227

SULLIVAN ROWELL PROPERTIES LLC
963 SW SIMPSON AVE STE 110
BEND, OR 97702-3487

HEARN, JOEL & KIMBERLY
2405 N BRENTWOOD ST
ELLENSBURG, WA 98926

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

HARRELL, WILLIAM & HAYLEY
2405 LANDON LN
ELLENSBURG, WA 98926-5915

YANTZ, JAMES V & BILLIE L LEWIS
2500 N BRENTWOOD ST
ELLENSBURG, WA 98926

ANDARC LLC
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

SHISSLER, DAN &
2501 N AIRPORT RD
ELLENSBURG, WA 98926

HRA VERGE OWNER LLC
601 UNION ST STE 1401
SEATTLE, WA 98101-1363

HEUKER, DONNA W
PO BOX 725
CARSON, WA 98610-0725

BRENTWOOD HOME OWNERS ASSOCIATION
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

STATE OF WASH (CWU) FAC. MGMT DEPT
MAIL STOP #7523
ELLENSBURG, WA 98926

EMERICH, SALLY
2313 AIRPORT RD
ELLENSBURG, WA 98926

CUPP, CODY W
406 E 24TH AVE
ELLENSBURG, WA 98926-2524

CHILDRESS, ANNELIESE
2409 N AIRPORT RD
ELLENSBURG, WA 98926

COLAZO, BEATRIZ & OVIDIO
2309 N BRENTWOOD ST
ELLENSBURG, WA 98926

DOMINGO, MARK C
604 S 23RD ST
TACOMA, WA 98405

BERGENER, JUSTIN & CELISE
1887 WHITNEY MESA DR
HENDERSON, NV 89014

MANDELAS, GEORGE J
2407 AIRPORT RD
ELLENSBURG, WA 98926

COMMEREE, JANIE GRACE
402 E GREENFIELD AVE
ELLENSBURG, WA 98926

PZ24-037
PZ24-036
PZ24-035

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 6/4/24 Signed Kathy Boots

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

June 4, 2024

RE: NEW COMMENT DEADLINE AND HEARING DATE

Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Monday, July 22, 2024, at 3:00 pm,** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Wednesday, June 26, 2024. All interested persons may participate at the Open Record Public Hearing on Monday, July 22, 2024 at 3:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
UPDATED Comments due date: June 26, 2024
UPDATED Public Hearing Date: July 22, 2024 – 3:00pm
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

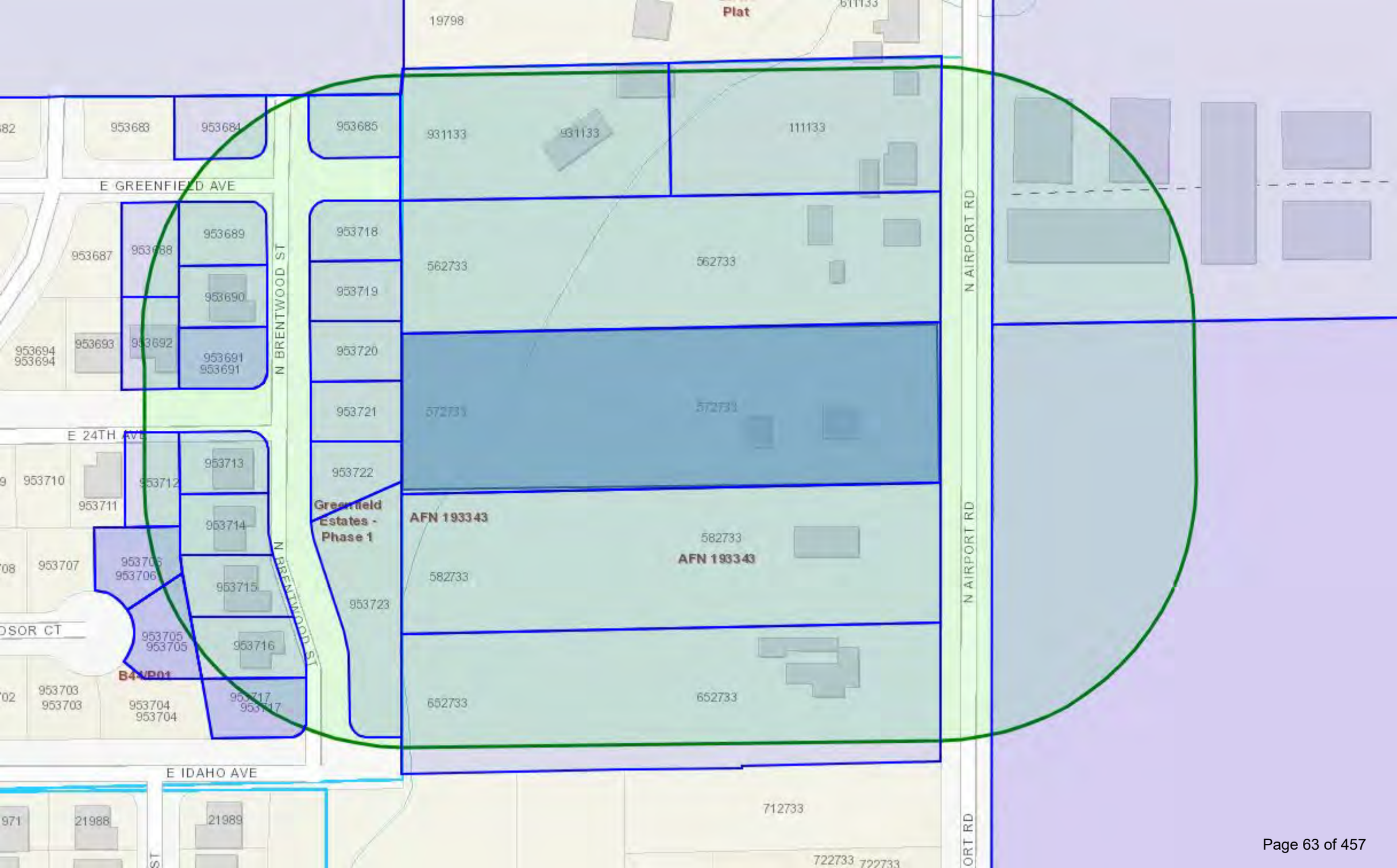
Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ellensburgwa.gov

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner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EMERICH, SALLY
2313 AIRPORT RD
ELLENSBURG, WA 98926-9331

STATE OF WASH (CWU) FAC. MGMT DEPT
MAIL STOP # 7523
ELLENSBURG, WA 98926-7502

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ELLENSBURG, WA 98926-9332

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TACOMA, WA 98405

BERGENER, JUSTIN & CELISE
1887 WHITNEY MESA DR
HENDERSON, NV 89014-2069

MANDELAS, GEORGE J
2407 AIRPORT RD
ELLENSBURG, WA 98926

COMMEREE, JANIE GRACE
402 E GREENFIELD AVE
ELLENSBURG, WA 98926-5183

P24-035

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 7/19/24 Signed Kathy Boots

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

July 19, 2024

RE: Notice of Application and Open Record Public Hearing for Rezone Application, case # P24-035, submitted by Matt Stalder, Agent for Property Owner

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing at **9:00 am on Wednesday, August 14, 2024** to consider a Rezone application (P24-035) submitted by Matthew Stalder, agent for property owner. The request is for a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

The original public notice for this hearing was sent on Tuesday, June 4, 2024, with a scheduled hearing of July 22, 2024. The July 22 hearing was **rescheduled** for August 14, 2024.

Date of application: April 22, 2024
Date of notice of complete application: May 15, 2024
RESCHEDULED Public Hearing Date: AUGUST 14, 2024- 9:00am
Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

NOTICE IS FURTHER GIVEN that all persons interested in these matters may attend in person or remotely. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98296, attention: Senior Planner Stacey Henderson, or to his email: hendersons@ellensburgwa.gov. **Comments must be submitted in writing by 5:00 pm on Monday, August 12, 2024, in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself.**

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall) or by calling 509-925-8614.

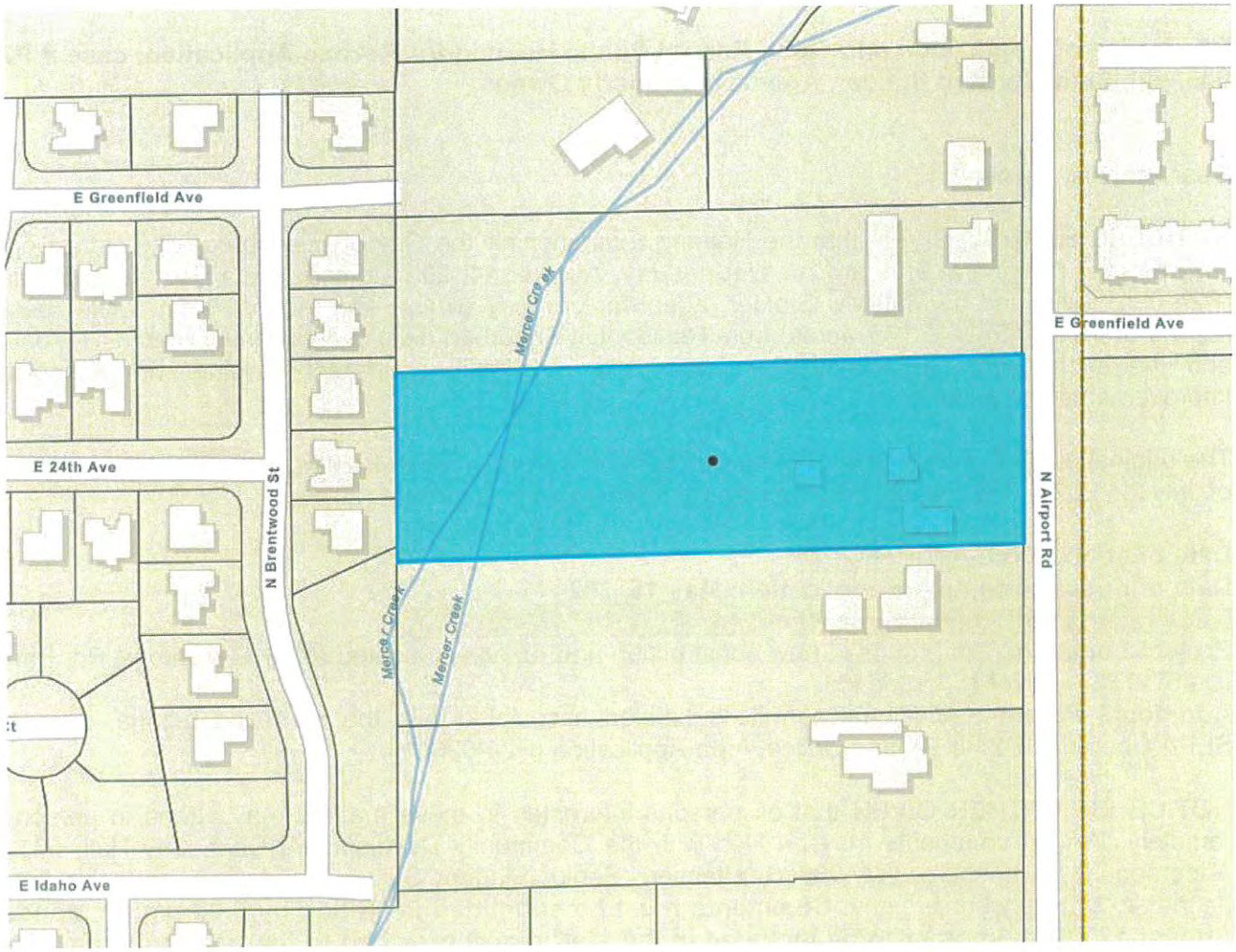
Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ci.ellensburg.wa.us.

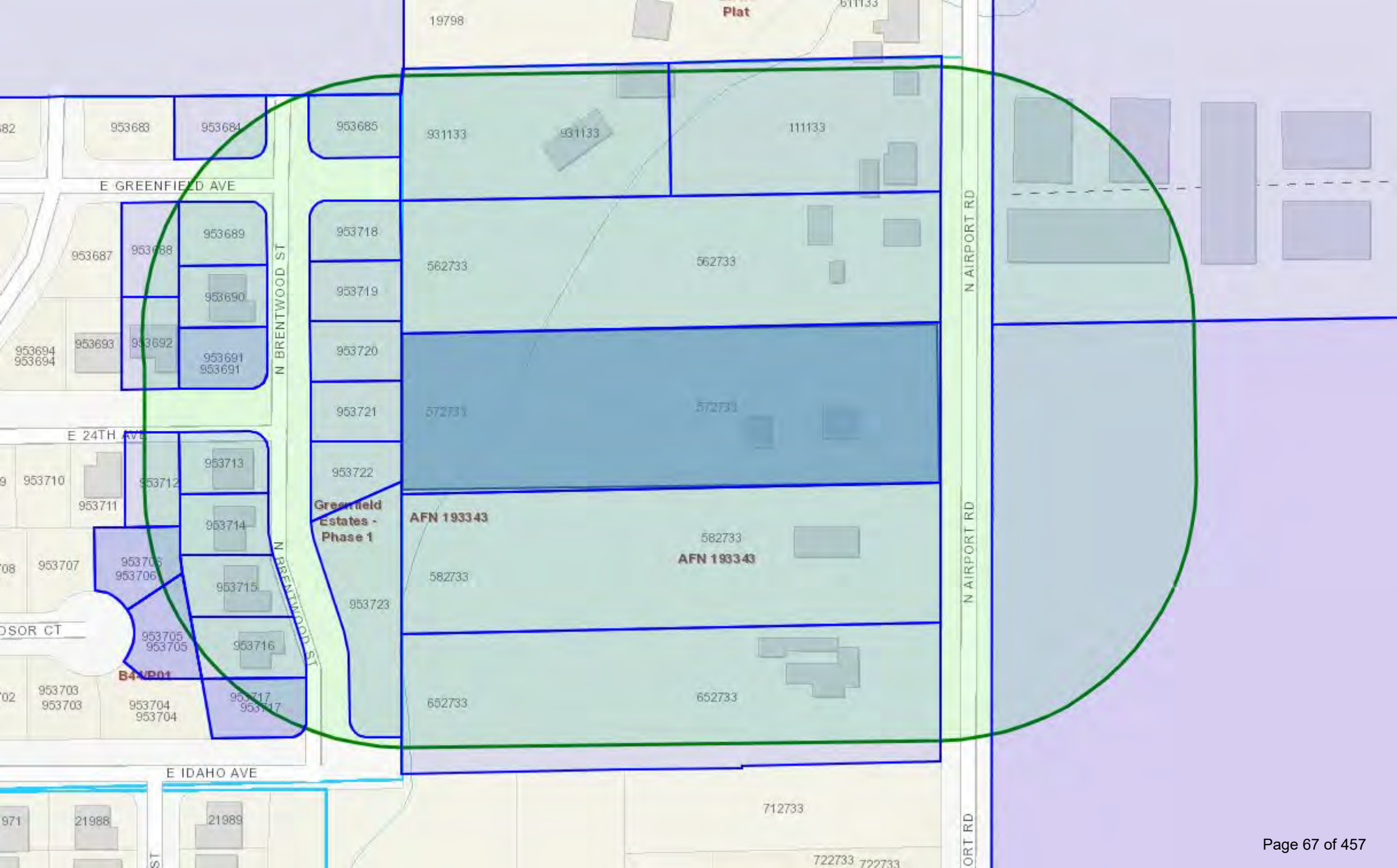
Sincerely,

Stacey Henderson

Stacey Henderson

Senior Planner

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P24-035
P24-037

RECEIVED
JUN 11 2024
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-COMMUNITY DEVELOPMENT
NOA&PH:P24-035 REZONE P24-037 SEPA

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.

06/04/24

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 $161.75 the rate of $13.75 per column inch for each insertion.

August Rose Gallo

Subscribed to me this date: 06/06/24

BRITTANY GONZALES
Notary Public
State of Washington
Commission # 22011993
My Comm. Expires Mar 12, 2026

Brittany Gonzales

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

Signed Name

520873

TO PLACE AN AD CALL 509-925-1414

Classifieds & Legals

VISIT US ONLINE AT DAILYRECORDNEWS.COM

CAREERS

Help Wanted

THORP SCHOOL DISTRICT #400

3rd Grade Elementary Teacher - Job Share

Starting 2024-2025 School Year

$52,527-$104,404 DOE/E (0.5 FTE)

Position and benefits descriptions at www.thorpschools.org Send applications to mckeab@thorpschools.org

THORP SCHOOL DISTRICT #400

P-12 School Counselor Starting 2024-2025 School Year

$52,527-$104,404 DOE/F (1.0 FTE)

Position and benefits descriptions at www.thorpschools.org Send applications to mckeab@thorpschools.org

THORP SCHOOL DISTRICT #400

Para Educator SY 2024-25

Hiring for the 2023-2024 School Year. PARAPROFESSIONAL $19.28-$22.34/hr DOE

Position description at www.thorpschools.org. Send applications to mckeab@thorpschools.org

Help Wanted

THORP SCHOOL DISTRICT #400

K-12 Art Instructor/CTE Graphic Art 6th-12th grade

Starting 2024-2025 School Year

$52,622-$104,404 DOE/E (1.0 FTE)

Position and benefits descriptions at www.thorpschools.org Send applications to mckeab@thorpschools.org

Legals

2024 MRSC ROSTERS
SMALL PUBLIC WORKS, CONSULTANT, and VENDOR ROSTERS
FOR PARTICIPATING WASHINGTON STATE LOCAL GOVERNMENT AGENCIES LOCATED IN SOUTH CENTRAL WASHINGTON

The Municipal Research and Services Center of Washington (MRSC) hereby advertises on behalf of the below listed local government agencies in Washington State local governments in South Central Washington (Kittitas, Yakima, Klickitat, Benton, Franklin, Walla Walla, and Columbia counties), including - but not limited to - cities (Title 35 RCW and Title 35A RCW), counties (Title 36 RCW), port districts (Title 53 RCW), water-sewer districts (Title 57 RCW), irrigation districts (Title 87 RCW), school districts and educational service districts (Title 28A RCW), fire districts (Title 52 RCW), transit agencies (e.g., Ch. 36.56 RCW, Ch. 36.57A RCW, Ch. 36.73 RCW, Title 81 RCW), and public utility districts (Title 54 RCW), for their projected needs for small public works, and for consulting services throughout 2024. Additionally, MRSC advertises on behalf of some local government for their projected needs for vendor services throughout 2024. Interested businesses may apply at any time by visiting the MRSC Rosters website at www.mrscrosters.org. For questions about MRSC Rosters, email mrscrosters@mrsc.org.

Some or all of the listed local governments may choose to use the MRSC Rosters service to select businesses. Master contracts for certain types of work may be required.

SMALL PUBLIC WORKS ROSTERS: Service categories include construction, building, renovation, remodeling, alteration, repair, or improvement of real property as referenced in RCW 39.04.155. Subcategories can be viewed on the MRSC Rosters website.

CONSULTANT ROSTERS: Service categories include architectural, engineering, and surveying services as referenced in Chapter 39.80 RCW, as well as other personal and professional consulting services. Sub-categories can be viewed on the MRSC Rosters website.

VENDOR ROSTERS: Service categories include supplies, materials, and equipment not being purchased in connection with public works contracts and limited service contracts as referenced in RCW 39.04.190. Subcategories can be viewed on the MRSC Rosters website.

A list of currently subscribing local governments that have their Small Works Roster, Consultant Roster, and Vendor Roster hosted by MRSC Rosters can be found at https://www.mrscrosters.org/participating-agencies or by contacting the MRSC Rosters Program Coordinator at 206-625-1309 ext. 1.

New local government agencies may join at any time. The list reflects current active agencies.

Published Daily Record: June 4, 2024

Help Wanted

Shuttle Drivers Needed
CDL Required
The Gorge Amphitheater

Part time: $22 - $25 per hour, plus great perks

Schedule: Weekends May 25th - Oct 7th, 2024

Will be working at the Gorge Amphitheater. Call Jeff at 206-227-9372 www.starlinecollection.com

MERCHANDISE

Antiques & Collectibles

Aubrey's Clock Gallery in Issaquah is

NOW servicing Eastern Washington! We service Grandfather Clocks, Wall Clocks, Mantle Clocks, and Antique Clocks.

Pickup and Delivery are available!

Send a picture of your clock and your phone number to aubrey011@msn.com. OR call Aubrey at 425-392-5200 for a free estimate. Check out our website at www.aubrysclockgallery.com

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 1-888-360-1582.

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Legals

2024 MRSC ROSTERS
SMALL PUBLIC WORKS, CONSULTANT, and VENDOR ROSTERS
FOR PARTICIPATING WASHINGTON STATE LOCAL GOVERNMENT AGENCIES LOCATED IN SOUTH CENTRAL WASHINGTON

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New local government agencies may join at any time. The list reflects current active agencies.

Published Daily Record: June 4, 2024

Wanted

$$ PAYING TOP DOLLAR $$ for sport card collections!

Baseball, basketball, football & Pokemon. Premium paid for vintage.

Call Corey 541-838-0364

NOTICES, CHILD CARE

Announcements

STOP OVERPAYING FOR HEALTH INSURANCE! A recent study shows that a majority of people struggle to pay for health coverage. Let us show you how much you can save. Call Now for a no-obligation quote: 1-877-765-1117. You will need to have your zip code to connect to the right provider.

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

The more you tell the more you sell!

Legals

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, Central Washington University, acting by and through Facilities Management Department, hereby advises all interested parties that Contract No. 16066-01for the Short Getz Boiler Replacement, Central Washington University, Ellensburg, Washington with Apollo Mechanical Contractors, Kennewick, WA has been accepted as of May 23, 2024 by the Senior Vice President for Finance and Administration of Central Washington University.

The statutory lien period became effective for the filing of all liens and claims against the retained percentage of payment to the Contractor on the above date.

Any liens filed subsequent to July 7, 2024 will not be recognized.

STATE OF WASHINGTON
CENTRAL WASHINGTON UNVIERSITY
FACILITIES MANAGEMENT DEPARTMENT

PUBLISH: Daily Record: May 28, June 4 & 11, 2024/
LEGAL #: 518659

NOTICE OF APPLICATION AND PUBLIC HEARING (NEW COMMENT DEADLINE AND HEARING DATE)
P24-035 REZONE REQUEST
P24-037 BEPA REQUEST

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing **at 3:00 pm on Monday July 22, 2024** to consider a Rezone application (P24-035) submitted by Matt Stalder, Agari for the property owner. The applicant seeks a site-specific rezone of parcel #272733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Date of application: April 22, 2024
Date of notice of complete application: May 15, 2024
UPDATED Comments due date: June 26, 2024
UPDATED Public Hearing Date: July 22, 2024 – 3:00pm
Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #272733, and Lot N Airport Rd.
Additional Permits: Additional permits submitted associated with the proposed project, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

NOTICE IS FURTHER GIVEN that all persons interested in these matters may attend in person or remotely. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98926, attention: Senior Planner Stacey Henderson, or to her email: henderson@ci.ellensburg.wa.gov. **Comments must be submitted in writing by 5:00 pm on Wednesday, June 26, 2024 in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself.**

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall) or by calling 509-925-0614.

Environmental Review: The City expects to issue a Determination of Non-Significance (DNS) for this proposal and will use the optional DNS process under WAC 197-11-355, meaning this may be the only opportunity for the public to comment on the environmental impacts of the proposal. A copy of the threshold determination may be obtained from the City once made.

Published Daily Record: June 4, 2024

Announcements

ADVERTISE STATEWIDE with a $325 classified listing or $1500 for a display ad. Call this newspaper or 360-344-2538 for details.

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. 855-633-4229.

PETS & SUPPLIES

Pets/Pet Supplies & Equipment

GSP Puppies

AKC German Shorthaired Pointer Puppies ready 5/24 for new homes.

Tales docked/dew claws removed/vet checked/1st shot. Parents are bird hunters.

425-442-9208 Lexie

Legals

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, Central Washington University, acting by and through Facilities Management Department, hereby advises all interested parties that Contract No. 16066-01for the Short Getz Boiler Replacement, Central Washington University, Ellensburg, Washington with Apollo Mechanical Contractors, Kennewick, WA has been accepted as of May 23, 2024 by the Senior Vice President for Finance and Administration of Central Washington University.

The statutory lien period became effective for the filing of all liens and claims against the retained percentage of payment to the Contractor on the above date.

Any liens filed subsequent to July 7, 2024 will not be recognized.

STATE OF WASHINGTON
CENTRAL WASHINGTON UNVIERSITY
FACILITIES MANAGEMENT DEPARTMENT

PUBLISH: Daily Record: May 28, June 4 & 11, 2024/
LEGAL #: 518659

Legals

ADVERTISEMENT FOR BIDS

General Surgery & Clinic Modules, TI
Kittitas Valley Healthcare
KDA Architecture

In accordance with Title 70, Chapter 44, Section 140 of the Revised Code for the State of Washington, Kittitas Valley Healthcare hereby gives public notice of the need for materials and work for construction that conforms to all applicable public works requirements including the requirement to pay prevailing wages.

Sealed Bids will be received by Kittitas Valley Healthcare at 603 S. Chestnut St., Ellensburg WA 98926 at the front Security Desk for construction of the General Surgery Clinic TI and the Clinic Modules TI projects as indicated in the Contract Documents.

Bids shall be delivered to Kittitas Valley Healthcare at the location indicated above no later than 2PM on July 31st. Bids delivered after the time(s) indicated above will not be accepted or considered.

Bids and Bid Bond shall be submitted in accordance with the Instructions to Bidders contained in the Contract Documents.

Bids will be opened and publicly read aloud immediately after deadline.

Project Description: This project combines two sets of documents into a single project that will be completed in two separate phases. Phase 1 will be the work described in the KVH General Surgery Clinic TI documents and Phase 2 will be the work described in the KVH Clinic Modules TI documents. Please note that the Phase 2 documents reference pieces from a third set of documents, the previously permitted KVH Site Improvements project. This is due to the General Contractors need to coordinate scope that KVH is contracting under a separate agreement. That separate agreement will be scope that focuses on landscaping and irrigation updates around the Surgical Services Complex and the limits of that scope are noted on the Ortho site drawings with the details remaining in that third set.

Phase one: The KVH General Surgery Clinic TI is a tenant improvement to the existing General Surgery Clinic Suite A in the KVH Surgical Services Complex, to create additional exam rooms and to meet FGI Code requirements. The clinic is approximately 2,960 SF. The building is a type V-B construction and is a B Occupancy. There will also be the addition of a covered walkway, approximately 35 SF, to connect the new exterior door to an existing walkway.

Phase two: The Ortho Modules TI is a tenant improvement to combine two suites into one, Suite B, in the KVH Surgical Services Complex. The building is a type V-B construction and is a B Occupancy. The area of work is approximately 4,275 SF of renovation for an Orthopedic clinic and a Wound Care clinic. There will also be removal and replacement of approximately 3,325 SF to remove the existing brick pathways and replace with reinforced concrete. This project includes a new security gate and any other work as indicated on the Contract Documents.

Estimated Construction Cost: $3,000,000.00 - $5,000,000.00

A pre-Bid meeting and site walk-through will be held on Wednesday June 12th, 1PM, at the project site. Attendance at the meeting is mandatory for General Contractors that intend to bid and that qualify when following the supplemental criteria in the Instructions to Bidders. Please RSVP your intent to attend at least 24 hours prior to the meeting to the Architect of Record.

Questions are to be directed in writing to the Architect of Record: KDA Architecture, Attn: Ken Carnahan (509) 575-5508 ken.carnahan@KDAarchitecture.com

Contract Documents are posted at KDA Architecture's plan room: www.KDAplanroom.com and may be viewed online by bidders at no cost. Hard copy sets to be used for pricing or construction may be purchased at Builders Contractors' expense from the architect's plan room by choosing the "Order" option or downloaded digital files may be forwarded to a printer of Bidder's / Contractor's choice. All Bidders are required to register as a plan holder on this plan room. A list of locations with complete sets of documents, for viewing and reference only as post in the bid and hold plan room. Bidders contact Aaron K. at Abadan Reprographics, 509-747-2901, with all questions regarding the plan room.

No Bidder may withdraw its Bid after the date and time set for opening thereof, unless awards delayed for a period exceeding 60 days.

Typically, the bid award paragraph reads as "The Board of Directors of XYZ Company" however this may be different dependent on the owner's organizational structure.

Kittitas Valley Healthcare reserves the right to reject any or all Bids and to waive as an informality any immaterial irregularities in the bids received.

Published: May 30 and June 4, 2024

Exhibit 1.8- Affidavit of Publication- Rescheduled Hearing

PZ4-035

RECEIVED

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-COMMUNITY DEVELOPMENT
NOPH: REZONE REQUEST

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.

07/23/24

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 $136.75 the rate of $13.75 per column inch for each insertion.

Subscribed to me this date: 07/30/24

BRITTANY GONZALES
Notary Public
State of Washington
Commission # 22011993
My Comm. Expires Mar 12, 2026

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

Signed Name

538819

Legals Legals

NOTICE OF APPLICATION

Project File Number: CU-24-00006 Silver Ridge Ranch

Applicant: Palermo Partners, LLC & Daisy, LL

Location: Ten parcels, #788834, #788834, #10586, #954042, #954043, #954044, #954045, #954331, #954332, #954333. Approximately 22.5acres. Located approximately 0.15 miles from Sparks Road and I-90 interchange, Township 20, Range 13, Section 2, Easton, WA 98926

Proposed Project: The applicants are proposing an amendment to the existing Silver Ridge Ranch guest ranch/campground Conditional Use Permit. Guest ranches and campgrounds may be permitted in the subject property zoning designation with a Conditional Use Permit under KCC 17.15.

Materials Available for Review: The submitted application and related filed documents may be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926, or on CDS website at http://www.co.kittitas.wa.us/cds/land-use/default.aspx., and by navigating to 'Conditional Use' 'View Active Applications" & "CU-24-00006 Silver Ridge Ranch" Phone: (509) 962-7506

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on **August 7, 2024.** This is a conditional use permit request and as such will involve a public hearing. Any person has the right to comment on this application and request a copy of the decision once made. Written comments submitted to the County regarding this application will be included in the public record in their entirety.

Public Hearing: An open record hearing will be scheduled before the Kittitas County Hearing Examiner. A Public Hearing Notice will be issued establishing the date, time, and location of this hearing.

Environmental Review (SEPA): The County expects to issue a Determination of Non-Significance (DNS) for this proposal, and will use the optional DNS process, meaning this may be the only opportunity for the public to comment on the environmental impacts of the proposal. Mitigation measures may be required under applicable codes, such as Title 17 Zoning and the Fire Code, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the threshold determination may be obtained from the County.

Required Permit: Conditional Use Permit, SEPA

Designated Permit Coordinator (staff contact):
: Chace Pedersen, Planner I: (509) 962-7637;
email at chace.pedersen@co.kittitas.wa.us

Application Received: June 3, 2024
Application Complete: June 24, 2024
Notice of Application: July 23, 2024

PUBLISH: Daily Record: July 23, 2024 /
LEGAL# 538815

CITY OF ELLENSBURG
LANDMARKS AND DESIGN COMMISSION
NOTICE OF A PUBLIC HEARING FOR CERTIFICATE OF APPROPRIATENESS REQUEST

NOTICE IS HEREBY GIVEN that the City of Ellensburg Landmarks and Design Commission (LDC) will hold two public hearings on **TUESDAY August 6, 2024, at 5:45 p.m. Please note that this meeting will be hybrid attendance, meaning the Commission, applicant, and the public can attend in person at City Hall or through remote attendance.** NOTICE IS FURTHER GIVEN that written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98926, attention: Stacey Henderson; or to her email, up until 5:00 p.m. on August 6. All application materials are available by requesting an emailed copy from Stacey Henderson, 509-925-8608, hendersons@ellensburgwa.gov.

(P24-061) Date of Application: July 17, 2024
Date of Notice of Complete Application: July 22, 2024

The Commission shall consider a Certificate of Appropriateness (COA) Request (P24-061) from Ellensburg Downtown Association, agent for property owner. This is per ECC 15.280.090(A), requesting approval to construct an informational Kiosk, within the node on the corner of N. Main St & W 4th Ave. The proposed work is visible from the public right of way, and is located within the Downtown Ellensburg National Register Historic District and Local Landmarks District, in Central Commercial (C-C) zoning.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Tuesday, August 6, 2024.** An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

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. A "Request for Accommodation" form may be obtained from City Clerk Beth Lender (First Floor - City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record July 23, 2024 /
LEGAL #539304

Legals Legals

NOTICE OF APPLICATION

Project File Number: WSDOT Weigh Station (PF-24-00003)

Applicant: WSDOT (Applicant), Joseph Turner (Landowner), WA State Parks and Recreation Commission (Landowner)

Location: Two tax parcels (#14062 & #300536), located near milepost 80 on eastbound I-90, approximately four miles west of Cle Elum, WA. Kittitas County parcel map numbers 20-15-31030-0004 & 20-14-36030-0001.

Proposal: The Washington State Department of Transportation (WSDOT) has proposed the development of a new weigh station, truck parking facility, and Virtual Weigh-in-Motion system near milepost 80 on eastbound I-90. The project will require the removal of the existing, abandoned eastbound scale shack at milepost 79.5, and will upgrade the existing eastbound interchange on- and off-ramps to I-90 at Bullfrog Road Exit 80.

Materials Available for Review: The submitted application and related filed documents may be examined by the public on the CDS website at https://www.co.kittitas.wa.us/cds/land-use/default.aspx then navigate to "Public Facilities", "View Active Applications", & "PF-24-00003 WSDOT Weigh Station" Materials can also be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on August 7, 2024. Under Title 17.62.030, Public Facility Projects 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 outline in Chapter 15A.07 of the Kittitas County Code. The current appeal fee is $1670.

Required Permit: Public Facilities Permit, Building Permit

Designated Permit Coordinator (staff contact):
: Chace Pedersen, Planner I: (509) 962-7637
email at chace.pedersen@co.kittitas.wa.us

Application Received: July 3, 2024
Application Complete: July 16, 2024
Notice of Application: July 23, 2024

PUBLISH: Daily Record: July 23, 2024 /
LEGAL# 538774

NOTICE OF A PUBLIC HEARING
REZONE REQUEST

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing at **9:00 am on Wednesday, August 14, 2024** to consider a Rezone application (P24-035) submitted by Matthew Stalder, agent property owner. The request is for a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Date of application: April 22, 2024

Date of notice of complete application: May 15, 2024

RESCHEDULED Public Hearing Date: AUGUST 14, 2024- 9:00am

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

NOTICE IS FURTHER GIVEN that all persons interested in these matters may attend in person or remotely. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98926, attention: Senior Planner Stacey Henderson, or to his email: hendersons@ellensburgwa.gov. **Comments must be submitted in writing by 5:00 pm on Monday, August 12, 2024, in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself.**

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record: July 23, 2024 /
LEGAL #: 538819

Legals Legals

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that Kittitas County and the City of Ellensburg are requesting proposals for an operator for the Cold Weather Shelter for the 2024-2025 season. Proposals will be accepted until July 31, 2024. For full information about this opportunity and application instructions, please visit www.ellensburgwa.gov/ColdWeatherShelter

PUBLISH: Daily Record: July 20 & 23, 2024/
LEGAL #: 538037

ANSWER TO PREVIOUS PUZZLE:

D	A	F	O	E		E	C	O	N		G	R	A	S
I	C		N	G		W	E	T	O		L	O	R	E
P	E	S	T	O		E	R	O	S		A	L	O	U
		H	O	T	O	N	T	H	E	P	R	E	S	S
S	I	B			X	I	I			H	E	X	E	S
K	N	O	C	K	O	F	F	W	O	O	D			
Y	O	W	I	E			Y	A	P			S	P	F
P	U	L	S	A	R	S		S	T	P	E	T	E	R
E	T	S			C	A	P			O	M	A	N	
			P	L	A	Y	O	F	F	W	O	R	D	S
A	D	C	R	E			W	I	I			A	S	K
R	U	N	O	N	E	L	E	C	T	I	O	N		
U	L	T	A		L	U	R	K		A	B	I	D	E
B	L	A	M		M	A	U	L		M	I	S	E	R
A	S	P	S		S	U	P	E		S	T	E	E	R

Directions: Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusive.

SUDOKU
PREVIOUS SOLUTION

5	9	8	1	6	3	2	4	7
3	2	6	7	9	4	8	5	1
4	1	7	5	2	8	9	6	3
6	4	9	2	7	1	5	3	8
8	3	1	6	4	5	7	9	2
7	5	2	8	3	9	6	1	4
9	7	5	4	1	2	3	8	6
2	8	4	3	5	6	1	7	9
1	6	3	9	8	7	4	2	5

7 LITTLE WORDS

Find the 7 words to match the 7 clues. The numbers in parentheses represent the number of letters in each solution. Each letter combination can be used only once. (As in other combinations, will be necessary to complete the puzzle.)

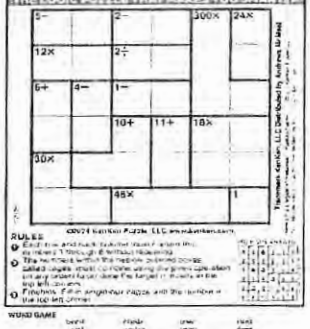
CLUES	SOLUTIONS
1 decisive WW2 battle (5)	
2 picture painted on plaster (6)	
3 disciplinary penalties (9)	
4 ugly (9)	
5 observer at the sidelines (8)	
6 modify to make less alike (11)	
7 Mediterranean French city (11)	

UNS	BU	ONLO	SAN	SI
MILA	OKER	FRES	LIER	IG
LGE	NT	TE	HTLY	CTI
MO	CO	DIS	ONS	PEL

Today's Answers: 1 HANSAM 2 TAPPING 3 CHAIR 4 LAMINATE 5 PROJECTOR 6 CORNEA 7 BRONAC

KENKEN

THE LOGIC PUZZLE THAT MAKES YOU SMARTER



RULES
- Each row and each column must contain the numbers 1 through 6 without repeating.
- The numbers within the heavily outlined boxes, called cages, must combine using the given rule (either add, subtract, multiply or divide) to the target number in the cage.
- Freebie: Fill in single-square cages with the number in the top left corner.

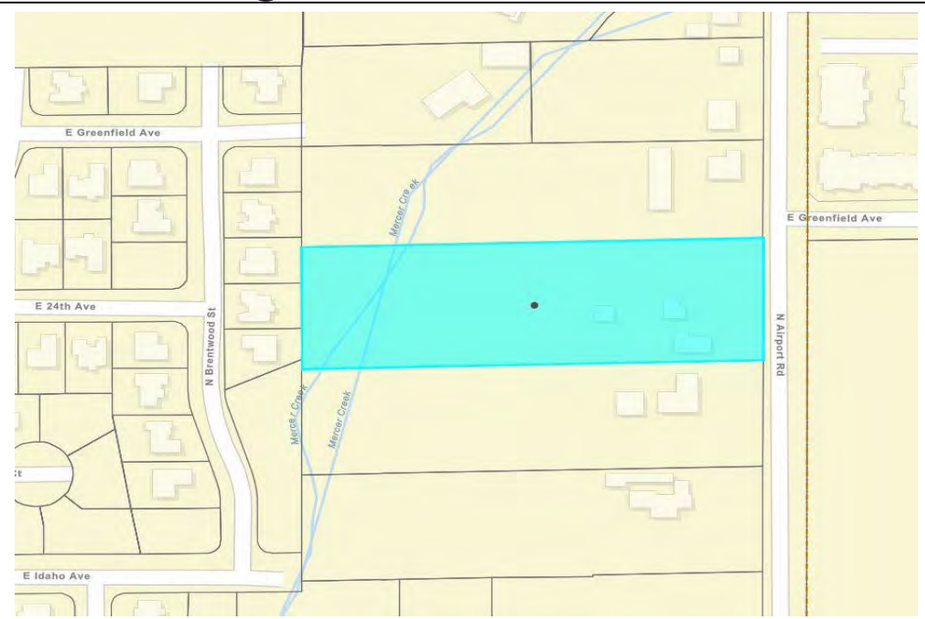
WORD GAME

Exhibit 1.9- Land Use Action Sign and Affidavit of Posting- Reissued Public Comment Period

LAND USE ACTION

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the City of Ellensburg Hearing Examiner will hold an open record public hearing at 9:00 am on Wednesday, August 14, 2024. The hearing will be to consider a rezone application (P24-035) submitted by Matthew Stalder, agent for property owner. The Rezone request is for a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.



All persons interested in this matter may attend the meeting in person at City Hall,or remotely via zoom, by contacting staff no later than 5:00 pm Wednesday, August 14, 2024. An email link or phone number will be provided which will allow for electronic attendance at the public hearing.

The submitted application and file documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects

Staff Contact: Stacey Henderson- Senior Planner; hendersons@ci.ellensburg.wa.us or 509-925-8608.
Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 **Construction Permitting (509) 962-7239**
comdev@ci.ellensburg.wa.us **permits@ci.ellensburg.wa.us**

AFFIDAVIT OF POSTING

The Ellensburg City Code requires that all Type IV Projects (such as site-specific Rezones) shall have a notice posted at the site of the project. 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:	**PLANNER:**
July 18, 2024	Stacey Henderson, Senior Planner
PROJECT NAME:	**FILE NUMBER:**
Rezone of Parcel ID # 572733, from R-S to R-H	P24-035

PLEASE COMPETE THE FOLLOWING:

I, Matt Stalder, 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.**

Matt Stalder
Signature

7/23 20 24
Date

Please return the above affidavit and a photograph of the posted sign(s) to Stacey Henderson, Senior Planner, by email: hendersons@ci.ellensburg.wa.us; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

June 24, 2024

Stacey Henderson
City of Ellensburg
501 North Anderson Street
Ellensburg, Washington 98926

RE: 202402387, P24-037

Dear Stacey Henderson:

Thank you for the opportunity to comment during the Optional Determination of Nonsignificance process for the 2319 N Airport Apartments. We have reviewed the documents and have the following comments.

Water Quality Program

Dividing or platting a piece of property is often the first step in a proposed development. An NPDES Construction Stormwater Permit may be required if there is a potential for stormwater discharge from a construction site with disturbed ground. Ground disturbance includes all utility placements, and building or upgrading roads. The permitting process requires going through SEPA, developing a stormwater pollution prevention plan, submitting an application, and a 30-day public notice process. This may take 38-60 days. A permit and a stormwater plan are required prior to beginning ground-breaking activities. Please contact **Wendy Neet** with the Department of Ecology, (509) 571-6733, with questions about this permit.

Sincerely,

Amber Johnson
SEPA Coordinator
Central Regional Office
509-723-5677
crosepacoordinator@ecy.wa.gov

CITY OF ELLENSBURG

Public Works Department
501 N. Anderson St.; Ellensburg, WA 98926
Ph: (509) 962-7230 Fax: (509) 962-7127

RECEIVED: 7/3/2024
COMMUNITY
DEVELOPMENT
P24-035

Memorandum

Date: December 21, 2023

To: Shannon Johnson, Senior Planner

From: Craig Jones, Development Coordinator CJ

Through: Derek Mayo, City Engineer DKM

Re: Pre-App for Airport Rd Apartment Building – P23-124

The following are the Public Works Pre-App comments for the proposed apartment building at 2319 N Airport Rd.

The applicant can view the City of Ellensburg's Development Standards on the City's website for more information. http://www.ci.ellensburg.wa.us/index.aspx?NID=339

At time of civil plan review, Staff will work with the developer's engineer regarding the specific issues related to frontage and utility improvements.

Water:
The water main available to serve this development is an 8" Ductile Iron main stub that comes off a 12" Ductile Iron Main that runs in Airport Rd. See attached utility map.

Fire hydrants shall be placed in the proposed development per the Fire Marshal's requirements. Developer's engineer may be required to verify that fire flow capacity will meet the necessary requirements.

Specific issues related to water main and meter locations will be addressed at project civil submittal.

Sewer:
The sewer main available to serve this development is an 8" PVC main stub approximately in the middle of the property along Airport Rd. The developer will need to extend the 8" sewer main to serve the proposed building. See attached utility map.

Specific issues related to sewer main and side sewer construction will be addressed at project civil submittal.

Roadway and access:
This project will trigger the requirement for half street improvements along the Airport Rd frontage. Additional right of way will need to be dedicated along Airport Rd to match current development standards. Street improvements include concrete curb/gutter, sidewalks, street lighting, permanent signage, asphalt, asphalt markings, gravel base, storm drainage, and other items associated with minimum public improvements consistent with Public Works Development Standards. Existing power poles may need to be relocated to accommodate these frontage improvements. Adequate access to the interior of the project for the fire department may need to be verified by your engineer. Turning movements for the Fire apparatus may need to be shown on plans to verify adequate access to all portions of the project. Any drive aisles that will be fire lanes need to be posted no parking.

Your engineer will need to help establish the connection of Greenfield Ave from the east to the west. A larger survey showing the existing right of way for Greenfield Ave will better show how much the road needs to curve. The horizontal curve of Greenfield Ave will need to meet ASHTO requirements. The dedication of right of way and possible construction for the future extension of Greenfield Ave across the northern portion of the property. Greenfield Ave is on the City's comp plan as a minor collector with a 64' right of way.

Specific issues related to roadway and access construction will be addressed at project civil submittal.

Storm water:
There is no storm system available for a direct discharge. The existing road side ditches will need to be conveyed across the frontages of the property. All storm facilities will need to be designed so they will not be inundated with ground water. Your engineer will need to verify groundwater during peak irrigation season to confirm the project will not be effected by it.

The applicant shall use the current Stormwater Management Manual for Eastern Washington, or approved equivalent for reference in design of stormwater treatment and flow control for post construction requirements for new development and redevelopment. The design shall at a minimum use the following design storms, or as recommended for the proposed BMP, whichever is greater. Treatment shall be designed for the first ½" of rainfall on the property, and storm drainage detention on a 10 year storm event (1.2"of precipitation/24 hours) and retention facilities based on a 25 year storm event (1.6"of precipitation/24 hours). Specific issues related to storm water will be reviewed at time of civil plan submittal.

The applicant's design engineer should determine groundwater elevations in the vicinity of proposed storm water treatment and flow control facilities. The water surface elevation needs to be utilized in the facility designs and should be verified when groundwater is at its highest. Typically the groundwater in the Ellensburg area is elevated from April 15th through October 15th. However, groundwater on the subject site may not be associated with seasonal irrigation and could crest at another time during the year.

The following comments are from the City Stormwater Department;

1. If the site is an acre or greater the developer will need to make Notice of Intent (NOI) with Ecology and apply for a Stormwater General Construction Permit months in advance of construction. https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit

2. The Ecology permit requires a Stormwater Pollution Prevention Plan (SWPPP) be submitted with the plan set and be reviewed by the City of Ellensburg Stormwater Utility along with a set of temporary sediment erosion control plans (TESC).

3. In addition, Ecology now requires an Operation and Maintenance (O&M) Plan be submitted to the City for review and retainage. The O&M Plan must address the long term maintenance of the stormwater facilities (swales) that will be constructed onsite to deal with the flow control and treatment requirements of Core Element 5&6 in the Eastern Washington Stormwater Management Manual.

Here is a link for additional information from Ecology;
https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit/eCoverage-packet

Other issues:
During civil plan review, Public Works establishes the preliminary addressing plan, the developer will need to work with the Post Office to establish the mail delivery routing plan and mailbox locations. The Post Office requires the use of metal Collection Box Unit style mailboxes.

Due to the size and location of the project a complete Traffic Impact Analysis (TIA) will need to be completed. The TIA will need to evaluate the traffic impact before and after the proposed development. Contact the Public Works Department to discuss the limits of the TIA scope. The city has established transportation impact fees. This project may be required to pay impact fees. You can view the traffic impact fees online at http://www.codepublishing.com/wa/ellensburg/.

The developer is required to obtain all other permits (HPA if required, DOE construction site grading permit, etc.) that may be required as a result of plat development.

Additional utility easements may be required for any proposed utility outside of the right of way. Specific issues will be addressed at civil plan submittal.

Irrigation water will need to comply with Irrigation District requirements, and be continued through the site to downstream users.

Landscape plans will need to be included for review of any conflicts with existing or proposed utilities.

Any work being done in the right of way will require permits and the contractor to have proper insurance and bonding on file with the City.

Site plan will need to comply with the City's Public Works Development Standards for parking and storm water.

Cc File 23-132

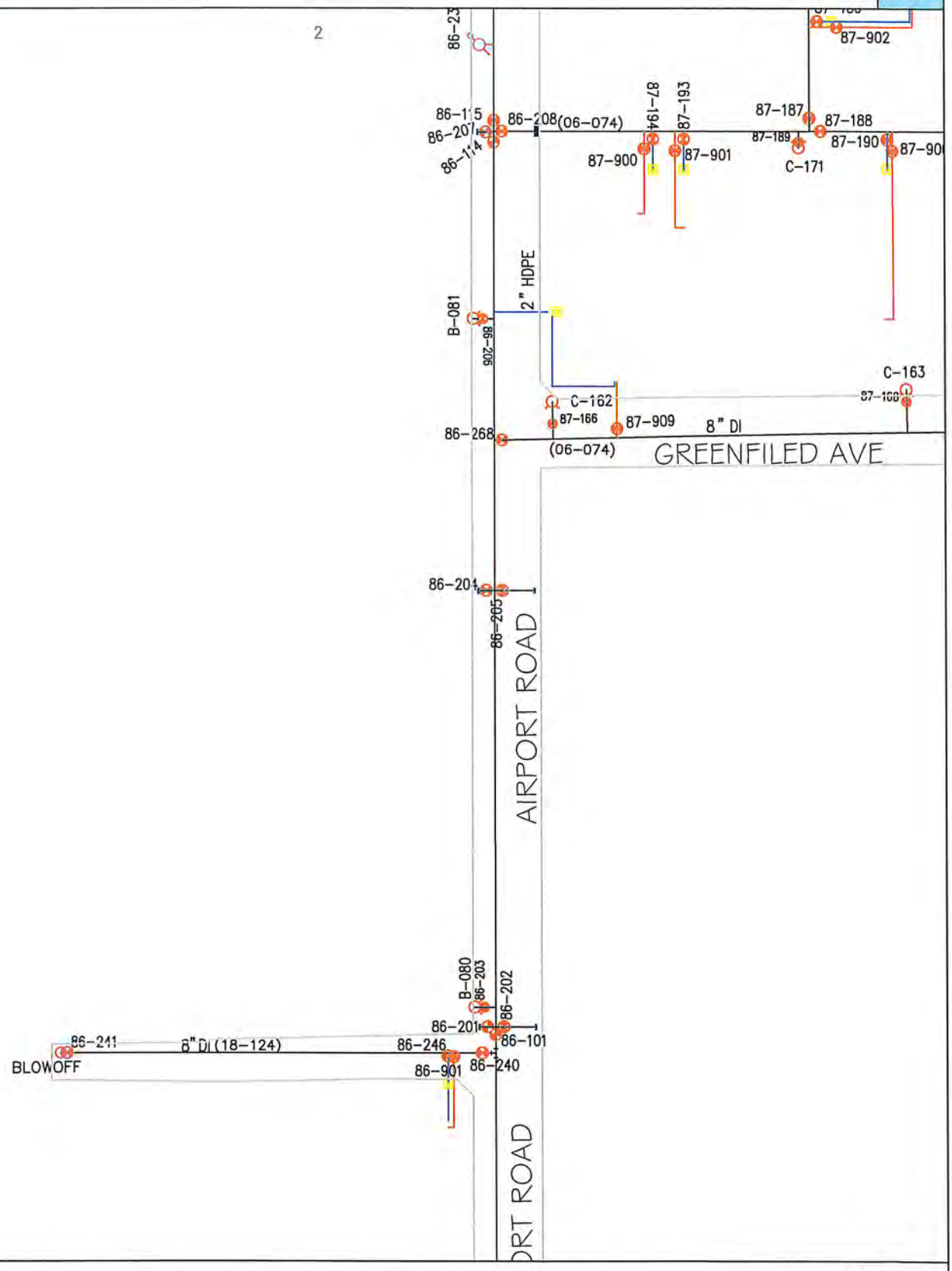
811 Know what's **below.** **Call** before you dig.

CITY OF ELLENSBURG

PUBLIC WORKS DEPARTMENT

UTILITY MAP REQUEST INFORMATION

WATER



DISCLAIMER:
THE CITY OF ELLENSBURG PUBLIC WORKS DEPARTMENT CANNOT VERIFY THE ACCURACY OF THE UTILITIES REPRESENTED ON THIS PLAN. THEY ARE DISPLAYED FOR EASE OF PLANNING AND INSTALLATION AND ARE BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTORS AND DEVELOPERS SHOULD REFER TO CIVIL PLANS FOR MOST CURRENT DESIGN REVISION AND CALL 811 BEFORE YOU DIG.

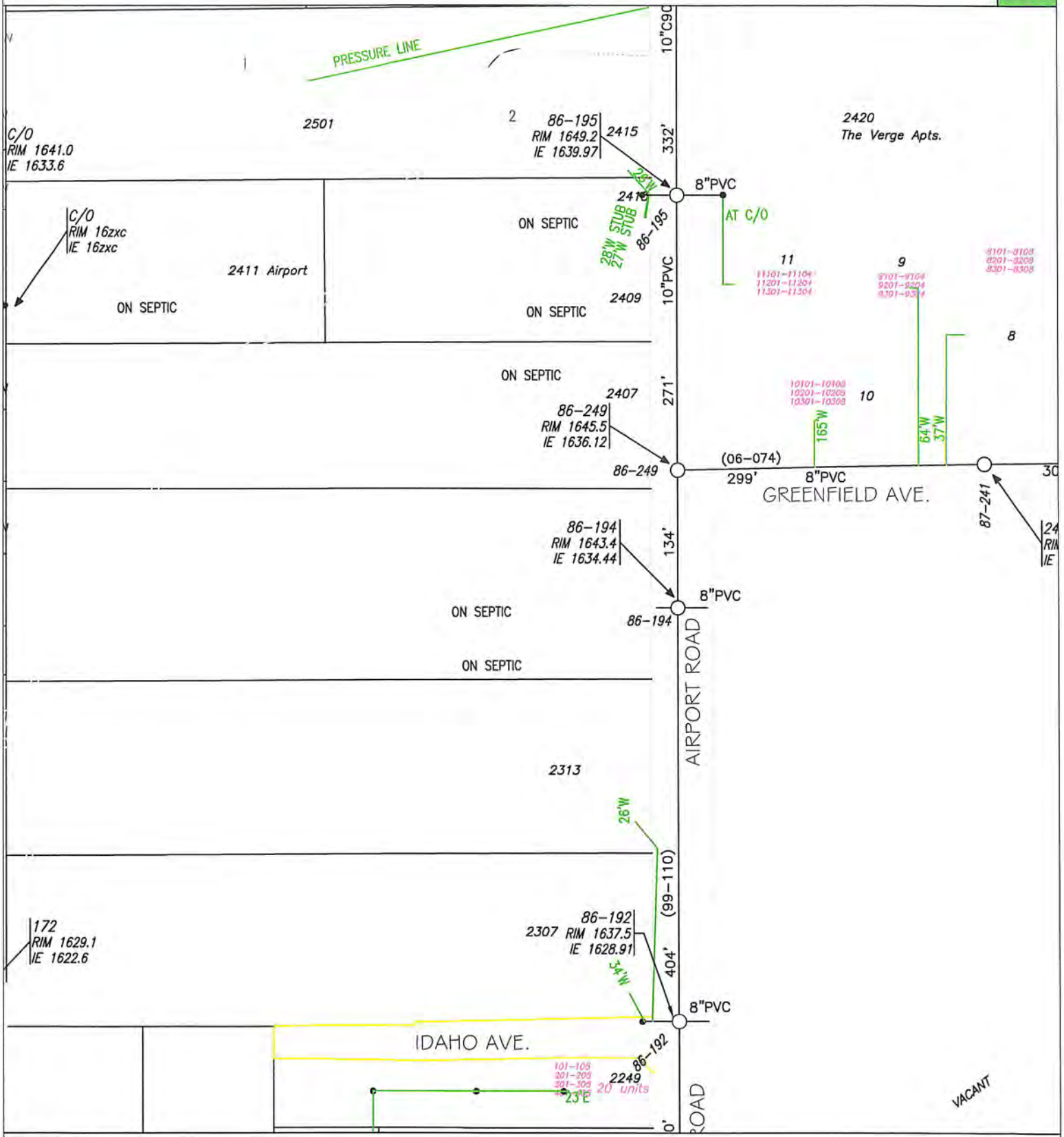
811 Know what's below. Call before you dig.

CITY OF ELLENSBURG

PUBLIC WORKS DEPARTMENT

UTILITY MAP REQUEST INFORMATION

SEWER



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811 Know what's below. Call before you dig.

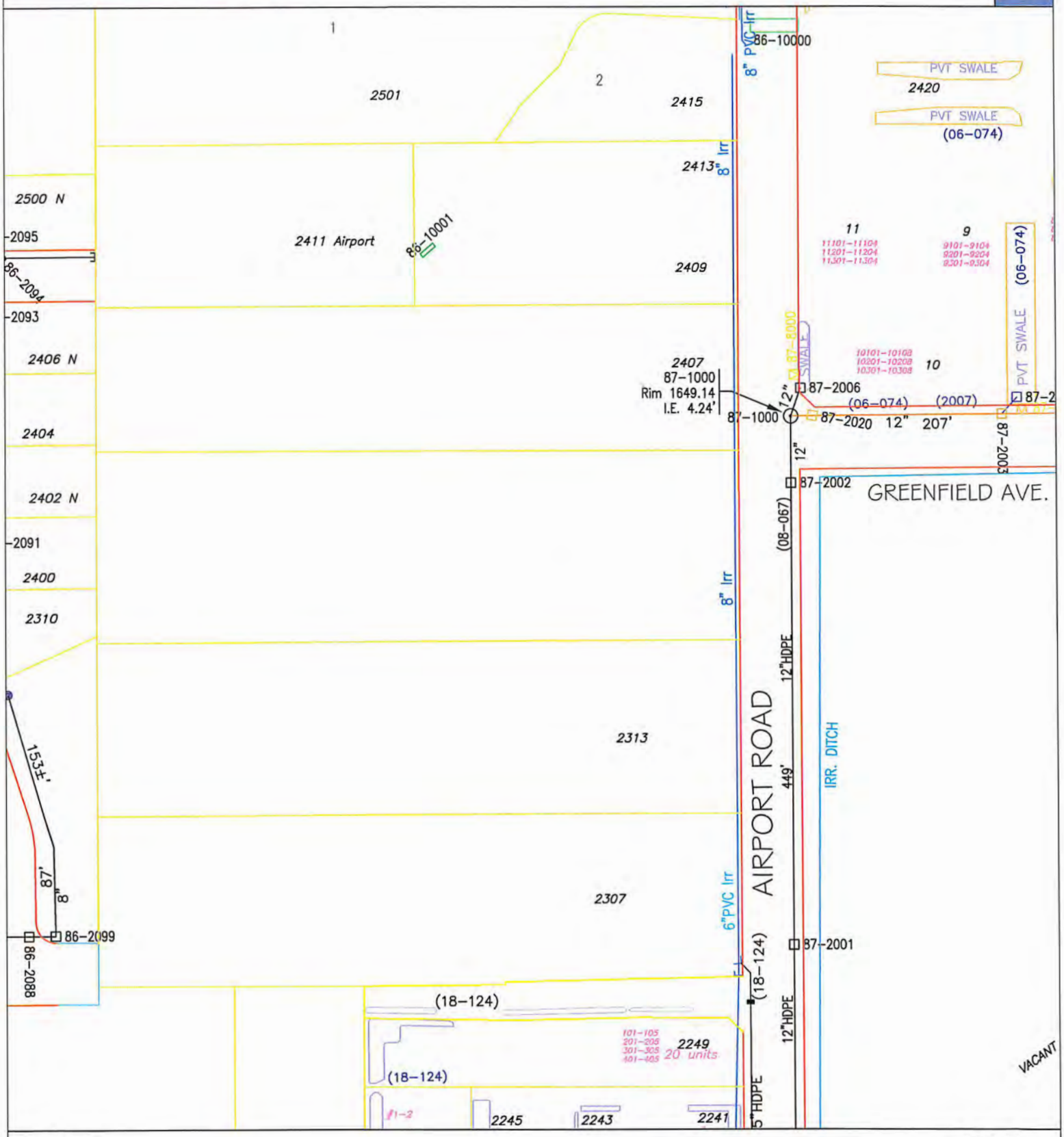
City of Ellensburg WASHINGTON

CITY OF ELLENSBURG

PUBLIC WORKS DEPARTMENT

UTILITY MAP REQUEST INFORMATION

STORM



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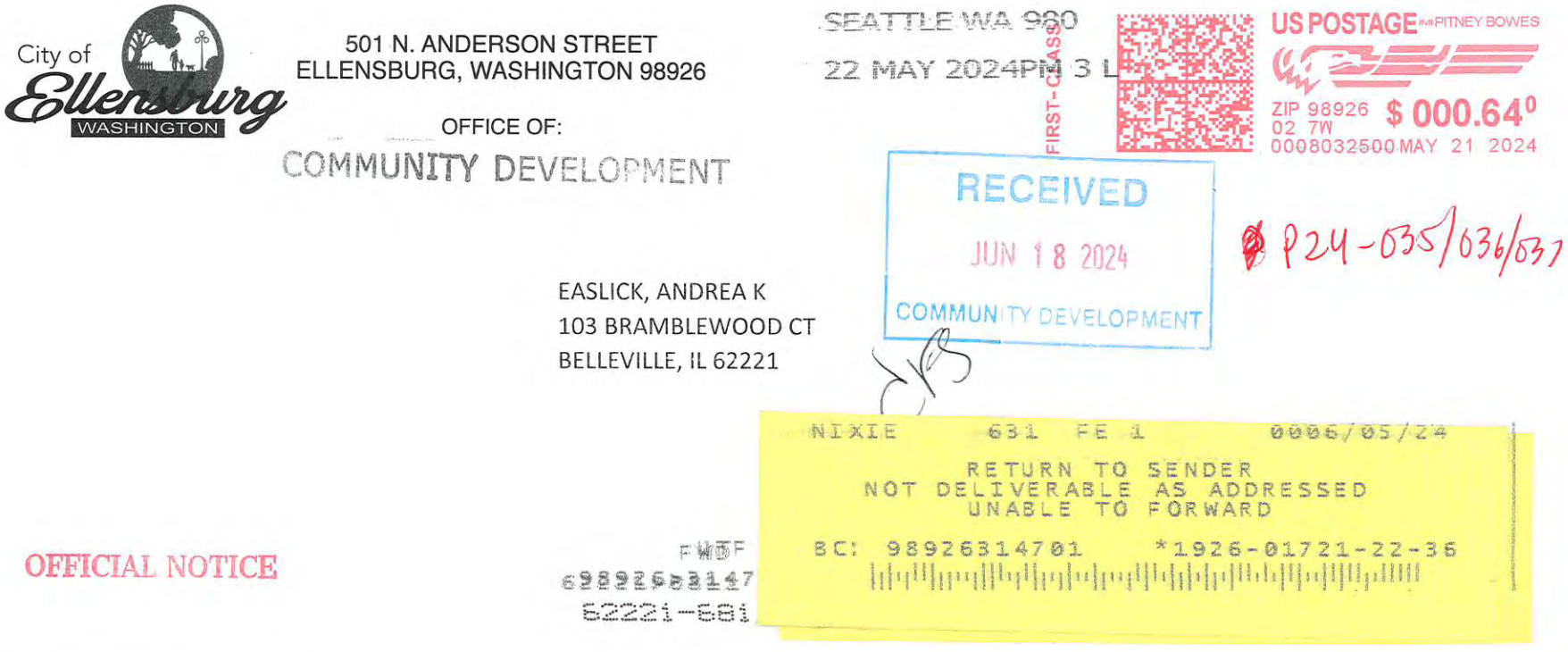
811 Know what's below. Call before you dig.

Exhibit 1.12- Returned Mailers



City of Ellensburg WASHINGTON

501 N. ANDERSON STREET
ELLENSBURG, WASHINGTON 98926

OFFICE OF:
COMMUNITY DEVELOPMENT

SEATTLE WA 980
22 MAY 2024PM 3 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 98926 $ 000.64⁰
02 7W
0008032500 MAY 21 2024

RECEIVED
JUN 18 2024
COMMUNITY DEVELOPMENT

P24-035/036/037

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

NIXIE 631 FE 1 0006/05/24
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 98926314701 *1926-01721-22-36

OFFICIAL NOTICE

FWDF
98926>3147
62221-681

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

May 21, 2024

RE: Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Tuesday, July 2, 2024 at 11:00 am** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Monday, June 8, 2023. All interested persons may participate at the Open Record Public Hearing on Monday, July 10, 2023 at 4:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
Comments due date: June 12, 2024
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: johnstonj@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

City of Ellensburg WASHINGTON

501 N. ANDERSON STREET
ELLENSBURG, WASHINGTON 98926

OFFICE OF:
COE - COMMUNITY DEVELOPMENT

SEATTLE WA 980
5 JUN 2024 PM 4 L
FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 98926
02 7W
0008032500 JUN 04 2024
$ 000.64⁰

RECEIVED
JUL 01 2024
COMMUNITY DEVELOPMENT

P24-035/036/037

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

NIXIE 631 FE 1 0006/21/24
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 98926314701 *2026-09297-05-36

OFFICIAL NOTICE

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

June 4, 2024

RE: NEW COMMENT DEADLINE AND HEARING DATE

Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Monday, July 22, 2024, at 3:00 pm,** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Wednesday, June 26, 2024. All interested persons may participate at the Open Record Public Hearing on Monday, July 22, 2024 at 3:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
UPDATED Comments due date: June 26, 2024
UPDATED Public Hearing Date: July 22, 2024 – 3:00pm
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ellensburgwa.gov

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

May 21, 2024

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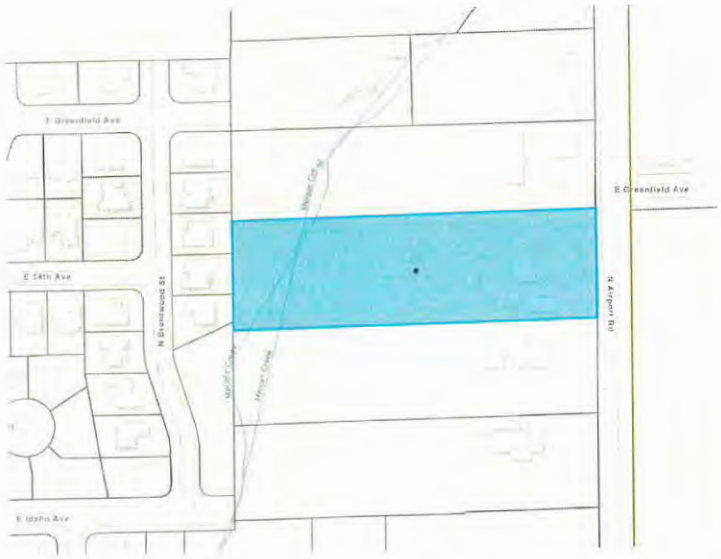


Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: johnstonj@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

Exhibit 1.13- Signed DNS

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

State Environmental Policy Act (SEPA)
DETERMINATION OF NON-SIGNIFICANCE (DNS)

Proponent: Matt Stalder, agent for property owner

Description: This proposed site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Lead Agency: City of Ellensburg **File #:** P24-037

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This **Determination of Non-Significance (DNS)** is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS. Any action to set aside, enjoin, review, or otherwise challenge this administrative SEPA action on the grounds of noncompliance with the provisions of Chapter 43.21C RCW shall be made to the Hearings Examiner within 14 days of this decision.

Responsible Official: Jeremy Johnston
Title: Planning Manager
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 925-8653 Fax: (509) 925-8655

Date: 7/2/24 **Signature:** _____

Pursuant to ECC 15.270.200 the city of Ellensburg establishes administrative appeal procedures which are contained in ECC 15.230.040, which shall be made to the Hearing Examiner, as applicable to the matter being appealed.

COMMUNITY DEVELOPMENT
P24-035

Land Use Application Cover Sheet

PA-01
APPLICATION

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

INSTRUCTIONS – PLEASE READ FIRST AND ANSWER ALL QUESTIONS COMPLETELY.

If you have any questions about this form or the application process, please ask to speak with a planner. All necessary attachments and the filing fee are required upon submittal. Filing fees are not refundable. This application consists of two parts. PART I - GENERAL INFORMATION and PART II, project descriptions and site plan contain additional information specific to your proposal and all required information MUST be attached to this page to complete the application process.

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	Matt Stalder						
	Mailing Address:	501 W 12th Ave						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone :	(509) 929 4820
	E-Mail:	staldermw@gmail.com						
2. Applicant's Interest in Property:	Check One:	☐ Owner	☑ Agent	☐ Purchaser	☐ Other _____			
3. Property Owner's Information (If other than Applicant):	Name:	Dan Shissler & Martha Kurtz						
	Mailing Address:	2501 N Airport Rd						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone :	(509) 899 2955
	E-Mail:	mdshissler@gmail.com						

4. Subject Property's Assessor's Parcel Number(s):
572733

5. Legal Description of Property. (if lengthy, please attach it on a separate document)
See Attached

6. Property Address:
2319 N Airport Rd

7. Property's Existing Zoning:
☑ RS ☐ RL ☐ RM ☐ RH ☐ RO ☐ CN ☐ CH ☐ CT ☐ CC ☐ CCII ☐ MHP ☐ IL ☐ IH ☐ PR ☐ PUD

8. Type Of Application: (Check All That Apply)

☐ Final Plat Application	☑ Environmental Checklist (SEPA Review)	☐ Conditional Use Permit
☐ Type (II) Review	☐ Landmarks COA	☑ Rezone
☐ Boundary Line Adjustment	☐ Landmarks Demolition	☐ Shoreline
☐ Short Plat Alteration	☐ Commercial Wireless Communication	☑ Critical Areas Review
☐ Preliminary Short Subdivision	☐ Appeal to HE / City Council	☐ Variance/Admin. Variance
☐ Preliminary Long Subdivision	☐ Code Interpretation	☐ Temporary Use Permit
☐ Plat Vacation	☐ Regional Retail Master Plan	☐ Design Review Major/Minor
☐ Plat Alteration	☐ Design Review Departure	☐ Binding Site Plan
☐ Master Plan P-R Use	☐ Comprehensive Plan Amendment	☐ Essential Public Facility
☐ Annexation	☐ Development Code Amendment	☐ Site Development Permit

9. PART II – PROJECT DESCRIPTION AND SITE PLAN (See attached page)

10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Property Owner's Signature — Date: 8-5-24

Applicant's Signature — Date: 4/18/24

FILE/APPLICATION(S)#

RECEIVED 4/22/24
COMMUNITY DEVELOPMENT
P24-035

Site Specific Rezone Permit Application Form

PA-04
APPLICATION

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

A pre-application meeting is required prior to submitting a Rezone application. Site-specific rezones to change the current zoning of a property to a new zoning category that is consistent with the comprehensive plan land use designation for the property are reviewed as Type IV processes. Type V reviews involve the legislative revisions to the zoning map for area-wide changes including comprehensive plan updates and those proposed to implement subarea plans.

Application Fee: $1200 (Pre-App Fee: $500 may be applied here also)

In addition to the existing application fee, the applicant shall be required to pay a $600 Hearing Examiner fee. If the Hearing Examiner fee is less than $600, the difference shall be returned to the applicant. If the Hearing Examiner fee exceeds $600, the additional cost shall be billed to and paid by the applicant.

The Planning Division will be unable to accept your Rezone Application if you fail to provide ALL of the following required material.

OFFICIAL USE ONLY:	
Staff Person:	KB
Date Submitted:	4/22/24
Fee Total:	$1200
FILE #:	P24-035
Associated Permit File #:	P24-036 P24-037 P23-124

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).			
Legal Owner Name(s):	Dan Shissler & Martha Kurtz	Day Phone:	509 899 2955
Mailing Address:	2501 N Airport Rd		
E-mail:	mdshissler@gmail.com	Cell Phone:	
***APPLICANT**:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other Agent		
Name:	Matt Stalder	Day Phone:	
Mailing Address:	501 W 12th Ave, Ellensburg, Wa		
E-mail:	staldermw@gmail.com	Cell Phone:	
CONTACT PERSON:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other Agent		
Name:		Day Phone:	
Mailing Address:			
E-mail:		Cell Phone:	

PROJECT INFORMATION:			
Parcel Number(s) of Site:	572733		
Site Address (if any):	2319 N Airport Rd		
Current City Zoning Designation :	Residential Suburban	Requested City Zoning Designation :	Residential High Densit

(OVER)

PROJECT INFORMATION:

Ellensburg City Code 15.250.060 requires that application for site specific rezone amendments to the zoning district map may only be approved if/all the following criteria are satisfied. Please include responses as an attachment.

(INCLUDE RESPONSES AS AN ATTACHMENT TO THIS APPLICATION)

1. Narrative project description (include as attachment): Please include at a minimum the following information in your description: describe project size, location, and all qualitative features of the proposal; include every element of the proposal in the description.

2. Applicant for rezone must demonstrate that the following criteria are met (attach additional sheets as necessary):

A. Conditions have changed since the imposition of the zoning classification on the property.

B. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

C. The proposed rezone is consistent with the comprehensive plan; and

D. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district. :

Applicants may propose conditions to be imposed on the site specific rezone in order to mitigate any detrimental effect the rezone might have on uses or property in the immediate vicinity of the proposed rezone. Any conditions imposed by the city on the rezone shall be incorporated in a development agreement executed by the city council and the property owners(s), under the procedures set forth in RCW 36.70B.170 through 36.70B170 through 36.70B.200 and ECC Chapter 15.380 (Development Agreements)
The burden of this demonstration is on the rezone applicant.

3. Site Plan Requirements:

- The proposed project and dimensions in relation to the property boundaries. Show how the property is located in reference to existing streets, alleys and sidewalks.
- The proposed project and dimensions in relation to all existing and proposed development on the property. Show all existing buildings or structures on subject property and those proposed to be located on property with setback dimensions and distances between buildings.
- Show present and additional “off-street” parking, if required.

(The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11” x 17” size)

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Matt Stalder, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner: (or Authorized Agent)	Matt Stalder	**Date:**	4/18/24

RECEIVED 4/22/24
COMMUNITY
DEVELOPMENT
P24-035

Rezone Application Narrative for 2319 N Airport Rd

1. This application is requesting a site-specific rezone of 2319 N Airport Rd, parcel 572733, from Residential Suburban to Residential High Density. The total site is 2.72 acres on the West side of Airport Rd. The site is relatively flat and with mostly pasture grass with some trees on either end with Mercer Creek on the West end. The footprint of the single family house that burned down is still visible, the debris and remnants of the house have been razed and backfilled. The surrounding land use is high density multifamily buildings to the North East and South, single family houses in the immediate vicinity, and medium density apartment buildings in the area. The current zoning of R-S is inconsistent with surrounding land use, housing needs and comprehensive plan designation. The rezone will allow for construction of a 60 unit apartment building and off street parking seen in the attached site plan. The majority of the site will remain untouched as the wetland boundary setback creates a large amount of nature open space. The building will be a 3-4 floor walk up with modulation adapting to the shape of the allowed buildable area.

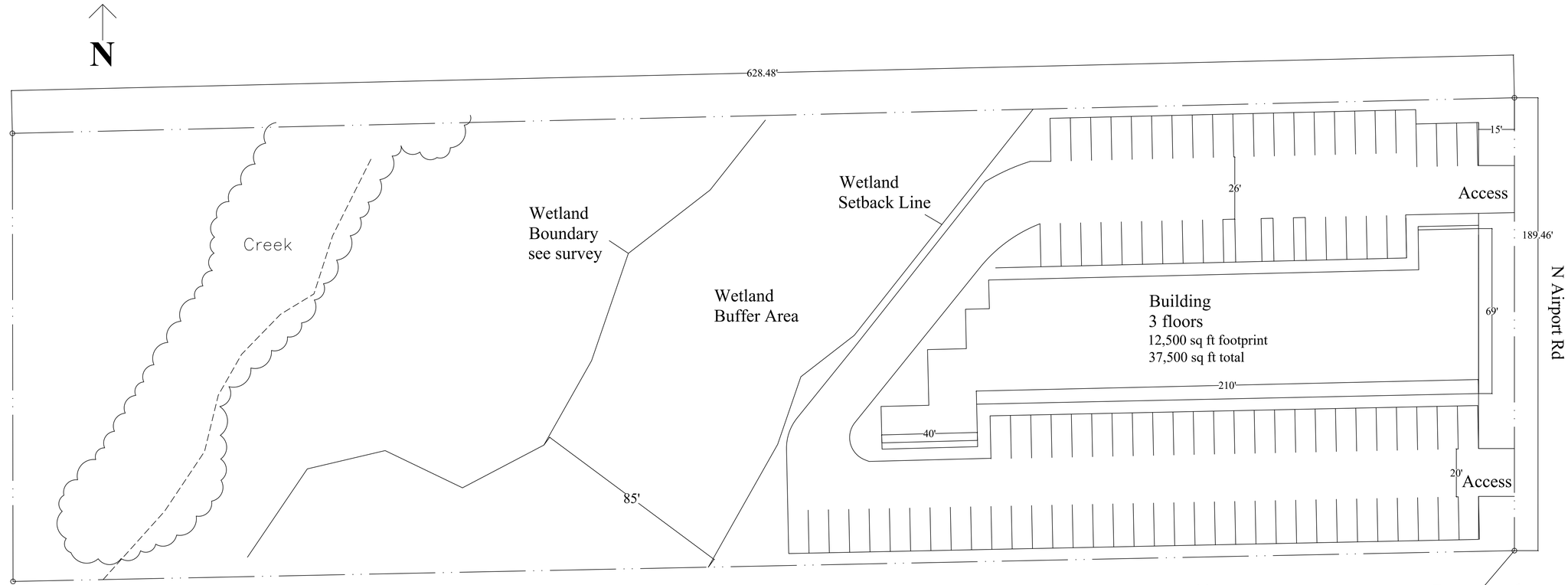
2. A. The conditions of the property and land use needs have changed dramatically since the last update to its zoning two decades ago. The City has expanded rapidly and as the area of the site has experienced infill of higher density rental developments with more needed with single family developments going elsewhere in town.

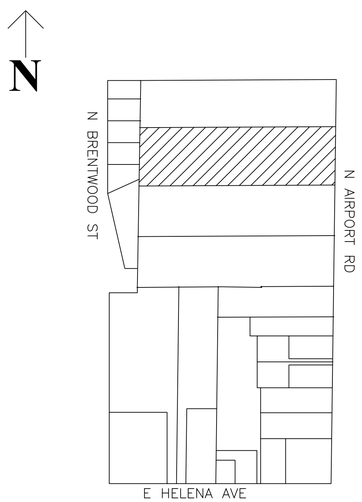
   B. The rezone is critical to the area as it will allow for the higher density development that the City has acknowledged is required to help alleviate the housing shortage of the town. With the increased density allowed with the rezone, the project will add a larger number of units within an area of increasing density and thus reducing urban sprawl expansion. There will also be infrastructure upgrades as a requirement of development benefiting pedestrians and the public and a wetland study to protect area wildlife.

   C. The parcel is in the Urban Neighborhood area portion of the Future Land Use Map on page 29 of the Comprehensive Plan. The Residential High-Density zone is intended for the Urban Neighborhood area type shown stated in ECC 15.300.040(D).

   D. ECC 15.300.040(A) additionally implies that RS is not an allowable zone the Urban Neighborhood use area. RS is also an inconsistent zone as it is for “areas characterized predominantly by single-family dwellings,” while the area around the site is predominantly larger scale multifamily developments which is what the RH zone is intended for. Parcels nearby to the south are zoned RH with a mid-rise apartment building on and one and a large scale multifamily development being planned on the other so rezoning the parcel in question would create consistency in the neighborhood.

Exhibit 1.16- Application Project Site Plans





General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

Airport Rd Apartments
2319 N Airport Rd
#####
#####

Project	Sheet
#####	1
Date: 5/14/2024	
Scale: 275:1	

P24-035 Airport Rezone Record

Submitted to:

Andrew Kottkamp, City of Ellensburg Hearings Examiner

Submitted by:

Stacey Henderson, Senior Planner

Public Hearing Date

August 14, 2024

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926

STAFF REPORT

TO: Andrew Kottkamp, City of Ellensburg Hearing Examiner

FROM: Stacey Henderson, Senior Planner
City of Ellensburg Community Development Department

RE: Open Record Public Hearing for Rezone Application P24-035, from Residential Suburban (R-S) to Residential High (R-H) Zoning, Submitted by Matt Stalder, agent for property owner.

DATE: Wednesday, August 14, 2024, 9:00am via Zoom.

I. GENERAL INFORMATION

Applicant: Matt Stalder, agent for property owner.

Requested Action: The applicant seeks to rezone the subject property from Residential Suburban (R-S) to Residential High (R-H) for the purpose of developing a multifamily building complex. A State Environmental Policy Action (SEPA) Determination of Non-Significance (DNS) was issued for the subject parcel on July 2, 2024, for the site-specific rezone and proposed apartment structure.

Location: The parcel is located on the west side of Airport Road north of the intersection with Helena Ave, in Ellensburg; Kittitas County Assessor's Parcel ID# 572733 addressed as 2319 N. Airport Road. (**Exhibit A**).

II. BACKGROUND AND SITE INFORMATION

Site History: Parcel ID # 572733 is in the Residential-Suburban zone, and is a currently vacant parcel, as the single-family residence burned down in 2022 according to documents submitted. The applicant is proposing to develop the site with one multistory multifamily building. The property is bordered by Residential-Suburban zoning to the north, west, and south. The property is bordered to the east by an unincorporated island with a future land use designation of Urban Neighborhood .

Site Characteristics: The site topography is relatively flat, and currently vacant of structures. Mercer Creek runs north to south along the west parcel boundary.

Surrounding Properties: A zoning map of the surrounding properties is attached as **Exhibit B**. The zoning of the surrounding properties is further described below.

North: The properties to the north are zoned Residential Suburban and consist of single-family dwellings on properties ranging in size from 0.54 and 1.88 acres.

South: The properties to the south are zoned Residential-Suburban, Residential-Medium and Residential-High and consist of single-family dwellings and multifamily dwellings.

East: The properties to the east are within an unincorporated island, and consist of undeveloped land and multiple multi-story, multifamily dwellings.

West: The properties to the west are zoned Residential-Suburban (R-S) and consist of single-family dwellings.

Access: Access to the property is from Airport Rd, an existing minor arterial.

Zoning and Development Standards, ECC Title 15: Ellensburg City Code (ECC) Table 15.310.040, *Dwelling, Multifamily* – indicates that multifamily dwellings are permitted in the Residential-High zone.

Comprehensive Plan Designations: A map of the comprehensive plan future land use designations is attached as **Exhibit C**. The parcel is designated Urban Neighborhood which accommodates a range of housing types from small lot single dwellings to Large-scale multistory, multi-dwelling developments. This future land use designation accommodates areas close to the University Campus and allows for residential high-density zoning. The Urban Neighborhood designation is consistent with all adjacent parcels.

Public Comments: Community Development originally issued a joint SEPA, Rezone, and hearing notification of application on May 21, 2024, initiating a 21-day comment period which was to conclude on June 12, 2024. **(Exhibit D)** Due to unmet noticing requirements with the combined SEPA and Rezone notice, the initial public comment period was cancelled, and the notification of application was reissued on June 4, initiating a 21-day comment period which concluded on June 26, 2024. **(Comment Period Noticing- Exhibits E, G, I)** The City of Ellensburg Public Works Department initially submitted comments on June 3, 2024, stating that future development applications will require consistency with Public Works development standards, and that a Traffic Impact Analysis would be required. The Washington State Department of Ecology submitted comments on June 24, 2024, regarding water quality requirements. **(Exhibit K)** The applicant reviewed both comments, and responded via email on June 28, 2024 that they have no questions or comments.

Notice of the rescheduled open record public hearing **(Hearing Notices- Exhibits F, H, J)** was published in the legal section of the Daily Record on July 23, 2024, and the site was posted with a land use action signs on July 23, 2024. **(Exhibit J)** On July 19, 2024 a notice of the rezone was mailed to property owners within 300 feet of the proposed site (**Exhibit F**). As of the date of this staff report no public comments have been received.

III. ENVIRONMENTAL (SEPA) REVIEW

The applicant submitted the required SEPA checklist for review, which was processed as follows:

SEPA Checklist Submitted:	04/22/24
Determination of Completeness:	05/15/24
Notice to Property owners:	#1- 05/21/24 #2- 06/04/24
SEPA Threshold Determination	07/2/24

Community Development received multiple agency and public comments during the comment period. The full comment letters are provided in **Exhibit K** of the review materials. Community Development reviewed the comments and received and the applicants' responses and drafted conditions to mitigate environmental impacts.

A SEPA **Determination of Non-Significance (DNS)** was issued on July 2, 2024 (**Exhibit M**), for the non-project site specific rezone. No appeals were filed.

IV. PROJECT ANALYSIS

A. Ellensburg City Code Requirements for Site-Specific Rezone

Per Ellensburg City Code, site-specific rezone applications are subject to the Type IV review process, and the Hearings Examiner provides a recommendation to City Council after holding an open record public hearing. The Hearings Examiner must find that the application is in compliance with the decision criteria in ECC 15.250.060.

The criteria for consideration of a site-specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:

1. Conditions have changed since the imposition of the zoning classification on the property;
2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;
3. The proposed rezone is consistent with the comprehensive plan;
4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.

B. Analysis of Criteria for a Site-Specific Rezone

The applicant has submitted an application (**Exhibit N**) with a narrative (**Exhibit O**) addressing the rezone criteria found in ECC 15.250.060(C). The applicant seeks Residential High (R-H) zoning in order to construct a 60-unit apartment complex. The information submitted by the applicant is followed by staff analysis.

A. Conditions have changed since the imposition of the zoning classification on the property.

Applicant narrative: *The conditions of the property and land use needs have changed dramatically since the last update to its zoning two decades ago. The City has expanded rapidly and as the area of the site has experienced infill of higher density rental developments with more needed with single family developments going elsewhere in town.*

Staff analysis*:* Parcel 572733 is zoned Residential Suburban, and borders parcel 582733 along its southern boundary line. Parcel 652733 is located two parcels south of the subject parcel, and in 2023, was rezoned from Residential Suburban (R-S) to Residential High (R-H), to help meet the increased housing demand in this area of the City. The City of Ellensburg's has experienced a housing shortage since the last zoning map update, particularly missing middle housing which often requires higher density to accomplish. The site-specific rezone request for Residential High (R-H) zoning is consistent with the Urban Neighborhood land use designation, as well as recent growth.

B. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

Applicant narrative: *The rezone is critical to the area as it will allow for the higher density development that the City has acknowledged is required to help alleviate the housing shortage of the town. With the increased density allowed with the rezone, the project will add a larger number of units within an area of increasing density and thus reducing urban sprawl expansion. There will also be infrastructure upgrades as a requirement of development benefiting pedestrians and the public and a wetland study to protect area wildlife.*

Staff analysis: The rezone of parcel 572733 to a Residential High (R-H) zoning designation will allow for higher density residential development. The City of Ellensburg's Housing Action Plan, adopted by Ordinance in October of 2021, describes a need for higher density development to meet the projected housing needs through 2037. The residential structure will conform with Ellensburg City Code and will meet the goal encouraging opportunities for infill as supported by the comp plan without increasing an unexpected demand on utilities and services. This will support the public health, safety, and general welfare of the community by reducing pressures on the low housing supply options.

C. The proposed rezone is consistent with the comprehensive plan.

Applicant narrative: *The parcel is in the Urban Neighborhood area portion of the Future Land Use Map on page 29 of the Comprehensive Plan. The Residential High-Density zone is intended for the Urban Neighborhood area type shown stated in ECC 15.300.040(D).*

Staff analysis: The current comprehensive plan land use designation for this parcel is Urban Neighborhood, which is consistent with the rezone request to residential High density (R-H) (**EXHIBIT C**).

D. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.

Applicant narrative: *ECC 15.300.040(A) additionally implies that RS is not an allowable zone the Urban Neighborhood use area. RS is also an inconsistent zone as it is for "areas characterized predominantly by single-family dwellings," while the area around the site is predominantly larger scale multifamily developments which is what the RH zone is intended for. Parcels nearby to the south are zoned RH with a mid-rise apartment building on and one and a large scale multifamily development being planned on the other so rezoning the parcel in question would create consistency in the neighborhood.*

Staff analysis: The current comprehensive plan land use designation for this parcel is Urban Neighborhood, which is consistent with the rezone request to residential High density (R-H) (**EXHIBIT C**).

Based on the assessment above, staff finds the proposal to be consistent with the rezone evaluation criteria found in ECC 15.25.060.

In addition, staff finds the request for Residential High (R-H) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:

Goal LU-1, "Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods."

Policy B, "Integrate new development with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities."

Residential High-Density Zone (R-H). The R-H zone is intended to comprise areas for high density multifamily residential development in areas served by transit and within walking distance from commercial services. This zone is appropriate for any of the following or combination thereof:

a. Areas designated blended residential neighborhood, urban neighborhood, or community mixed-use in the comprehensive plan;

b. Areas characterized by multifamily buildings;

c. Areas adjacent to commercial zoned property;

d. Areas located along corridors served by transit.

The applicant seeks Residential High Density (R-H) zoning to be able to construct a multifamily complex. Adjacent parcels to the south and west already contain multifamily structures. The applicant will be responsible for meeting all development standards under the Land Development Code.

V. RECOMMENDATION

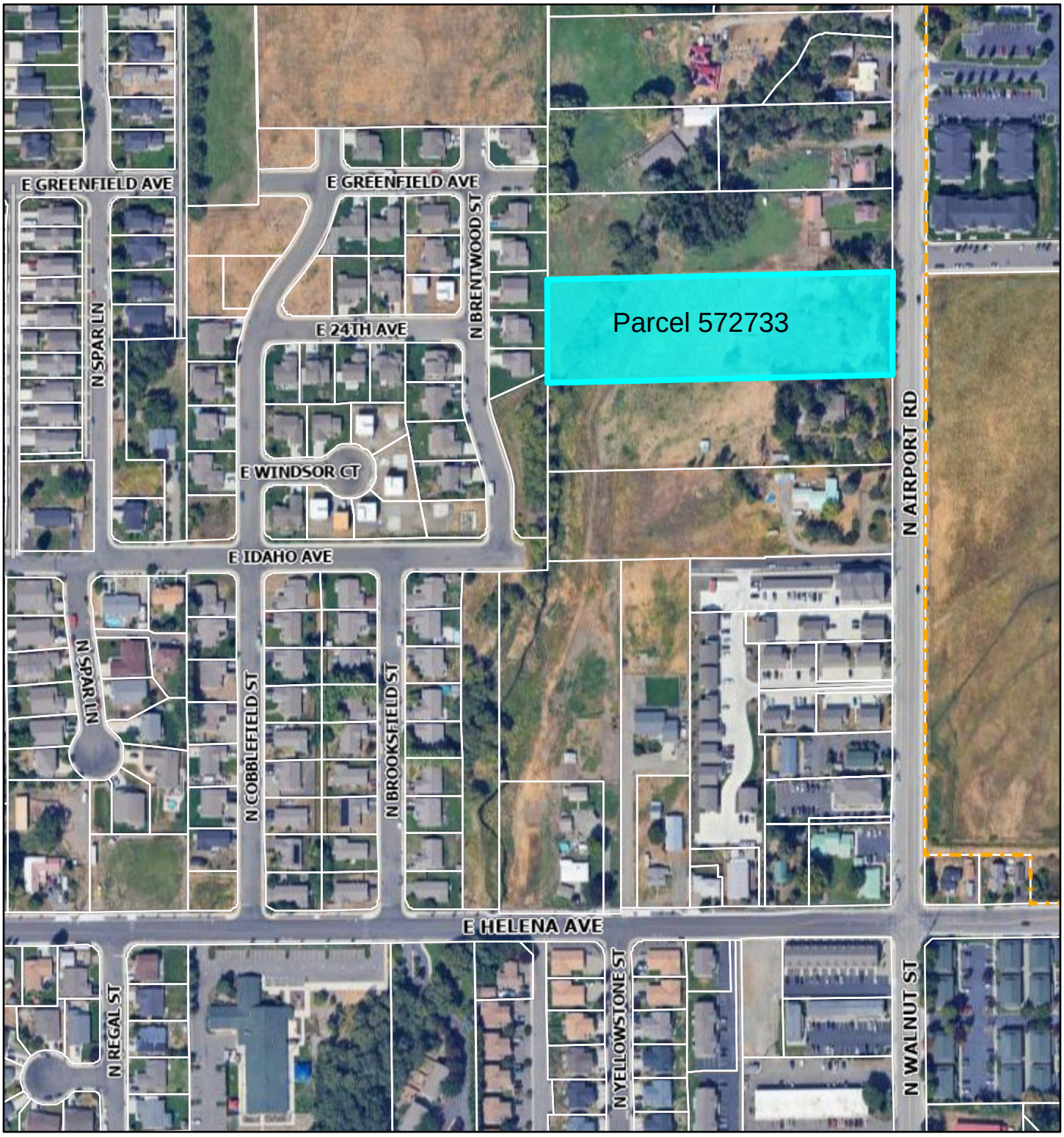
Staff finds the proposal to be consistent with the criteria outlined in 15.250.050 pertaining to rezones. As such, staff recommends that the Hearing Examiner recommend approval of the rezone request, Residential Suburban (R-S) to Residential High (R-H) for the purpose of developing a multifamily multiple building complex on parcel 572733 to the City Council with the following condition:

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

EXHIBITS:

A. Location Map
B. Current Zoning Map
C. Comprehensive Plan Future Land Use Designation Map
D. Affidavit of Mailing and Buffer Map- Original Public Comment Period
E. Affidavit of Mailing and Buffer Map- Reissued Public Comment Period
F. Affidavit of Mailing and Buffer Map- Rescheduled Hearing
G. Affidavit of Publication- Reissued Public Comment Period
H. Affidavit of Publication- Rescheduled Hearing
I. Land Use Action Sign and Affidavit of Posting- Reissued Public Comment Period
J. Land Use Action Sign and Affidavit of Posting- Rescheduled Hearing
K. SEPA Comments
L. Returned Mailers
M. SEPA MDNS
N. Rezone Application
O. Rezone Application Narrative
P. Applicant Project Site Plans

Exhibit A- Location Map



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County Parcels

City Parcels

City Limits

Owner Address

Site Address

Alley

Roads

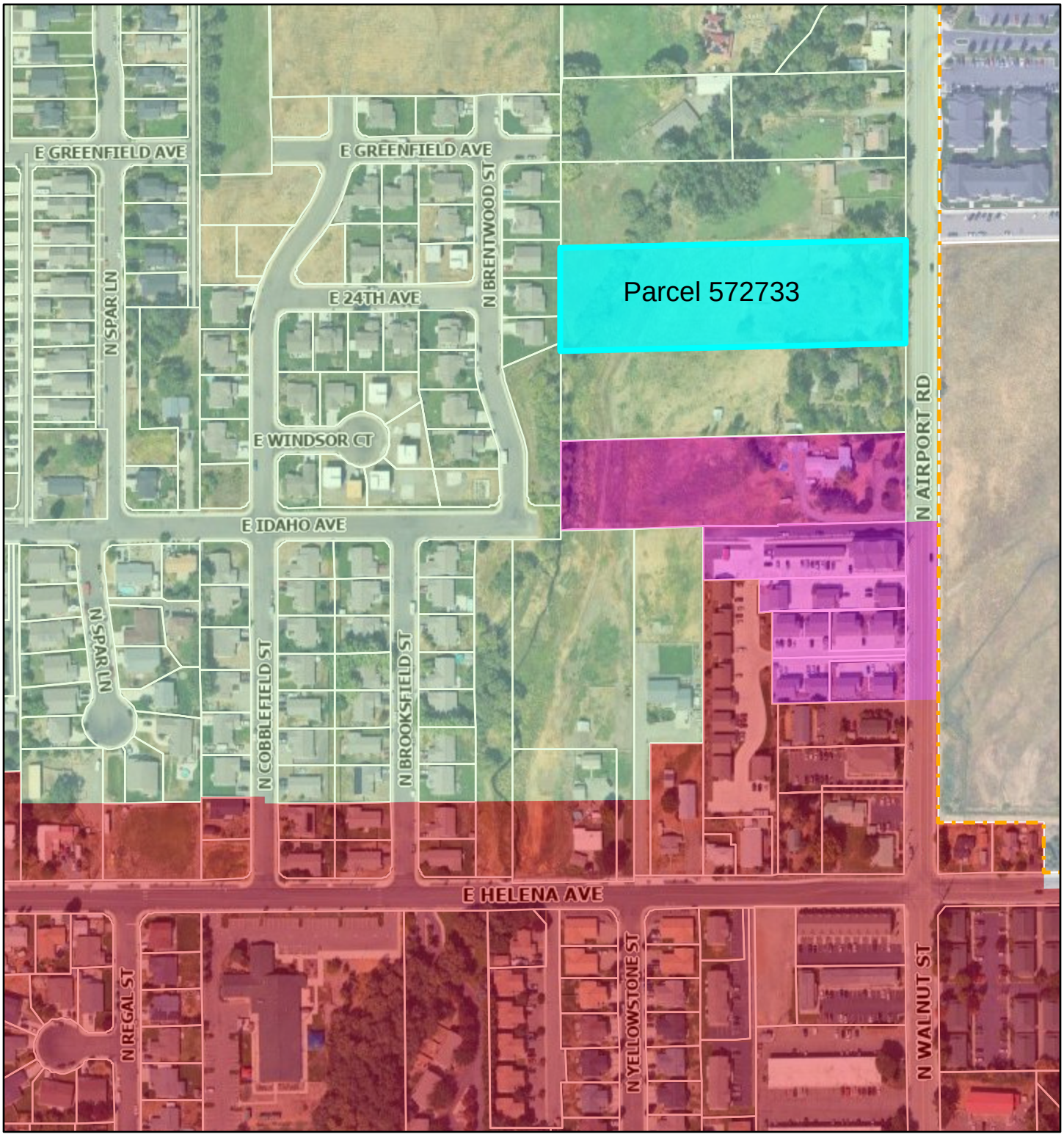
Road

Major Arterial

Google Maps

Google Maps | Hexagon, WaTech, Kittitas County GIS | Washington State Department of Natural Resources | Kittitas County Public Works | COE GIS | Kittitas County Auditor | Kittitas County

Exhibit B- Current Zoning Map



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Google Maps

County Parcels

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Zoning

RS

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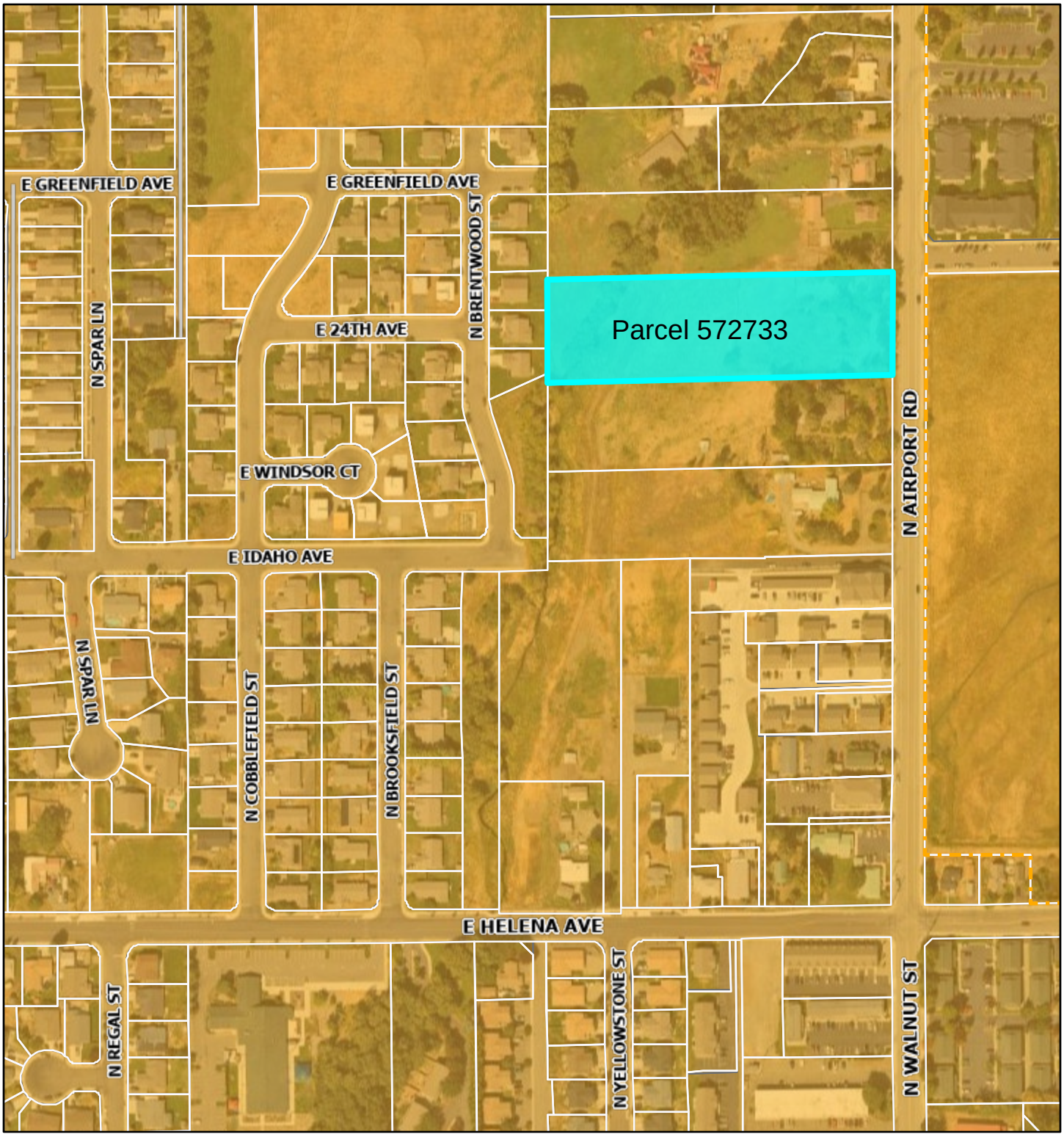
Exhibit C - P24-035 Future Land Use Map



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Owner Address

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Land Use Designations

Urban neighborhood

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ANDARC LLC
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CARSON, WA 98610-0725

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MANDELAS, GEORGE J
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COMMEREE, JANIE GRACE
402 E GREENFIELD AVE
ELLENSBURG, WA 98926

P24-035/P24-037

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 5/21/24 Signed Kathy Boots

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

May 21, 2024

RE: Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Tuesday, July 2, 2024 at 11:00 am** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Monday, June 8, 2023. All interested persons may participate at the Open Record Public Hearing on Monday, July 10, 2023 at 4:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
Comments due date: June 12, 2024
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: johnstonj@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

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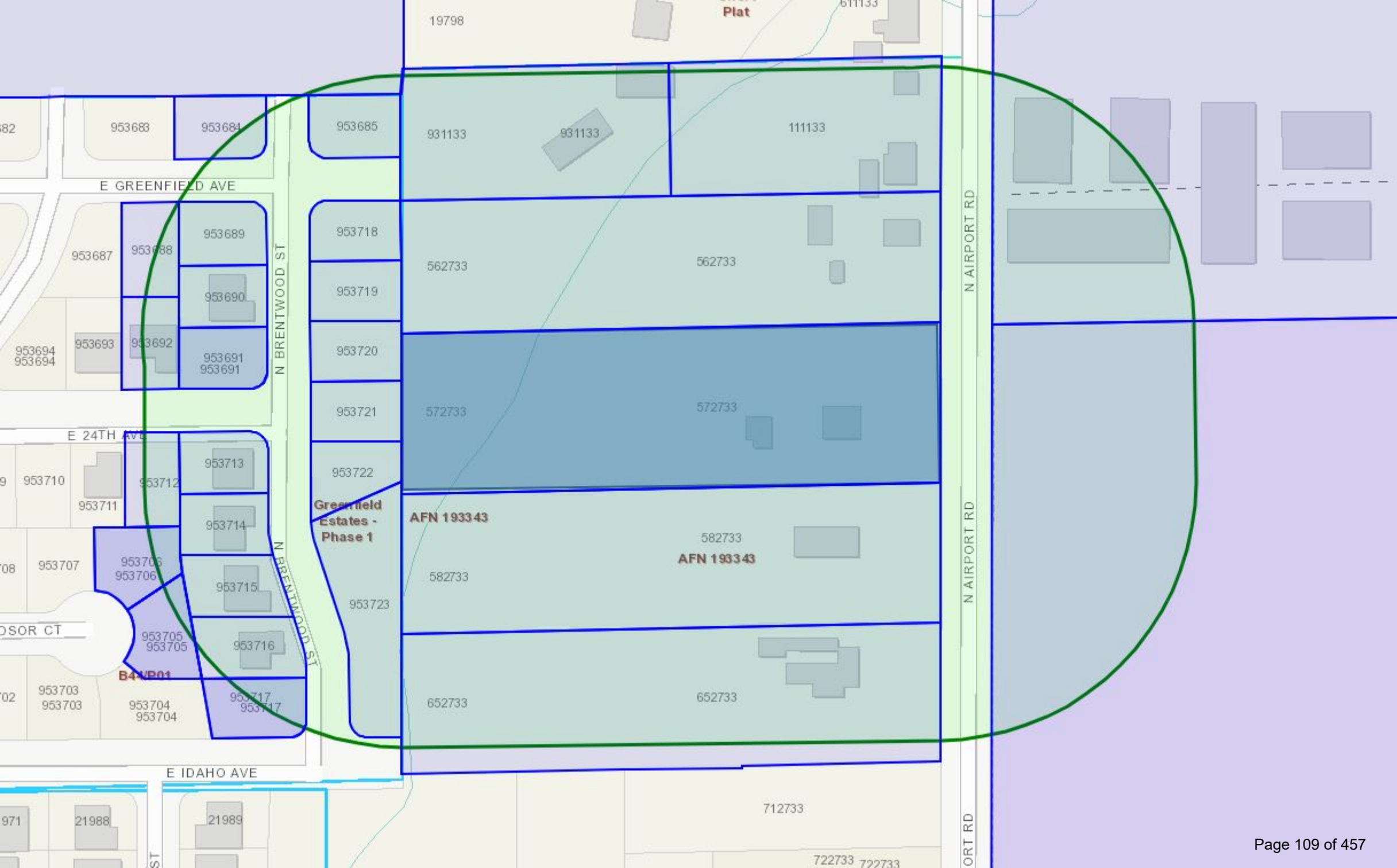
Community Development Senior Planner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PZ 24-037
PZ 24-036
PZ 24-035

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 6/4/24 Signed Kathy Boots

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Date & Signed

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June 4, 2024

RE: NEW COMMENT DEADLINE AND HEARING DATE

Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Monday, July 22, 2024, at 3:00 pm,** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Wednesday, June 26, 2024. All interested persons may participate at the Open Record Public Hearing on Monday, July 22, 2024 at 3:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
UPDATED Comments due date: June 26, 2024
UPDATED Public Hearing Date: July 22, 2024 – 3:00pm
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

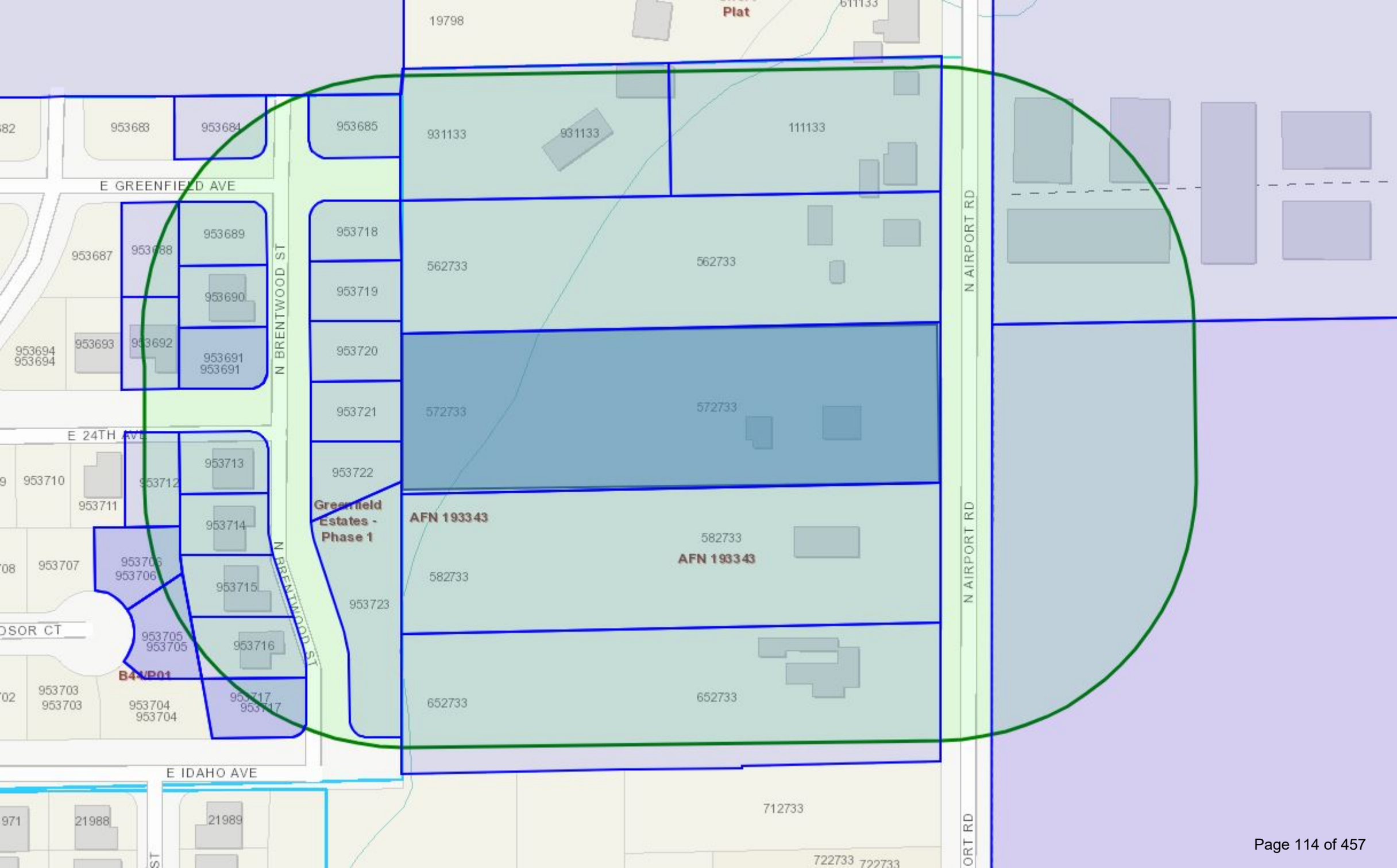
Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ellensburgwa.gov

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner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HEARN, JOEL & KIMBERLY
2405 N BRENTWOOD ST
ELLENSBURG, WA 98926

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

ANTZ, JAMES V & BILLIE L LEWIS
2500 N BRENTWOOD ST
ELLENSBURG, WA 98926

HARRELL, WILLIAM & HAYLEY
2405 LANDON LN
ELLENSBURG, WA 98926-5915

HRA VERGE OWNER LLC
601 UNION ST STE 1401
SEATTLE, WA 98101-1363

ANDARC LLC
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

SHISSLER, DAN &
2501 N AIRPORT RD
ELLENSBURG, WA 98926

HEUKER, DONNA W
PO BOX 725
CARSON, WA 98610-0725

BRENTWOOD HOME OWNERS ASSOCIATION
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

CUPP, CODY W
406 E 24TH AVE
ELLENSBURG, WA 98926-2524

EMERICH, SALLY
2313 AIRPORT RD
ELLENSBURG, WA 98926-9331

STATE OF WASH (CWU) FAC. MGMT DEPT
MAIL STOP # 7523
ELLENSBURG, WA 98926-7502

CHILDRESS, ANNELIESE
2409 N AIRPORT RD
ELLENSBURG, WA 98926-9332

COLAZO, BEATRIZ & OVIDIO
2309 N BRENTWOOD ST
ELLENSBURG, WA 98926-4227

DOMINGO, MARK C
604 S 23RD ST
TACOMA, WA 98405

BERGENER, JUSTIN & CELISE
1887 WHITNEY MESA DR
HENDERSON, NV 89014-2069

MANDELAS, GEORGE J
2407 AIRPORT RD
ELLENSBURG, WA 98926

COMMEREE, JANIE GRACE
402 E GREENFIELD AVE
ELLENSBURG, WA 98926-5183

P24-035

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 7/19/24 Signed Kathy Boots

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

July 19, 2024

RE: Notice of Application and Open Record Public Hearing for Rezone Application, case # P24-035, submitted by Matt Stalder, Agent for Property Owner

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing at **9:00 am on Wednesday, August 14, 2024** to consider a Rezone application (P24-035) submitted by Matthew Stalder, agent for property owner. The request is for a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

The original public notice for this hearing was sent on Tuesday, June 4, 2024, with a scheduled hearing of July 22, 2024. The July 22 hearing was **rescheduled** for August 14, 2024.

Date of application: April 22, 2024
Date of notice of complete application: May 15, 2024
RESCHEDULED Public Hearing Date: AUGUST 14, 2024- 9:00am
Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

NOTICE IS FURTHER GIVEN that all persons interested in these matters may attend in person or remotely. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98296, attention: Senior Planner Stacey Henderson, or to his email: hendersons@ellensburgwa.gov. **Comments must be submitted in writing by 5:00 pm on Monday, August 12, 2024, in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself.**

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall) or by calling 509-925-8614.

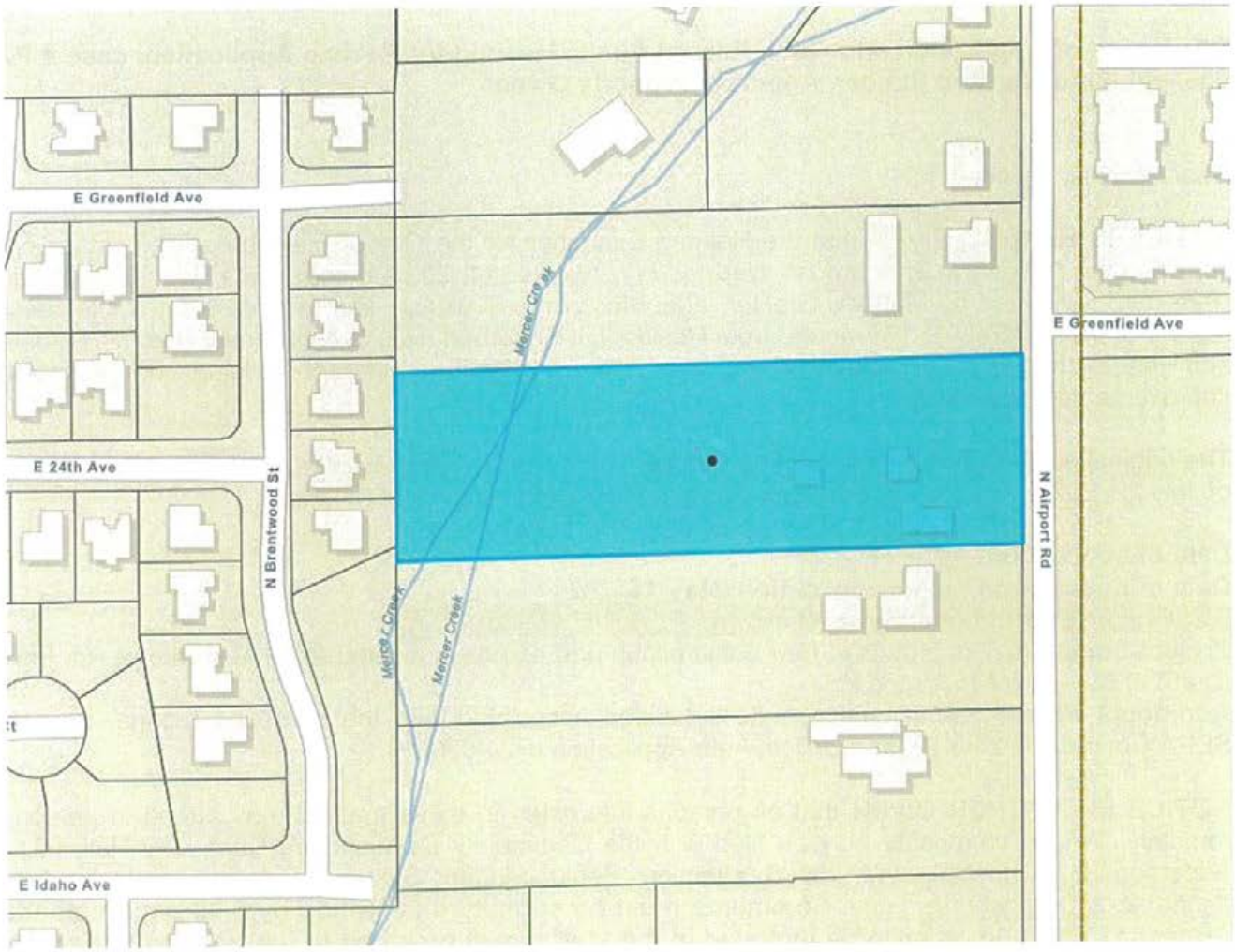
Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ci.ellensburg.wa.us.

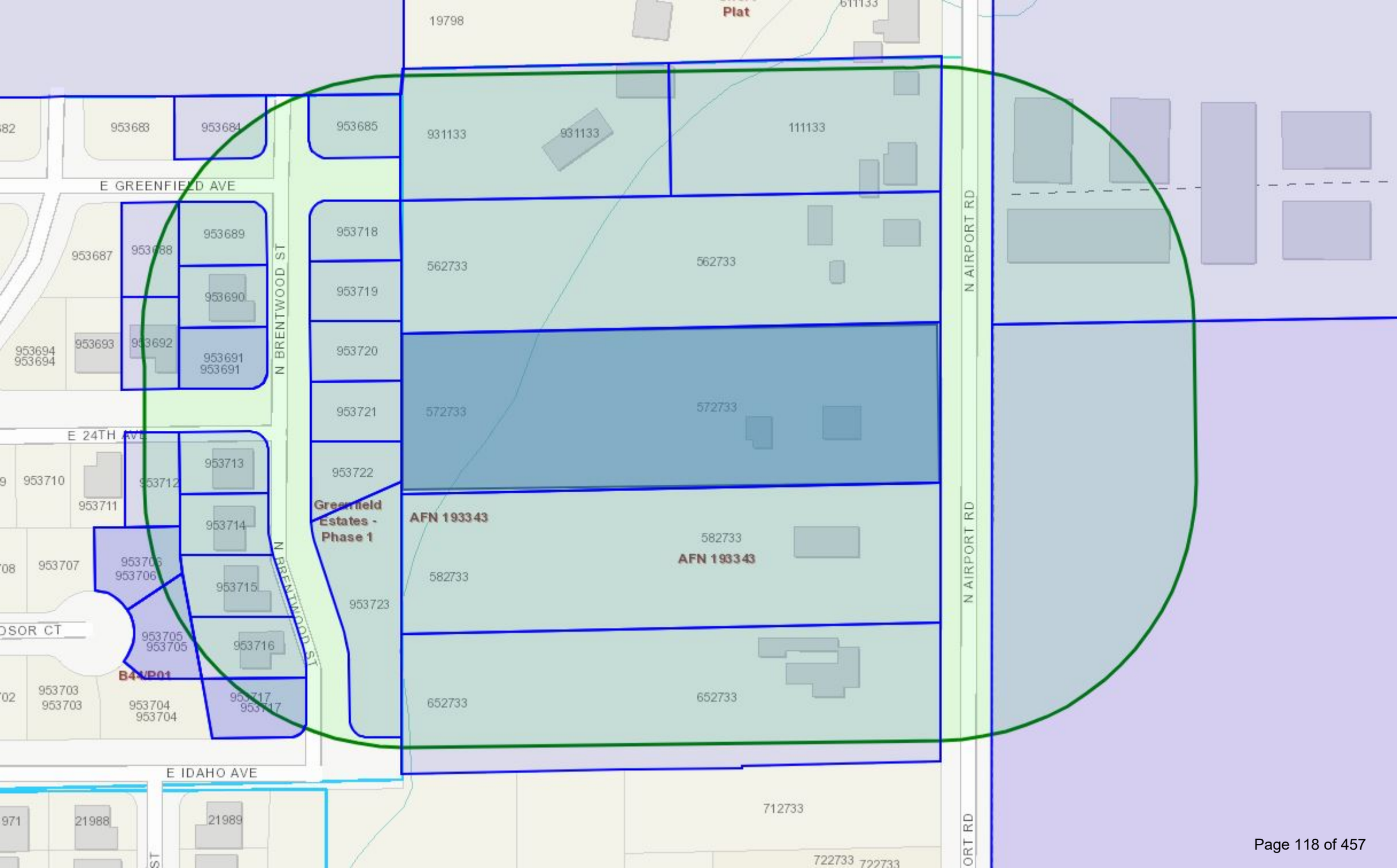
Sincerely,

Stacey Henderson

Stacey Henderson

Senior Planner

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953722
Greenfield Estates - Phase 1
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AFN 193343
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953705
953705
953716
B4VP01
953703
953703
953704
953704
953717
652733
652733
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21989
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722733

P24-035
P24-037

RECEIVED
JUN 11 2024
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-COMMUNITY DEVELOPMENT
NOA&PH:P24-035 REZONE P24-037 SEPA

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.

06/04/24

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 $161.75 the rate of $13.75 per column inch for each insertion.

August Rose Gallo

Subscribed to me this date: 06/06/24

BRITTANY GONZALES
Notary Public
State of Washington
Commission # 22011993
My Comm. Expires Mar 12, 2026

Brittany Gonzales

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

Signed Name

520873

TO PLACE AN AD CALL 509-925-1414

Classifieds & Legals

VISIT US ONLINE AT DAILYRECORDNEWS.COM

CAREERS

Help Wanted

THORP SCHOOL DISTRICT #400

3rd Grade Elementary Teacher - Job Share

Starting 2024-2025 School Year

$52,520-$104,404 DOE/E (0.5 FTE)

Position and benefits descriptions at www.thorpschools.org Send applications to mckeeb@thorpschools.org

THORP SCHOOL DISTRICT #400

P-12 School Counselor

Starting 2024-2025 School Year

$52,520-$104,404 DOE/P (1.0 FTE)

Position and benefits descriptions at www.thorpschools.org Send applications to mckeeb@thorpschools.org

THORP SCHOOL DISTRICT #400

Para Educator SY 2024-25

Hiring for the 2023-2024 School Year. PARAPROFESSIONAL $19.58-$22.34/hr DOE

Position description at www.thorpschools.org. Send applications to mckeeb@thorpschools.org

Help Wanted

THORP SCHOOL DISTRICT #400

K-12 Art Instructor/CTE Graphic Art 6th-12th grade

Starting 2024-2025 School Year

$52,520-$104,404 DOE/E (1.0 FTE)

Position and benefits descriptions at www.thorpschools.org Send applications to mckeeb@thorpschools.org

Legals

2024 MRSC ROSTERS
SMALL PUBLIC WORKS, CONSULTANT, and VENDOR ROSTERS
FOR PARTICIPATING WASHINGTON STATE LOCAL GOVERNMENT AGENCIES LOCATED IN SOUTH CENTRAL WASHINGTON

The Municipal Research and Services Center of Washington (MRSC) hereby advertises on behalf of the below listed local government agencies in Washington State local governments in South Central Washington (Kittitas, Yakima, Klickitat, Benton, Franklin, Walla Walla, and Columbia counties), including – but not limited to – cities (Title 35 RCW and Title 35A RCW), counties (Title 36 RCW), port districts (Title 53 RCW), water-sewer districts (Title 57 RCW), irrigation districts (Title 87 RCW), school districts and educational service districts (Title 28A RCW), fire districts (Title 52 RCW), transit agencies (e.g., Ch. 36.57A RCW, Ch. 36.57A RCW, Ch. 36.73 RCW, Title 81 RCW), and public utility districts (Title 54 RCW), for their projected needs for small public works, and for consulting services throughout 2024. As applicable, MRSC advertises on behalf of some local governments for their projected needs for vendor services throughout 2024. Interested businesses may apply at any time by visiting the MRSC Rosters website at www.mrscrosters.org. For questions about MRSC Rosters, email mrscrosters@mrsc.org.

Some or all of the listed local governments may choose to use the MRSC Rosters service to collect businesses' Master contracts for certain types of work may be required.

SMALL PUBLIC WORKS ROSTERS: Service categories include construction, building, renovation, remodeling, alteration, repair, or improvement of real property as referenced in RCW 39.04.155. Subcategories can be viewed on the MRSC Rosters website.

CONSULTANT ROSTERS: Service categories include architectural, engineering, and surveying services as referenced in Chapter 39.80 RCW, as well as other personal and professional consulting services. Subcategories can be viewed on the MRSC Rosters website.

VENDOR ROSTERS: Service categories include supplies, materials, and equipment not being purchased in connection with public works contracts, and limited service contracts as referenced in RCW 39.04.190. Subcategories can be viewed on the MRSC Rosters website.

A list of currently subscribing local governments that have their Small Works Roster, Consultant Roster, and Vendor Roster hosted by MRSC Rosters can be found at https://www.mrscrosters.org/participating-agencies or by contacting the MRSC Rosters Program Coordinator at 206-625-1300 ext. 14.

New local government agencies may join at any time. The list in those cases active agencies.

Published Daily Record: June 4, 2024

Help Wanted

Shuttle Drivers Needed
CDL Required.
The Gorge Amphitheater

Part time: $22 - $25 per hour, plus great tips

Schedule: Weekends May 25th - Oct 7th, 2024

Will be working at the Gorge Amphitheater. Call Jeff at 206-227-9972 www.starmetcollection.com

MERCHANDISE

Antiques & Collectibles

Aubrey's Clock Gallery in Issaquah is

NOW servicing Eastern Washington! We service Grandfather Clocks, Wall Clocks, Mantle Clocks, and Antique Clocks.

Pickup and Delivery are available!

Send a picture of your clock and your phone number to aubrey011@att.com OR call Aubrey at 425-392-5200 for a free estimate. Check out our website at www.aubreysclockgallery.com

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 1-888-305-1582.

SUBSCRIBE TODAY

Legals

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Published Daily Record: June 4, 2024

Wanted

$$ PAYING TOP DOLLAR $$ for sport card collections!

Baseball, basketball, football & Pokemon. Premium paid for vintage.

Call Corey 541-838-0364

NOTICES, CHILD CARE

Announcements

STOP OVERPAYING FOR HEALTH INSURANCE! A recent study shows that a majority of people struggle to pay for health coverage. Let us show you how much you can save. Call Now for a no-obligation quote: 1-877-765-1117. You will need to have your zip code to connect to the right provider.

PREPARE FOR POWER OUTAGES today with a GENERAC home standby generator. $0 money down + low monthly payment options. Request a FREE Quote. Call now before the next power outage: 1-855-674-7053.

The more you tell the more you sell!

Legals

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, Central Washington University, acting by and through Facilities Management Department, hereby advises all interested parties that Contract No. 16066-01for the Short Getz Boiler Replacement, Central Washington University, Ellensburg, Washington with Apollo Mechanical Contractors, Kennewick, WA has been accepted as of May 23, 2024 by the Senior Vice President for Finance and Administration of Central Washington University.

The statutory lien period became effective for the filing of all liens and claims against the retained percentage of payment to the Contractor on the above date.

Any liens filed subsequent to July 7, 2024 will not be recognized.

STATE OF WASHINGTON
CENTRAL WASHINGTON UNIVERSITY
FACILITIES MANAGEMENT DEPARTMENT

PUBLISH: Daily Record: May 28, June 4 & 11, 2024/
LEGAL #: 518659

NOTICE OF APPLICATION AND PUBLIC HEARING (NEW COMMENT DEADLINE AND HEARING DATE)
P24-035 REZONE REQUEST
P24-037 SEPA REQUEST

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing **at 3:00 pm on Monday July 22, 2024** to consider a Rezone application (P24-035) submitted by Matt Blasko, Agent for the property owner. The applicant seeks a rezone/site rezone of parcel #372733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Date of application: April 22, 2024
Date of notice of complete application: May 15, 2024
UPDATED Comments due date: June 26, 2024
UPDATED Public Hearing Date: July 22, 2024 – 3:00pm
Project Location: The proposed new 65-Site/60-Unit rezone is located at 2010 N Airport Rd, Parcel ID #372733, west of N Airport Rd.
Additional Permits: Additional permits submitted concurrent with the proposal is none, including SEPA Checklist (P24-037), and Critical Area Application (P24-036).

NOTICE IS FURTHER GIVEN that all persons interested in these matters may attend in person or remotely. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98926, attention: Senior Planner Stacey Henderson, or to her email: henderson@ellensburgwa.gov. **Comments must be submitted in writing by 5:00 pm on Wednesday, June 26, 2024 in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself.**

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Environmental Review: The City expects to issue a Determination of Nonsignificance (DNS) for this proposal and will use the optional DNS process under WAC 197-11-355, meaning this may be the only opportunity for the public to comment on the environmental impacts of the proposal. A copy of the Determination may be obtained from the City once made.

Published Daily Record: June 4, 2024

Announcements

ADVERTISE STATEWIDE with a $500 classified listing or $1600 for a display ad. Call this newspaper or

360-344-2938 for details.

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. 855-635-4229.

PETS & SUPPLIES

Pets/Pet Supplies & Equipment

GSP Puppies

AKC German Shorthaired Pointer Puppies ready 5/24 for new homes.

Tails docked/dew claws removed/vet checked 1st shot. Parents are bird hunters.

425-462-0706 Leave

Legals

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Published Daily Record: June 4, 2024

Legals

ADVERTISEMENT FOR BIDS

General Surgery & Cath Lab Suites TI
Kittitas Valley Healthcare
KDA Architecture

In accordance with Title 39, Chapter 44, Section 1 of the Revised Code of the State of Washington, Kittitas Valley Healthcare hereby gives public notice of the need for materials and work for construction that conforms to all applicable codes and governmental ordinances in effect at the time of this notice.

Sealed Bids will be received by Kittitas Valley Healthcare at 603 S. Chestnut St., Ellensburg WA 98926 at the front Security Desk for construction of the General Surgery Clinic TI and the Cardiac Medicine TI projects as indicated in the Contract Documents.

Bids shall be delivered to Kittitas Valley Healthcare at the location indicated above no later than 2PM on July 3rd. Bids delivered after the time(s) indicated above will not be accepted or considered.

Bids and Bid Bond shall be submitted in accordance with the Instructions to Bidders contained in the Contract Documents.

Bids will be opened and publicly read aloud immediately after deadline.

Project Description: This project consists two set of documents and a single project that will be completed in two separate phases. Phase 1 will be the work indicated in the KVH General Surgery Clinic TI documents and Phase 2 will be the work described in the KVH Cardiac Medicine TI documents. Please note that the Phase 2 documents reference pieces from a third set of documents, the previously permitted KVH Site improvements project. This is due to the General Contractor's need to coordinate scope that KVH's contractors under a separate agreement. That separate agreement will be scope that focuses on landscaping and irrigation upon the demolition of the Surgical Services Complex and the lines of that scope are noted on the Demo site drawings with the details remaining in that third set.

Phase one: The KVH General Surgery Clinic TI is a tenant improvement to the existing General Surgery Clinic Suite A in the KVH Surgical Services Complex, to create private exam rooms and to meet FGI Code requirements. The clinic is approximately 2,860 SF. The existing is a type V-B Construction and is a B Occupancy. There will also be the addition of a corridor walkway, approximately 28 SF, to connect the new exterior door to an existing window.

Phase two: The Cardiac Medicine TI is a tenant improvement to currently vacant shell space, Suite D, in the KVH Surgical Services Complex. The building is a type V-B construction and is a B Occupancy. The area of work is approximately 4,275 SF of renovation for an Orthopedic clinic and a Wound Care clinic. There will also be, however, as to the tune of approx. nearly 3,205 SF as remove the existing brick pathways and replace with "mud" set concrete, this project includes a new security gate and any site work on exterior, as per Contract Documents.

Estimated Construction Cost: $[illegible]

A pre-bid meeting and site walk-through will be held on Wednesday June 12th, 1PM, at the project site. Attendance at the meeting is mandatory for General Contractors that intend to bid and that qualify when following the supplemental criteria of the Instructions to Bidders. Please RSVP your intent to attend at least 24 hours prior to the meeting to the Point Person of Record.

Questions are to be directed in writing to the Architect of Record: KDA Architecture, Attn: Ken Carnicelli (509) 575-5008 ken.carnicelli@KDAarchitecture.com

Contract Documents are on file at KDA Architecture and at www.KDAplan-room.com and may be viewed online by bidders at no cost. Hard copy sets to be used for pricing or construction may be purchased at Bidders /Contractors expense from the architect's plan room by checking the "Order" option or downloaded digital files may be forwarded to a printer of Bidder's / Contractor's choice. All Bidders are to be on file in order to view or plan holder on the plan room. Point of contact Aaron K. of Aquilon Reprographics, 509-747-2504, with all questions regarding the plan room.

No Bidder may withdraw his bid after the date and time bid is opened (receipt), unless award is delayed for a period exceeding 60 days.

Typically, the bid awarding process is: The Board of Directors of XYZ Company" however this may be different dependent on the owner's organizational structure.

Kittitas Valley Healthcare reserves the right to reject any or all Bids and to waive an informality any irregularities in the Bids received.

Published: May 30 and June 4, 2024

PZ4-035

RECEIVED
AUG 06 2024
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-COMMUNITY DEVELOPMENT
NOPH: REZONE REQUEST

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.

07/23/24

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 $136.75 the rate of $13.75 per column inch for each insertion.

Subscribed to me this date: 07/30/24

BRITTANY GONZALES
Notary Public
State of Washington
Commission # 22011993
My Comm. Expires Mar 12, 2026

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

Signed Name

538819

Legals Legals

NOTICE OF APPLICATION

Project File Number: CU-24-00006 Silver Ridge Ranch

Applicant: Palomo Partners, LLC & Daly, LL

Location: Ten parcels, #788834, #788834, #10586, #954042, #954043, #954044, #954045, #954331, #954332, #954333. Approximately 22.5acres. Located approximately 0.15 miles from Sparks Road and I-90 interchange. Township 20, Range 13, Section 2. Easton, WA 98926

Proposed Project: The applicants are proposing an amendment to the existing Silver Ridge Ranch guest ranch/campground Conditional Use Permit. Guest ranches and campgrounds may be permitted in the subject property zoning designation with a Conditional Use Permit under KCC 17.15.

Materials Available for Review: The submitted application and related filed documents may be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926, or on CDS website at http://www.co.kittitas.wa.us/cds/land-use/default.aspx., and by navigating to "Conditional Use" "View Active Applications" & "CU-24-00006 Silver Ridge Ranch" Phone: (509) 962-7506

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on **August 7, 2024.** This is a conditional use permit request and as such will involve a public hearing. Any person has the right to comment on this application and request a copy of the decision once made. Written comments submitted to the County regarding this application will be included in the public record in their entirety.

Public Hearing: An open record hearing will be scheduled before the Kittitas County Hearing Examiner. A Public Hearing Notice will be issued establishing the date, time, and location of this hearing.

Environmental Review (SEPA): The County expects to issue a Determination of Non-Significance (DNS) for this proposal, and will use the optional DNS process, meaning this may be the only opportunity for the public to comment on the environmental impacts of the proposal. Mitigation measures may be required under applicable codes, such as Title 17 Zoning and the Fire Code, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the threshold determination may be obtained from the County.

Required Permit: Conditional Use Permit, SEPA

Designated Permit Coordinator (staff contact):
: Chace Pedersen, Planner I: (509) 962-7637;
email at chace.pedersen@co.kittitas.wa.us

Application Received: June 3, 2024
Application Complete: June 24, 2024
Notice of Application: July 23, 2024

PUBLISH: Daily Record: July 23, 2024 /
LEGAL# 538815

CITY OF ELLENSBURG
LANDMARKS AND DESIGN COMMISSION
NOTICE OF A PUBLIC HEARING FOR CERTIFICATE OF APPROPRIATENESS REQUEST

NOTICE IS HEREBY GIVEN that the City of Ellensburg Landmarks and Design Commission (LDC) will hold two public hearings on **TUESDAY August 6, 2024, at 5:45 p.m. Please note that this meeting will be hybrid attendance, meaning the Commission, applicant, and the public can attend in person at City Hall or through remote attendance.** NOTICE IS FURTHER GIVEN that written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98926, attention: Stacey Henderson, or to her email, up until 5:00 p.m. on August 5. All application materials are available by requesting an emailed copy from Stacey Henderson, 509-925-8608, hendersons@ellensburgwa.gov.

(P24-061) Date of Application: July 17, 2024
Date of Notice of Complete Application: July 22, 2024

The Commission shall consider a Certificate of Appropriateness (COA) Request (P24-061) from Ellensburg Downtown Association, agent for property owner. This is per ECC 15.280.090(A), requesting approval to construct an informational Kiosk, within the node on the corner of N. Main St & W 4th Ave. The proposed work is visible from the public right of way, and is located within the Downtown Ellensburg National Register Historic District and Local Landmarks District, in Central Commercial (C-C) zoning.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Tuesday, August 6, 2024.** An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

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. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record July 23, 2024 /
LEGAL #535304

NOTICE OF APPLICATION

Project File Number: WSDOT Weigh Station (PF-24-00003)

Applicant: WSDOT (Applicant), Joseph Turner (Landowner), WA State Parks and Recreation Commission (Landowner)

Location: Two tax parcels (#14062 & #300536), located near milepost 80 on eastbound I-90, approximately four miles west of Cle Elum, WA. Kittitas County parcel map numbers 20-15-31030-0004 & 20-14-35030-0001

Proposal: The Washington State Department of Transportation (WSDOT) has proposed the development of a new weigh station, truck parking facility, and Virtual Weigh-in-Motion system near milepost 80 on eastbound I-90. The project will require the removal of the existing, abandoned eastbound scale shack at milepost 79.5, and will upgrade the existing eastbound interchange on- and off-ramps to I-90 at Bullfrog Road Exit 80.

Materials Available for Review: The submitted application and related filed documents may be examined by the public on the CDS website at https://www.co.kittitas.wa.us/cds/land-use/default.aspx then navigate to "Public Facilities", "View Active Applications," & "PF-24-00003 WSDOT Weigh Station" Materials can also be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on August 7, 2024. Under Title 17.62.030, Public Facility Projects 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 outline in Chapter 15A.07 of the Kittitas County Code. The current appeal fee is $1670.

Required Permit: Public Facilities Permit, Building Permit

Designated Permit Coordinator (staff contact):
: Chace Pedersen, Planner I: (509) 962-7637;
email at chace.pedersen@co.kittitas.wa.us

Application Received: July 3, 2024
Application Complete: July 16, 2024
Notice of Application: July 23, 2024

PUBLISH: Daily Record: July 23, 2024 /
LEGAL# 538774

NOTICE OF A PUBLIC HEARING REZONE REQUEST

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing at **9:00 am on Wednesday, August 14, 2024** to consider a Rezone application (P24-035) submitted by Matthew Stalder, agent property owner. The request is for a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (R-H) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Date of application: April 22, 2024

Date of notice of complete application: May 15, 2024

RESCHEDULED Public Hearing Date: AUGUST 14, 2024- 9:00am

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

NOTICE IS FURTHER GIVEN that all persons interested in these matters may attend in person or remotely. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98926, attention: Senior Planner Stacey Henderson, or to his email: hendersons@ellensburgwa.gov. **Comments must be submitted in writing by 5:00 pm on Monday, August 12, 2024, in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself.**

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record: July 23, 2024 /
LEGAL #: 538819

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that Kittitas County and the City of Ellensburg are requesting proposals for an operator for the Cold Weather Shelter for the 2024-2025 season. Proposals will be accepted until July 31, 2024. For full information about this opportunity and application instructions, please visit www.ellensburgwa.gov/ColdWeatherShelter

PUBLISH: Daily Record: July 20 & 23, 2024/
LEGAL #: 538037

ANSWER TO PREVIOUS PUZZLE:

D	A	F	O	E		E	C	O	N		G	R	A	S
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SUDOKU
PREVIOUS SOLUTION

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3	2	6	7	9	4	8	5	1
4	1	7	5	2	8	9	6	3
6	4	9	2	7	1	5	3	8
8	3	1	6	4	5	7	9	2
7	5	2	8	3	9	6	1	4
9	7	5	4	1	2	3	8	6
2	8	4	3	5	6	1	7	9
1	6	3	9	8	7	4	2	5

7 LITTLE WORDS

Find the 7 words to match the 7 clues. The numbers in parentheses represent the number of letters in each solution. Each letter combination can be used only once. Two or more combinations will be necessary to complete the puzzle.

CLUES	SOLUTIONS
1 decisive WW2 battle (5)	_____
2 picture painted on plaster (6)	_____
3 disciplinary penalties (9)	_____
4 ugly (9)	_____
5 observer at the sidelines (8)	_____
6 modify to make less alike (11)	_____
7 Mediterranean French city (11)	_____

UNS	BU	ONLO	SAN	SI
MILA	OKER	FRES	LIER	IG
LGE	NT	TE	HTLY	CTI
MO	CO	DIS	ONS	PEL

KENKEN

THE LOGIC PUZZLE THAT MAKES YOU SMARTER

RULES

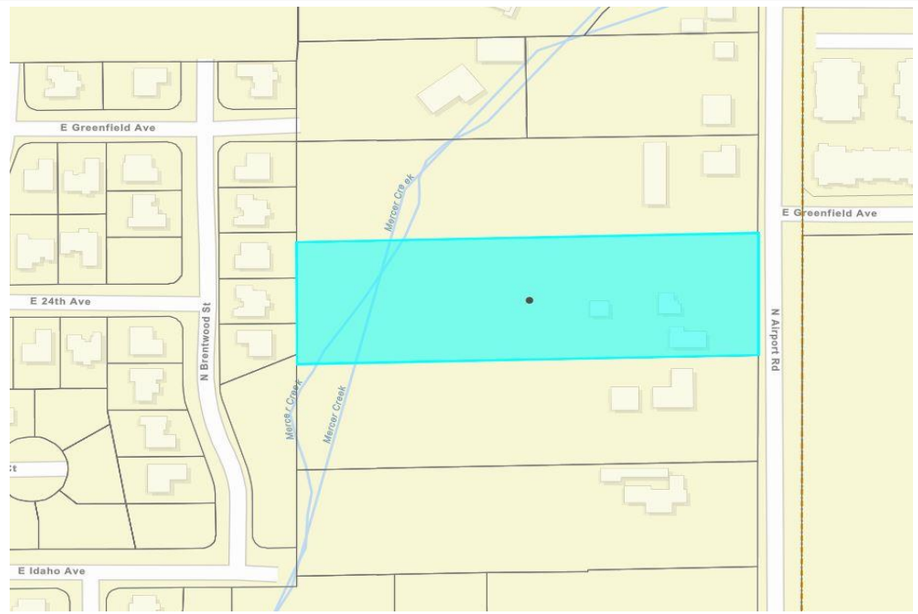
WORD GAME

Exhibit I- Land Use Action Sign and Affidavit of Posting- Reissued Public Comment Period

LAND USE ACTION

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the City of Ellensburg Hearing Examiner will hold an open record public hearing at 9:00 am on Wednesday, August 14, 2024. The hearing will be to consider a rezone application (P24-035) submitted by Matthew Stalder, agent for property owner. The Rezone request is for a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.



All persons interested in this matter may attend the meeting in person at City Hall,or remotely via zoom, by contacting staff no later than 5:00 pm Wednesday, August 14, 2024. An email link or phone number will be provided which will allow for electronic attendance at the public hearing.

The submitted application and file documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects

Staff Contact: Stacey Henderson- Senior Planner; hendersons@ci.ellensburg.wa.us or 509-925-8608.
Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 **Construction Permitting (509) 962-7239**
comdev@ci.ellensburg.wa.us **permits@ci.ellensburg.wa.us**

AFFIDAVIT OF POSTING

The Ellensburg City Code requires that all Type IV Projects (such as site-specific Rezones) shall have a notice posted at the site of the project. 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: July 18, 2024	**PLANNER:** Stacey Henderson, Senior Planner
PROJECT NAME: Rezone of Parcel ID # 572733, from R-S to R-H	**FILE NUMBER:** P24-035

PLEASE COMPETE THE FOLLOWING:

I, Matt Stalder, 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.**

Matt Stalder
Signature

7/23 20 24
Date

Please return the above affidavit and a photograph of the posted sign(s) to Stacey Henderson, Senior Planner, by email: hendersons@ci.ellensburg.wa.us; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

June 24, 2024

Stacey Henderson
City of Ellensburg
501 North Anderson Street
Ellensburg, Washington 98926

RE: 202402387, P24-037

Dear Stacey Henderson:

Thank you for the opportunity to comment during the Optional Determination of Nonsignificance process for the 2319 N Airport Apartments. We have reviewed the documents and have the following comments.

Water Quality Program

Dividing or platting a piece of property is often the first step in a proposed development. An NPDES Construction Stormwater Permit may be required if there is a potential for stormwater discharge from a construction site with disturbed ground. Ground disturbance includes all utility placements, and building or upgrading roads. The permitting process requires going through SEPA, developing a stormwater pollution prevention plan, submitting an application, and a 30-day public notice process. This may take 38-60 days. A permit and a stormwater plan are required prior to beginning ground-breaking activities. Please contact **Wendy Neet** with the Department of Ecology, (509) 571-6733, with questions about this permit.

Sincerely,

Amber Johnson
SEPA Coordinator
Central Regional Office
509-723-5677
crosepacoordinator@ecy.wa.gov

CITY OF ELLENSBURG

Public Works Department
501 N. Anderson St.; Ellensburg, WA 98926
Ph: (509) 962-7230 Fax: (509) 962-7127

RECEIVED: 7/3/2024
COMMUNITY
DEVELOPMENT
P24-035

Memorandum

Date: December 21, 2023

To: Shannon Johnson, Senior Planner

From: Craig Jones, Development Coordinator CJ

Through: Derek Mayo, City Engineer DKM

Re: Pre-App for Airport Rd Apartment Building – P23-124

The following are the Public Works Pre-App comments for the proposed apartment building at 2319 N Airport Rd.

The applicant can view the City of Ellensburg's Development Standards on the City's website for more information. http://www.ci.ellensburg.wa.us/index.aspx?NID=339

At time of civil plan review, Staff will work with the developer's engineer regarding the specific issues related to frontage and utility improvements.

Water:
The water main available to serve this development is an 8" Ductile Iron main stub that comes off a 12" Ductile Iron Main that runs in Airport Rd. See attached utility map.

Fire hydrants shall be placed in the proposed development per the Fire Marshal's requirements. Developer's engineer may be required to verify that fire flow capacity will meet the necessary requirements.

Specific issues related to water main and meter locations will be addressed at project civil submittal.

Sewer:
The sewer main available to serve this development is an 8" PVC main stub approximately in the middle of the property along Airport Rd. The developer will need to extend the 8" sewer main to serve the proposed building. See attached utility map.

Specific issues related to sewer main and side sewer construction will be addressed at project civil submittal.

Roadway and access:
This project will trigger the requirement for half street improvements along the Airport Rd frontage. Additional right of way will need to be dedicated along Airport Rd to match current development standards. Street improvements include concrete curb/gutter, sidewalks, street lighting, permanent signage, asphalt, asphalt markings, gravel base, storm drainage, and other items associated with minimum public improvements consistent with Public Works Development Standards. Existing power poles may need to be relocated to accommodate these frontage improvements. Adequate access to the interior of the project for the fire department may need to be verified by your engineer. Turning movements for the Fire apparatus may need to be shown on plans to verify adequate access to all portions of the project. Any drive aisles that will be fire lanes need to be posted no parking.

Your engineer will need to help establish the connection of Greenfield Ave from the east to the west. A larger survey showing the existing right of way for Greenfield Ave will better show how much the road needs to curve. The horizontal curve of Greenfield Ave will need to meet ASHTO requirements. The dedication of right of way and possible construction for the future extension of Greenfield Ave across the northern portion of the property. Greenfield Ave is on the City's comp plan as a minor collector with a 64' right of way.

Specific issues related to roadway and access construction will be addressed at project civil submittal.

Storm water:
There is no storm system available for a direct discharge. The existing road side ditches will need to be conveyed across the frontages of the property. All storm facilities will need to be designed so they will not be inundated with ground water. Your engineer will need to verify groundwater during peak irrigation season to confirm the project will not be effected by it.

The applicant shall use the current Stormwater Management Manual for Eastern Washington, or approved equivalent for reference in design of stormwater treatment and flow control for post construction requirements for new development and redevelopment. The design shall at a minimum use the following design storms, or as recommended for the proposed BMP, whichever is greater. Treatment shall be designed for the first ½" of rainfall on the property, and storm drainage detention on a 10 year storm event (1.2"of precipitation/24 hours) and retention facilities based on a 25 year storm event (1.6"of precipitation/24 hours). Specific issues related to storm water will be reviewed at time of civil plan submittal.

The applicant's design engineer should determine groundwater elevations in the vicinity of proposed storm water treatment and flow control facilities. The water surface elevation needs to be utilized in the facility designs and should be verified when groundwater is at its highest. Typically the groundwater in the Ellensburg area is elevated from April 15th through October 15th. However, groundwater on the subject site may not be associated with seasonal irrigation and could crest at another time during the year.

The following comments are from the City Stormwater Department;

1. If the site is an acre or greater the developer will need to make Notice of Intent (NOI) with Ecology and apply for a Stormwater General Construction Permit months in advance of construction. https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit

2. The Ecology permit requires a Stormwater Pollution Prevention Plan (SWPPP) be submitted with the plan set and be reviewed by the City of Ellensburg Stormwater Utility along with a set of temporary sediment erosion control plans (TESC).

3. In addition, Ecology now requires an Operation and Maintenance (O&M) Plan be submitted to the City for review and retainage. The O&M Plan must address the long term maintenance of the stormwater facilities (swales) that will be constructed onsite to deal with the flow control and treatment requirements of Core Element 5&6 in the Eastern Washington Stormwater Management Manual.

Here is a link for additional information from Ecology;
https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit/eCoverage-packet

Other issues:
During civil plan review, Public Works establishes the preliminary addressing plan, the developer will need to work with the Post Office to establish the mail delivery routing plan and mailbox locations. The Post Office requires the use of metal Collection Box Unit style mailboxes.

Due to the size and location of the project a complete Traffic Impact Analysis (TIA) will need to be completed. The TIA will need to evaluate the traffic impact before and after the proposed development. Contact the Public Works Department to discuss the limits of the TIA scope. The city has established transportation impact fees. This project may be required to pay impact fees. You can view the traffic impact fees online at http://www.codepublishing.com/wa/ellensburg/.

The developer is required to obtain all other permits (HPA if required, DOE construction site grading permit, etc.) that may be required as a result of plat development.

Additional utility easements may be required for any proposed utility outside of the right of way. Specific issues will be addressed at civil plan submittal.

Irrigation water will need to comply with Irrigation District requirements, and be continued through the site to downstream users.

Landscape plans will need to be included for review of any conflicts with existing or proposed utilities.

Any work being done in the right of way will require permits and the contractor to have proper insurance and bonding on file with the City.

Site plan will need to comply with the City's Public Works Development Standards for parking and storm water.

Cc File 23-132

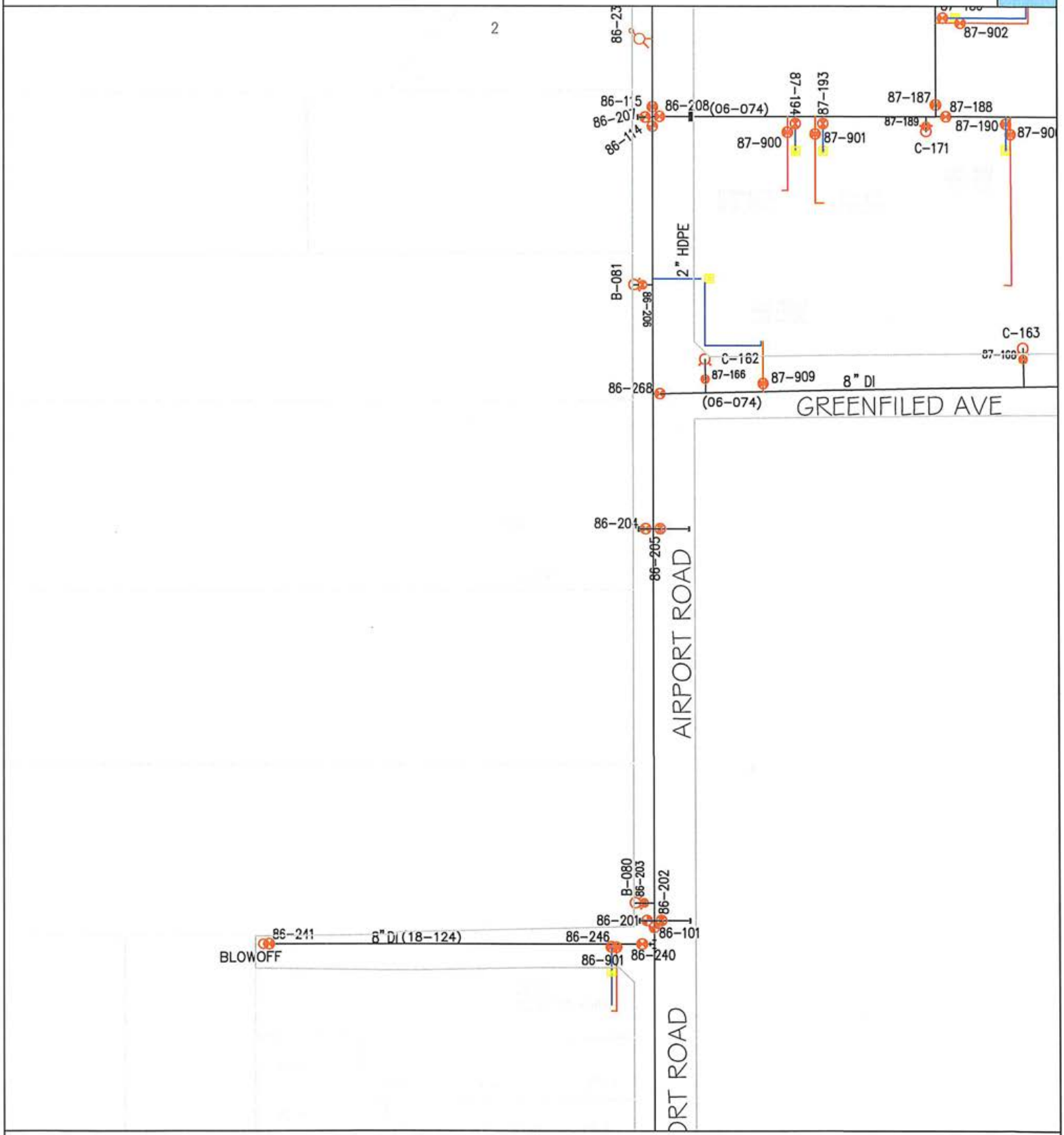
811 Know what's **below.** **Call** before you dig.

CITY OF ELLENSBURG

PUBLIC WORKS DEPARTMENT

UTILITY MAP REQUEST INFORMATION

WATER



DISCLAIMER:
THE CITY OF ELLENSBURG PUBLIC WORKS DEPARTMENT CANNOT VERIFY THE ACCURACY OF THE UTILITIES REPRESENTED ON THIS PLAN. THEY ARE DISPLAYED FOR EASE OF PLANNING AND INSTALLATION AND ARE BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTORS AND DEVELOPERS SHOULD REFER TO CIVIL PLANS FOR MOST CURRENT DESIGN REVISION AND CALL 811 BEFORE YOU DIG.

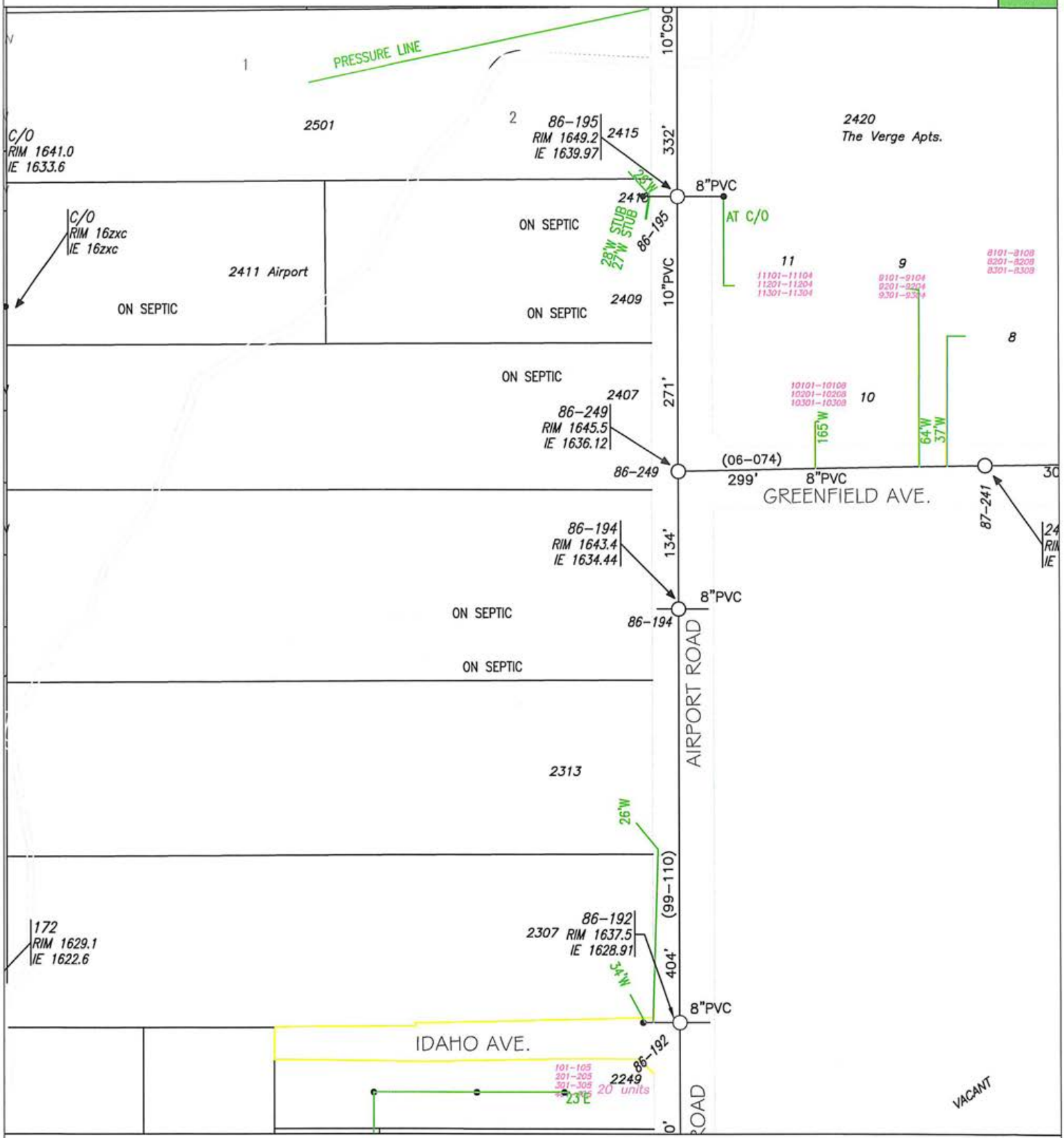
811 Know what's below. Call before you dig.

CITY OF ELLENSBURG

PUBLIC WORKS DEPARTMENT

UTILITY MAP REQUEST INFORMATION

SEWER



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811 Know what's below. Call before you dig.

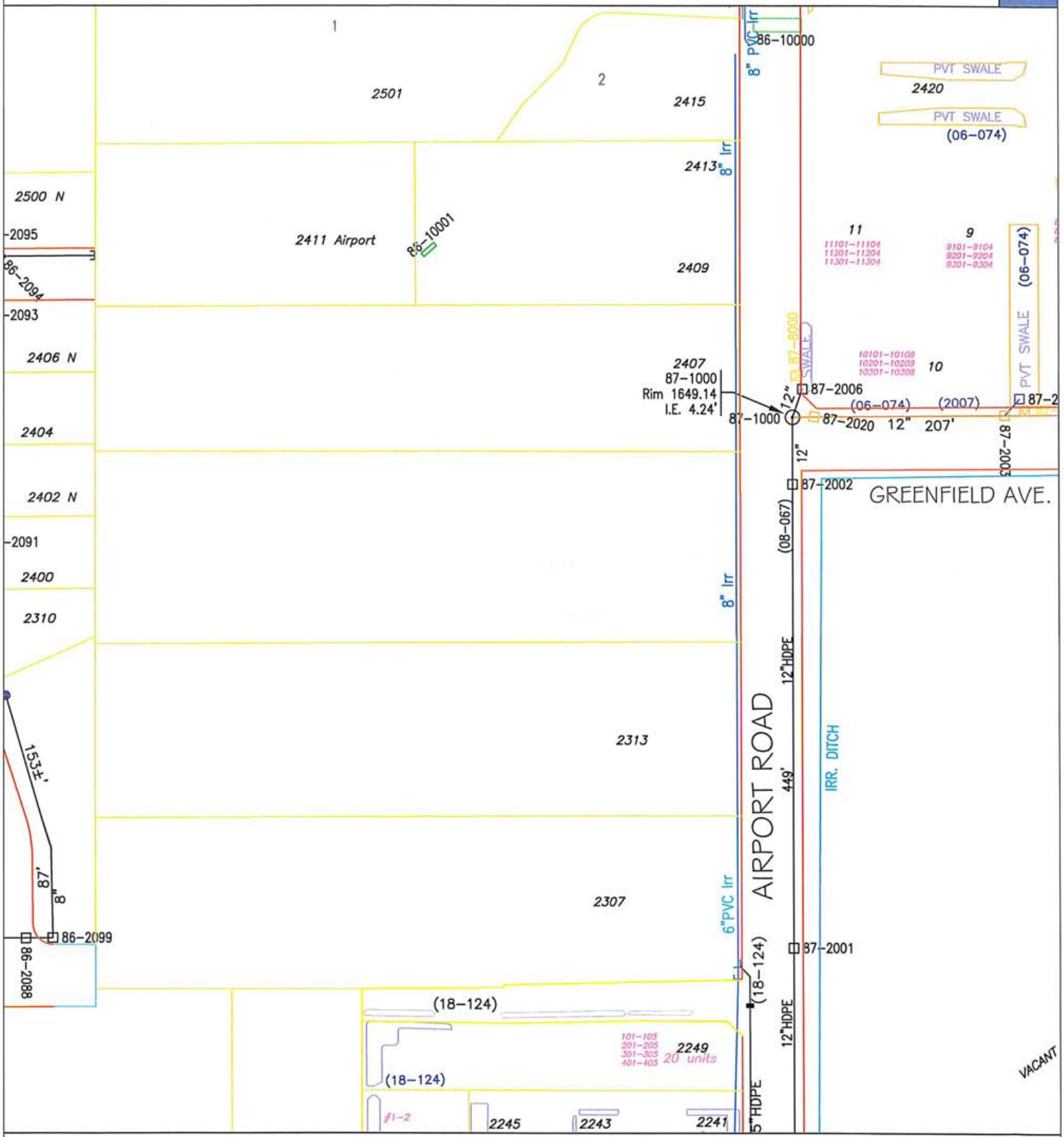
City of Ellensburg WASHINGTON

CITY OF ELLENSBURG

PUBLIC WORKS DEPARTMENT

UTILITY MAP REQUEST INFORMATION

STORM



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811 Know what's below. Call before you dig.

City of Ellensburg WASHINGTON
501 N. ANDERSON STREET
ELLENSBURG, WASHINGTON 98926

OFFICE OF:
COMMUNITY DEVELOPMENT

SEATTLE WA 980
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ZIP 98926 $ 000.64⁰
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RECEIVED
JUN 18 2024
COMMUNITY DEVELOPMENT

P24-035/036/037

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

NIXIE 631 FE 1 0006/05/24
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 98926314701 *1926-01721-22-36

OFFICIAL NOTICE

FWDF
698926>3147
62221-681

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

May 21, 2024

RE: Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Tuesday, July 2, 2024 at 11:00 am** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

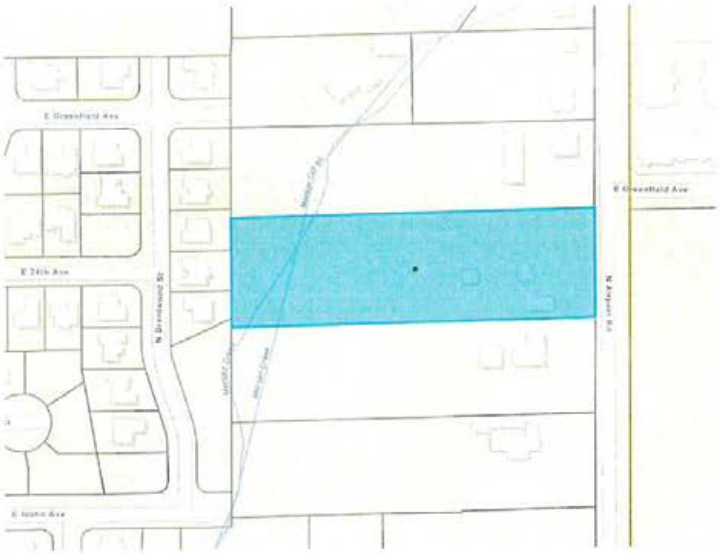
WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Monday, June 8, 2023. All interested persons may participate at the Open Record Public Hearing on Monday, July 10, 2023 at 4:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: **April 22, 2024**
Date of notice of complete application: **May 21, 2024**
Comments due date: **June 12, 2024**
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.



Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: johnstonj@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

City of Ellensburg WASHINGTON

501 N. ANDERSON STREET
ELLENSBURG, WASHINGTON 98926

OFFICE OF:
COE - COMMUNITY DEVELOPMENT

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COMMUNITY DEVELOPMENT

P24-035/036/037

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OFFICIAL NOTICE

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

June 4, 2024

RE: NEW COMMENT DEADLINE AND HEARING DATE

Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Monday, July 22, 2024, at 3:00 pm,** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Wednesday, June 26, 2024. All interested persons may participate at the Open Record Public Hearing on Monday, July 22, 2024 at 3:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
UPDATED Comments due date: June 26, 2024
UPDATED Public Hearing Date: July 22, 2024 – 3:00pm
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ellensburgwa.gov

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

May 21, 2024

RE: Notice of Application and Open Record Public Hearing for the Site-Specific Rezone (P24-035), SEPA (P24-037), and Critical Area (P24-036) applications submitted for a proposal at 2319 N. Airport Road, Ellensburg.

Dear Property Owner,

NOTICE IS HEREBY GIVEN that the City of Ellensburg has received a site-specific rezone and SEPA Environmental Checklist for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal, you are invited to comment.

NOTICE IS ALSO HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Tuesday, July 2, 2024 at 11:00 am** to consider Rezone Application, P24-035. The hearing will be held both in person and remotely via Zoom.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

WRITTEN COMMENTS: The public is encouraged to review and comment on this proposed project. Comments must be submitted in writing by 5:00pm on Monday, June 8, 2023. All interested persons may participate at the Open Record Public Hearing on Monday, July 10, 2023 at 4:00 pm and provide verbal testimony for or against this matter.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

PROJECT INFORMATION:

Date of application: April 22, 2024
Date of notice of complete application: May 21, 2024
Comments due date: June 12, 2024
Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: johnstonj@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

State Environmental Policy Act (SEPA)
DETERMINATION OF NON-SIGNIFICANCE (DNS)

Proponent: Matt Stalder, agent for property owner

Description: This proposed site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Lead Agency: City of Ellensburg **File #:** P24-037

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This **Determination of Non-Significance (DNS)** is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS. Any action to set aside, enjoin, review, or otherwise challenge this administrative SEPA action on the grounds of noncompliance with the provisions of Chapter 43.21C RCW shall be made to the Hearings Examiner within 14 days of this decision.

Responsible Official: Jeremy Johnston
Title: Planning Manager
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 925-8653 Fax: (509) 925-8655

Date: 7/2/24 **Signature:**

Pursuant to ECC 15.270.200 the city of Ellensburg establishes administrative appeal procedures which are contained in ECC 15.230.040, which shall be made to the Hearing Examiner, as applicable to the matter being appealed.

COMMUNITY DEVELOPMENT
P24-035

Land Use Application Cover Sheet

PA-01
APPLICATION

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

INSTRUCTIONS – PLEASE READ FIRST AND ANSWER ALL QUESTIONS COMPLETELY.

If you have any questions about this form or the application process, please ask to speak with a planner. All necessary attachments and the filing fee are required upon submittal. Filing fees are not refundable. This application consists of two parts. PART I - GENERAL INFORMATION and PART II, project descriptions and site plan contain additional information specific to your proposal and all required information MUST be attached to this page to complete the application process.

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	Matt Stalder
	Mailing Address:	501 W 12th Ave
	City:	Ellensburg St: WA Zip: 98926 Phone : (509) 929 4820
	E-Mail:	staldermw@gmail.com
2. Applicant's Interest in Property:	Check One:	☐ Owner ☑ Agent ☐ Purchaser ☐ Other _____
3. Property Owner's Information (If other than Applicant):	Name:	Dan Shissler & Martha Kurtz
	Mailing Address:	2501 N Airport Rd
	City:	Ellensburg St: WA Zip: 98926 Phone : (509) 899 2955
	E-Mail:	mdshissler@gmail.com

4. Subject Property's Assessor's Parcel Number(s):
572733

5. Legal Description of Property. (if lengthy, please attach it on a separate document)
See Attached

6. Property Address:
2319 N Airport Rd

7. Property's Existing Zoning:
☑ RS ☐ RL ☐ RM ☐ RH ☐ RO ☐ CN ☐ CH ☐ CT ☐ CC ☐ CCII ☐ MHP ☐ IL ☐ IH ☐ PR ☐ PUD

8. Type Of Application: (Check All That Apply)

☐ Final Plat Application	☑ Environmental Checklist (SEPA Review)	☐ Conditional Use Permit
☐ Type (II) Review	☐ Landmarks COA	☑ Rezone
☐ Boundary Line Adjustment	☐ Landmarks Demolition	☐ Shoreline
☐ Short Plat Alteration	☐ Commercial Wireless Communication	☑ Critical Areas Review
☐ Preliminary Short Subdivision	☐ Appeal to HE / City Council	☐ Variance/Admin. Variance
☐ Preliminary Long Subdivision	☐ Code Interpretation	☐ Temporary Use Permit
☐ Plat Vacation	☐ Regional Retail Master Plan	☐ Design Review Major/Minor
☐ Plat Alteration	☐ Design Review Departure	☐ Binding Site Plan
☐ Master Plan P-R Use	☐ Comprehensive Plan Amendment	☐ Essential Public Facility
☐ Annexation	☐ Development Code Amendment	☐ Site Development Permit

9. PART II – PROJECT DESCRIPTION AND SITE PLAN (See attached page)

10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Property Owner's Signature — Date: 8-5-24

Applicant's Signature — Date: 4/18/24

FILE/APPLICATION(S)#

RECEIVED 4/22/24
COMMUNITY DEVELOPMENT
P24-035

Site Specific Rezone Permit Application Form

PA-04
APPLICATION

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

A pre-application meeting is required prior to submitting a Rezone application. Site-specific rezones to change the current zoning of a property to a new zoning category that is consistent with the comprehensive plan land use designation for the property are reviewed as Type IV processes. Type V reviews involve the legislative revisions to the zoning map for area-wide changes including comprehensive plan updates and those proposed to implement subarea plans.

Application Fee: $1200 (Pre-App Fee: $500 may be applied here also)

In addition to the existing application fee, the applicant shall be required to pay a $600 Hearing Examiner fee. If the Hearing Examiner fee is less than $600, the difference shall be returned to the applicant. If the Hearing Examiner fee exceeds $600, the additional cost shall be billed to and paid by the applicant.

The Planning Division will be unable to accept your Rezone Application if you fail to provide ALL of the following required material.

OFFICIAL USE ONLY:	
Staff Person:	KB
Date Submitted:	4/22/24
Fee Total:	$1200
FILE #:	P24-035
Associated Permit File #:	P24-036 P24-037 P23-124

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).			
Legal Owner Name(s):	Dan Shissler & Martha Kurtz	Day Phone:	509 899 2955
Mailing Address:	2501 N Airport Rd		
E-mail:	mdshissler@gmail.com	Cell Phone:	
***APPLICANT**:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other Agent		
Name:	Matt Stalder	Day Phone:	
Mailing Address:	501 W 12th Ave, Ellensburg, Wa		
E-mail:	staldermw@gmail.com	Cell Phone:	
CONTACT PERSON:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other Agent		
Name:		Day Phone:	
Mailing Address:			
E-mail:		Cell Phone:	

PROJECT INFORMATION:			
Parcel Number(s) of Site:	572733		
Site Address (if any):	2319 N Airport Rd		
Current City Zoning Designation :	Residential Suburban	Requested City Zoning Designation :	Residential High Densit

(OVER)

PROJECT INFORMATION:

Ellensburg City Code 15.250.060 requires that application for site specific rezone amendments to the zoning district map may only be approved if/all the following criteria are satisfied. Please include responses as an attachment.

(INCLUDE RESPONSES AS AN ATTACHMENT TO THIS APPLICATION)

1. Narrative project description (include as attachment): Please include at a minimum the following information in your description: describe project size, location, and all qualitative features of the proposal; include every element of the proposal in the description.

2. Applicant for rezone must demonstrate that the following criteria are met (attach additional sheets as necessary):

A. Conditions have changed since the imposition of the zoning classification on the property.

B. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

C. The proposed rezone is consistent with the comprehensive plan; and

D. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district. :

Applicants may propose conditions to be imposed on the site specific rezone in order to mitigate any detrimental effect the rezone might have on uses or property in the immediate vicinity of the proposed rezone. Any conditions imposed by the city on the rezone shall be incorporated in a development agreement executed by the city council and the property owners(s), under the procedures set forth in RCW 36.70B.170 through 36.70B170 through 36.70B.200 and ECC Chapter 15.380 (Development Agreements)
The burden of this demonstration is on the rezone applicant.

3. Site Plan Requirements:

- The proposed project and dimensions in relation to the property boundaries. Show how the property is located in reference to existing streets, alleys and sidewalks.
- The proposed project and dimensions in relation to all existing and proposed development on the property. Show all existing buildings or structures on subject property and those proposed to be located on property with setback dimensions and distances between buildings.
- Show present and additional “off-street” parking, if required.

(The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11” x 17” size)

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Matt Stalder, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner: (or Authorized Agent)	Matt Stalder	**Date:**	4/18/24

RECEIVED 4/22/24
COMMUNITY
DEVELOPMENT
P24-035

Rezone Application Narrative for 2319 N Airport Rd

1. This application is requesting a site-specific rezone of 2319 N Airport Rd, parcel 572733, from Residential Suburban to Residential High Density. The total site is 2.72 acres on the West side of Airport Rd. The site is relatively flat and with mostly pasture grass with some trees on either end with Mercer Creek on the West end. The footprint of the single family house that burned down is still visible, the debris and remnants of the house have been razed and backfilled. The surrounding land use is high density multifamily buildings to the North East and South, single family houses in the immediate vicinity, and medium density apartment buildings in the area. The current zoning of R-S is inconsistent with surrounding land use, housing needs and comprehensive plan designation. The rezone will allow for construction of a 60 unit apartment building and off street parking seen in the attached site plan. The majority of the site will remain untouched as the wetland boundary setback creates a large amount of nature open space. The building will be a 3-4 floor walk up with modulation adapting to the shape of the allowed buildable area.

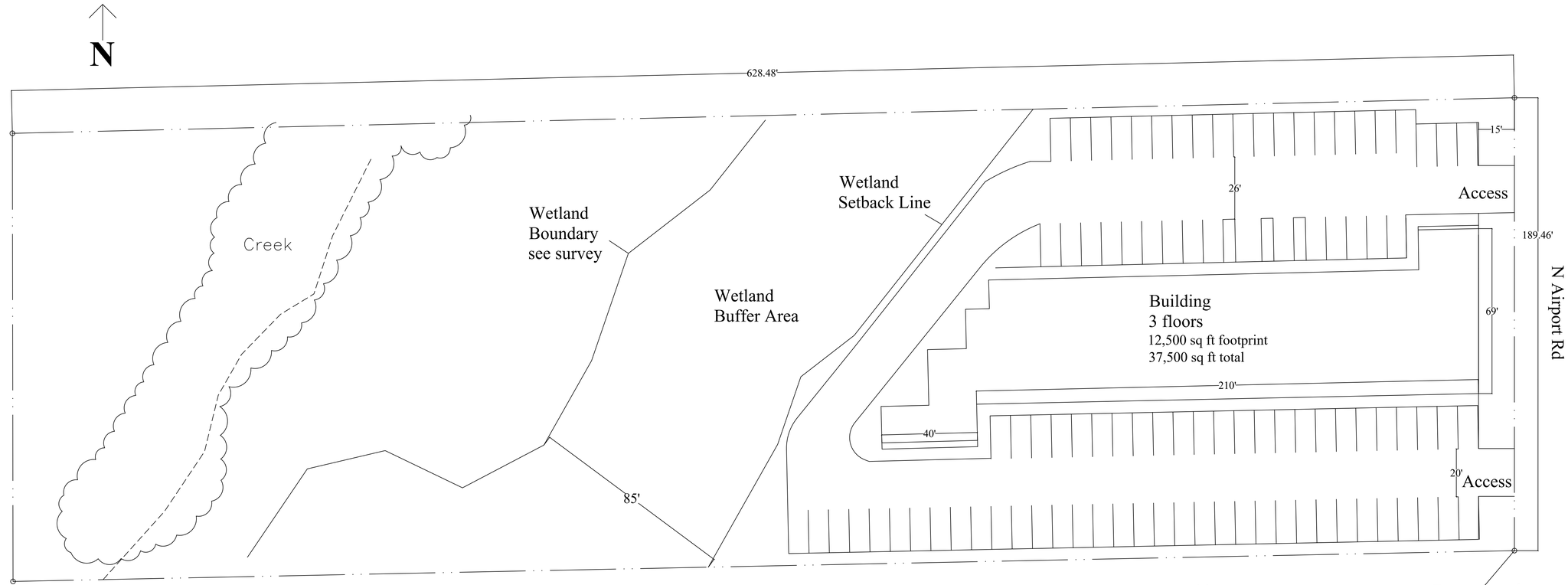
2. A. The conditions of the property and land use needs have changed dramatically since the last update to its zoning two decades ago. The City has expanded rapidly and as the area of the site has experienced infill of higher density rental developments with more needed with single family developments going elsewhere in town.

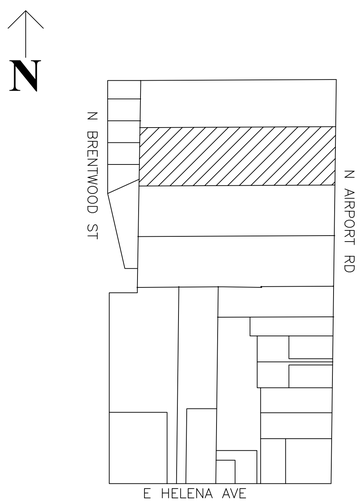
   B. The rezone is critical to the area as it will allow for the higher density development that the City has acknowledged is required to help alleviate the housing shortage of the town. With the increased density allowed with the rezone, the project will add a larger number of units within an area of increasing density and thus reducing urban sprawl expansion. There will also be infrastructure upgrades as a requirement of development benefiting pedestrians and the public and a wetland study to protect area wildlife.

   C. The parcel is in the Urban Neighborhood area portion of the Future Land Use Map on page 29 of the Comprehensive Plan. The Residential High-Density zone is intended for the Urban Neighborhood area type shown stated in ECC 15.300.040(D).

   D. ECC 15.300.040(A) additionally implies that RS is not an allowable zone the Urban Neighborhood use area. RS is also an inconsistent zone as it is for “areas characterized predominantly by single-family dwellings,” while the area around the site is predominantly larger scale multifamily developments which is what the RH zone is intended for. Parcels nearby to the south are zoned RH with a mid-rise apartment building on and one and a large scale multifamily development being planned on the other so rezoning the parcel in question would create consistency in the neighborhood.

Exhibit P- Application Project Site Plans





General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

Airport Rd Apartments
2319 N Airport Rd
#####
#####

Project	Sheet
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Date: 5/14/2024	
Scale: 275:1	

P24-035

RECEIVED
SEP 09 2024
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-COMMUNITY DEVELOPMENT
NOPH: REZONE REQUEST P24-035

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.

08/29/24

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 $151.76 the rate of $13.75 per column inch for each insertion.

Subscribed to me this date: 08/29/24

BRITTANY GONZALES
Notary Public
State of Washington
Commission # 22011993
My Comm. Expires Mar 12, 2026

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

Signed Name

553073

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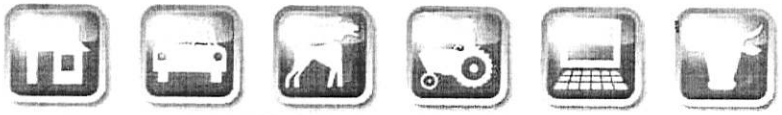
Classifieds & Legals

VISIT US ONLINE AT DAILYRECORDNEWS.COM



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Announcements

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Check out our classified section!

Legals

NOTICE OF A CLOSED RECORD PUBLIC HEARING REZONE REQUEST

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold a closed record public hearing at **7:00 pm on Monday, October 7, 2024** to consider a Rezone application (P24-035) submitted by Matt Stalder, Agent for the property owner. The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may attend the Hybrid/REMOTE meeting by contacting Staff no later than 5:00 pm on Monday, October 7, 2024. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. **Be advised that no new testimony will be considered by City Council, as the closed record hearing shall be limited to the record established in the open record hearing held by the Hearing Examiner.**

The submitted application and file documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

Questions about this Rezone may be directed to Stacey Henderson in the Community Development Department, 501 N. Anderson St., or via email: hendersons@ellensburgwa.gov

Date of application: April 22, 2024
Date of notice of complete application: May 15, 2024
City Council Closed Hearing Date: October 7, 2024

Project Location: The proposed new construction and site specific rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Additional Permits: Additional permits submitted associated with the proposed rezone, include a SEPA Checklist (P24-037), and Critical Area Application (P24-036).

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record: August 29, 2024 / LEGAL #: 553073

NOTICE OF PERSONAL WIRELESS FACILITY CO-LOCATION APPLICATION

Project Name: T-Mobile Antennas Co-Location

Lead Agency: City of Kittitas

Project Location: 211 N Main Street Kittitas, WA 98934

Project Description: T-Mobile is proposing to co-locate antennas on the existing tower at the address listed above. The co-location will not require that the tower be raised or modified and will not require the compound to be expanded.

Environmental Determination: The City of Kittitas has deemed the colocation exempt from SEPA based on the information provided as this time.

Required Permits: The project must be issued a building permit for the antennas.

Materials for Review: The project file is available for review at City Hall, 207 N Main Street or by emailing Brandy Harris at brandy.harris@cityofkittitas.com or calling (509) 968-0220.

Those wishing to provide comment may do so no later than September 11, 2024.

Contact Person: Brandy Harris
Kittitas City Hall
207 N Main Street
PO Box 719
Kittitas, WA 98934

PUBLISH: DAILY RECORD: August 29, 2024 / LEGAL # 552130

Legals

City of Kittitas
Notice of Application
Osborne Short Plat SP 24-01

Notice of Application: August 29, 2024
Application Received: July 10, 2024
Application Complete: August 7, 2024
Project Location: 201 and 203 N Spokane Street
Project Description: Rick Osborne, owner, has applied for a two-lot short plat in Kittitas, Washington on parcel 552533 at 201 and 203 N Spokane St, in the NE ¼ of Section 11, Township 17, Range 19, E, WM. This project proposes dividing one 14,000 square foot parcel with two existing residences into two 7,000 square foot parcels with one residence each. The project is located on the northwest corner of W Second Ave and N Spokane Street.
Materials for Review: The project file is available for review at City Hall, 207 N Main Street or by emailing Brandy Harris at brandy.harris@cityofkittitas.com or calling (509) 968-0220.
Comment Due Date: This project is subject to a 14 day comment period. Comments are due by the end of day on September 12, 2024, and may be submitted by email, mail, or by dropping off the comments at City Hall. After the close of the comment period, the City will review all comments issue a decision. Anyone may request a copy of the decision from City Hall.
Contact Person: Brandy Harris Kittitas City Hall 207 N Main Street PO Box 719 Kittitas, WA 98934

PUBLISH: DAILY RECORD: August 29, 2024 / LEGAL# 552738

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, Central Washington University, acting by and through Facilities Management Department, hereby advises all interested parties that Contract No. 16129-02 for the Shaw Smyser Stairs Upgrade, Central Washington University, Ellensburg, Washington with Mass X Construction, LLC, Ellensburg, WA has been accepted as of August 21, 2024 by the Senior Vice President for Finance and Administration of Central Washington University.

The statutory lien period became effective for the filing of all liens and claims against the retained percentage of payment to the Contractor on the above date.

Any liens filed subsequent to October 3, 2024 will not be recognized.

STATE OF WASHINGTON
CENTRAL WASHINGTON UNVIERSITY
FACILITIES MANAGEMENT DEPARTMENT

PUBLISH: DAILY RECORD: August 24, 27, 29, 2024/ LEGAL# 551173

Public Notice
Kittitas County, Ellensburg WA

Kittitas County is seeking proposals for the allocation of funds generated by the 1/10th of 1% Mental Health and Chemical Dependency Tax revenue. These funds are to support new or expanded services and programs that address mental health and chemical dependency in our community. The priority areas for this cycle are youth, veterans, and seniors. Proposals are due by September 25, 2024, at 5 pm.

The RFP application, required, and supporting documents, are available on the 1/10th of 1% Mental Health and Chemical Dependency Advisory Board website https://www.co.kittitas.wa.us/boards/boards.aspx?board=alcohol-substance-abuse.

/s/ Julie Kjorsvik
Clerk of the Board

PUBLISH: DAILY RECORD: August 29, September 5, 2024 / LEGAL# 549975

Public Notice
Kittitas County, Ellensburg WA

The Board of Kittitas County Commissioners will meet at 2:00pm on September 3, 2024 at the Commissioners Auditorium, 205 West 5th Avenue, Kittitas County Courthouse, Ellensburg, WA, to consider Equipment Surplus to Kittitas County's needs and authorize disposal of the same in accordance with RCW 36.34.080.

/s/ Julie Kjorsvik
Clerk of the Board

PUBLISH: DAILY RECORD: August 22, 29, 2024 / LEGAL# 549865

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
Land Use Permitting (509) 962-7231 **Construction Permitting (509) 962-7239**
comdev@ci.ellensburg.wa.us **permits@ci.ellensburg.wa.us**

August 30, 2024

RE: Notice of Closed Record Public Hearing for a Site-Specific Rezone Application, case # P24-035, submitted by Matt Stalder, Agent for Property Owner

Dear Interested Party,

NOTICE IS HEREBY GIVEN that a **Closed Record Public Hearing** has been scheduled before the City of Ellensburg City Council for **Monday, October 7, 2024 at 7:00 pm** to consider Rezone Application, P24-035. The hearing will be held both in person at 501 N Anderson Street in the City of Ellensburg Council Chambers and remotely via Zoom.

The original application was received on April 22, 2024, and determined complete on May 15, 2024. The notice of application was published in the Daily Record on June 4, 2024, and the hearing was noticed in the Daily Record on July 23, 2024. A SEPA Threshold Determination of Non-Significance (DNS) was issued on July 2, 2024. A Public Hearing was held before the City of Ellensburg Hearings Examiner on August 14, 2024.

As defined in ECC 15.230.090(3) all parties of record shall be notified of a closed record hearing. If you are receiving this notice, you or your organization submitted comments during this or the associated SEPA application (P24-037) review process. City Council will make a decision on this application through the existing record and in consideration of the Hearings Examiner recommendation. No new testimony or comments will be accepted.

Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

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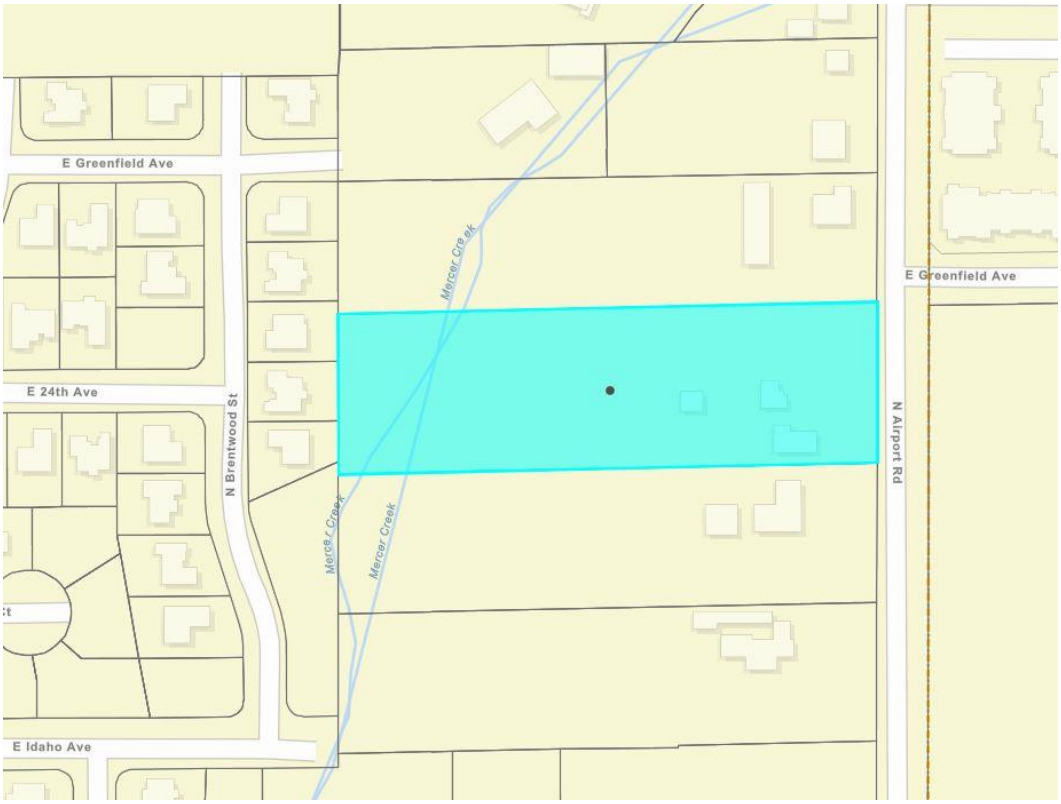

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ci.ellensburg.wa.us.

Sincerely,

Stacey Henderson

Community Development Senior Planner

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August 29, 2024

RE: NEW COMMENT DEADLINE AND HEARING DATE

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Dear Property Owner,

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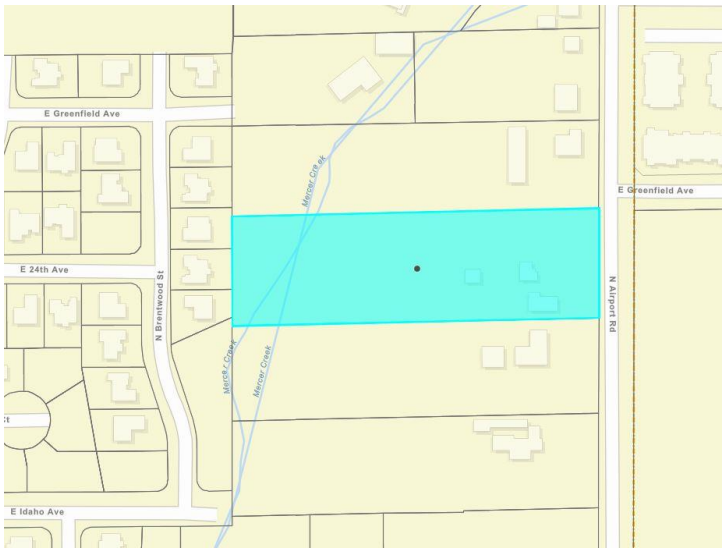

Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ellensburgwa.gov

Sincerely,

Stacey Henderson

Stacey Henderson

Community Development Senior Planner

WOODS, JOHN C
2303 BRENTWOOD ST
ELLENSBURG, WA 98926

MOHS, LAURIE A
2305 N BRENTWOOD ST
ELLENSBURG, WA 98926-4227

SULLIVAN ROWELL PROPERTIES LLC
963 SW SIMPSON AVE STE 110
BEND, OR 97702-3487

HEARN, JOEL & KIMBERLY
2405 N BRENTWOOD ST
ELLENSBURG, WA 98926

EASLICK, ANDREA K
103 BRAMBLEWOOD CT
BELLEVILLE, IL 62221

HARRELL, WILLIAM & HAYLEY
2405 LANDON LN
ELLENSBURG, WA 98926-5915

YANTZ, JAMES V & BILLIE L LEWIS
2500 N BRENTWOOD ST
ELLENSBURG, WA 98926

ANDARC LLC
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

SHISSLER, DAN &
2501 N AIRPORT RD
ELLENSBURG, WA 98926

HRA VERGE OWNER LLC
601 UNION ST STE 1401
SEATTLE, WA 98101-1363

HEUKER, DONNA W
PO BOX 725
CARSON, WA 98610-0725

BRENTWOOD HOME OWNERS ASSOCIATION
311 W 12TH AVE
ELLENSBURG, WA 98926-2413

STATE OF WASH (CWU) FAC. MGMT DEPT
MAIL STOP #7523
ELLENSBURG, WA 98926

EMERICH, SALLY
2313 AIRPORT RD
ELLENSBURG, WA 98926

CUPP, CODY W
406 E 24TH AVE
ELLENSBURG, WA 98926-2524

CHILDRESS, ANNELIESE
2409 N AIRPORT RD
ELLENSBURG, WA 98926

COLAZO, BEATRIZ & OVIDIO
2309 N BRENTWOOD ST
ELLENSBURG, WA 98926

DOMINGO, MARK C
604 S 23RD ST
TACOMA, WA 98405

BERGENER, JUSTIN & CELISE
1887 WHITNEY MESA DR
HENDERSON, NV 89014

MANDELAS, GEORGE J
2407 AIRPORT RD
ELLENSBURG, WA 98926

COMMEREE, JANIE GRACE
402 E GREENFIELD AVE
ELLENSBURG, WA 98926

P24-035

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 8/29/24 Signed Kathy Boots

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August 29, 2024

RE: NEW COMMENT DEADLINE AND HEARING DATE

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Project Location: The proposed new construction and rezone is located at 2319 N Airport Rd, Parcel ID #572733, west of N. Airport Rd.

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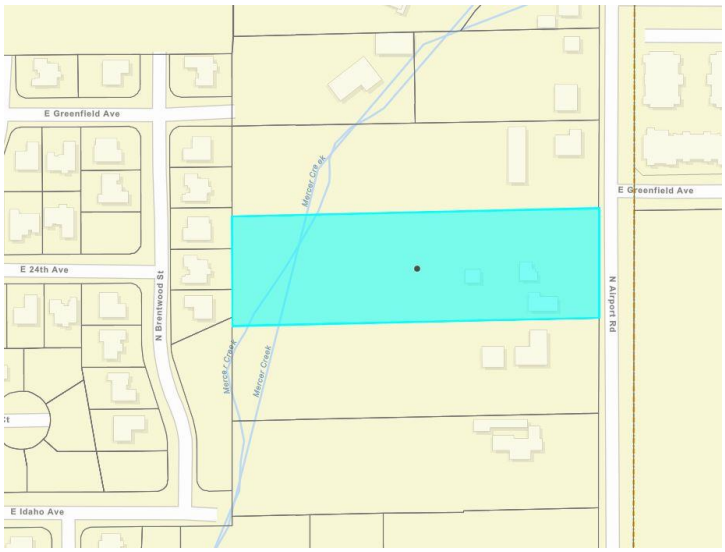


Project Description: Case #P24-035; The applicant seeks a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking.

Questions about this rezone may be directed to the Community Development Department, 501 North Anderson Street, or via email: hendersons@ellensburgwa.gov

Sincerely,

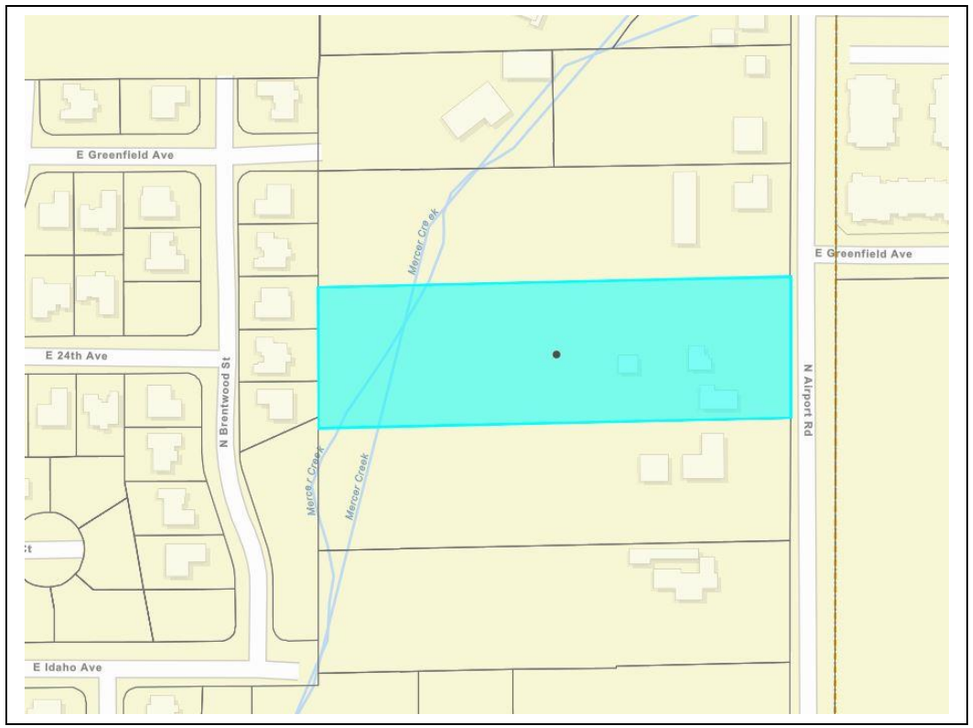
Stacey Henderson

Stacey Henderson

Community Development Senior Planner

LAND USE ACTION
Notice of Closed Record Public Hearing for a Zone Change Permit Application

NOTICE IS HEREBY GIVEN that a closed record hearing before the Ellensburg City Council has been set for Monday, **October 7, 2024 at 7:00 p.m.** Council will hold said hearing both in-person in the Council Chambers AND virtually via Zoom, to consider a Rezone Application (P24-035) submitted by Matthew Stalder, Agent for Property Owner. The Rezone request is a site-specific rezone of parcel #572733 (2.7 acres) from Residential Suburban (RS) to Residential High (RH) zoning, and the subsequent new construction of a 3-floor, 60-unit, apartment building with associated improvements and parking. A public hearing was held before Hearing Examiner Andrew Kottkamp on August 14, 2024, after which Mr. Kottkamp forwarded staff a recommendation on August 16, 2024 that City Council approve the Zone Change with conditions. **No new testimony will be considered by City Council, as the closed record shall be limited solely to the record established in the predecision open record hearing.**



Interested parties may attend the Hybrid/REMOTE meeting by contacting Staff no later than 5:00 pm on Monday, Monday, October 7, 2024. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

Questions about this long plat subdivision may be directed to the Community Development Department, 501 N. Anderson St, or via email: hendersons@ellensburgwa.gov.

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St, Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
Jamey Ayling, Interim Director
Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: aylingj@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

The Ellensburg City Code requires that all Type IV Projects (such as site-specific Rezones) shall have a notice posted at the site of the project. 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: August 29, 2024	**PLANNER:** Stacey Henderson, Senior Planner
PROJECT NAME: Rezone of Parcel 572733, from R-S to R-H	**FILE NUMBER:** P24-035

PLEASE COMPETE THE FOLLOWING:

I, Matt Stalder, 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.**

Matt Stalder
Signature

9/5 20 24
Date

Please return the above affidavit and a photograph of the posted sign(s) to Shannon Johnson, Senior Planner, by email: johnsons@ci.ellensburg.wa.us; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.

ORDINANCE NO. 4945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ZONING AND AMENDING TITLE 15 OF THE ELLENSBURG CITY CODE BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF ELLENSBURG FROM RESIDENTIAL SUBURBAN (R-S) TO RESIDENTIAL HIGH (R-H).

WHEREAS, on April 22, 2024 the City received an application (P24-035) from Matt Stalder, agent for property owners Dan Shissler and Martha Kurts, requesting a rezone of a parcel located at 2319 N. Airport Rd, Parcel ID Number 572733 ("application"); and

WHEREAS, the application proposed to rezone the parcels from Residential Suburban (R-S) to Residential High (R-H); and

WHEREAS, pursuant to ECC Table 15.210.050(D), a Site-Specific Rezone Application is processed under a Type IV review, which requires a Hearing Examiner recommendation to City Council after an Open Record Hearing, with the final decision to be made by City Council after a Quasi-Judicial Closed Record Hearing; and

WHEREAS, the SEPA official for the City issued a Determination of Non-Significance (DNS), on July 2, 2024; and

WHEREAS, the Hearing Examiner held a duly noticed open record hearing on August 14, 2024, received evidence and heard testimony regarding the proposed rezone; and

WHEREAS, the Hearing Examiner on August 16, 2024, issued Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the rezone request from R-S to R-H; and

WHEREAS, the Ellensburg City Council held a duly noticed closed record hearing on October 7, 2024 and at the conclusion of the hearing approved a motion to adopt the Hearing Examiner's Recommended Findings of Fact, Conclusions of Law, Decision and Condition of Approval, and to approve the applicant's request to rezone the subject property from R-S and to R-H;

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

Section 1. The City Council adopts the findings of fact and conclusions based thereon, made and entered by the Hearing Examiner in support of the recommendation to the City Council for approval with regard to the rezone for the hereinafter described property located at 2319 N. Airport Road, with Parcel ID Number 572733, as set forth in the Hearing Examiner's

"Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval," dated August 16, 2024, attached as Exhibit A.

Section 2. Title 15 of the Ellensburg City Code is hereby amended by changing the city's zoning map as adopted in ECC 15.300.020 for the following described area from Residential Suburban (R-S) to Residential High (R-H):

ACRES .53, CD. 8735-E; SEC 26; TWP 18; RGE 18; PTN SE1/4 SE1/4 (PARCEL A, B22/P248)

Section 3. That the official zoning map of the City of Ellensburg, as well as the Geographic Information System (GIS) data shall be amended to incorporate the land use classifications herein provided.

Section 4. Except as modified herein, each and every provision of the City Land Development Code, Title 15, as amended, shall remain in full force and effect.

Section 5. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. 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 7. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage, approval and publication as required by law.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 21st day of October, 2024.

_____
Mayor

Attest: _____
City Clerk

Approved as to form:

_____

City Attorney

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4945 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4945 was published as required by law.

_____

Beth Leader

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Public Hearing to Consider 2024 Annual Comprehensive Plan Amendments - First Reading of Ordinance 4946 (Public Comment Opportunity)
Submitted by:	Jeremy Johnston, Planning Manager
Department:	Community Development

Suggested Motion/Action:
Move to approve the Comprehensive Plan Amendments for Docket Items 24-01, 24-02, 24-03, 24-04, 24-05 as submitted by staff and recommended by the Planning Commission, and conduct first reading of Ordinance 4946.

Background/Summary:
Five proposed amendments to the Comprehensive Plan were submitted during this year's annual docketing process. The submittal forms for the docketed amendments are included in this report (Exhibits 1-5). Exhibit 1 (6-Year Capital Improvement Plan) does not include an application as it is an annual GMA requirement. Per the requirements of Ellensburg City Code (ECC) 15.250.090(D)(6), a public hearing to consider docketed amendments was held on September 12, 2024 with the Planning Commission to provide a recommendation for each item to City Council. Exhibit 6 contains the complete record of this Planning Commission Public Hearing.

Previous Council Action:
At their July 15, 2024 meeting, City Council approved a motion to docket five Comprehensive Plan amendments in the 2024 annual docket cycle.

Analysis:
Section 15.250.090(D)(8) of the ECC outlines the procedures for the annual Comprehensive Plan update, including public hearing requirements:

> The city council, after a recommendation from staff and the planning commission, and after holding a public hearing, shall make one of the following decisions:
>
> a. Approval in accordance with the findings and recommendations submitted by the planning commission;
> b. Approval with modifications;
> c. Refer all or part of the plan text or map amendment proposal back to the planning commission;
> d. Refer all or part of the plan text or map amendment proposal to the following year's annual amendment process; or
> e. Disapprove.

PUBLIC NOTICE. Notice of the 2024 annual comprehensive plan amendment process, including timelines and deadlines for submittals, was published in the Daily Record (Exhibit 6.3) on January 2, 2024, January 16, 2024, February 6, 2024, and March 7, 2024 and was also advertised on the News Page of the City website. This public hearing with City Council was advertised in the Daily Record on September 14, 2024 (Exhibit 7).

SEPA AND STATE REVIEW. A Preliminary Determination of Non-Significance was issued on August 8, 2024 (Exhibit 6.4). On this same date, the 21-day public comment period for the State Environmental Policy Act (SEPA) review process was initiated with a Public Notice in the Daily Record (Exhibit 6.5). The comment period ended on August 29, 2024, with one comment submitted by Jonathan Suttles regarding item 24-03 (Exhibit 6.6).

The required 60-day notice of intent to adopt Comprehensive Plan amendments was submitted to the Washington State Department of Commerce on August 8, 2024 (Exhibit 6.7). An acknowledgment letter from the Department of Commerce was received on the same day (Exhibit 6.8). The 60-day review period was completed on October 7, 2024.

The following five proposals were docketed by City Council for amendments to the Comprehensive Plan:

Docket Proposal 24-01. This docketing request is a proposal to provide an annual update to the 6-Year Capital Improvement Plans. The amendments will address the upcoming budget year. The proponents for this amendment include the following City of Ellensburg departments: Community Development, Parks and Recreation, and Public Works and Utilities.

See **Exhibit 1 Item 24-01** for the actual updates to the 6-year Capital Improvement Plans from each city department with a capital facilities budget:

- Electric
- Information Technology
- Natural Gas
- Parks and Recreation
- Sewer System
- Stormwater
- Telecommunications
- Transportation
- Wastewater Treatment
- Water System

Various elements of the Capital Improvement Plans have been gathered from other plans previously adopted by the City. The attached Capital Improvement Plan table pertaining to water improvements was pulled from the 2014 Water System Plan, and the wastewater treatment plant and sewer projects were pulled from the Wastewater Treatment Facility Engineering Report adopted by the City in 2015. The Transportation Improvement Plan was approved by the City Council on June 21, 2021. Many of the Parks and Recreation elements were pulled from the Parks and Recreation Plan that was adopted by the City in March 2016.

The Planning Commission recommend approval of this item.

Docket Proposal 24-02.
This docketing request **(Exhibit 2)** was submitted by the City's Community Development Department. In 2023, a Future Land Use/Zoning conversion table within the City of Ellensburg's Comprehensive Plan Land Use section was approved in the annual docket cycle. The purpose of this proposal was to create clear guidance for appropriate zoning options within each land use category.

Following adoption of the conversion table, staff discovered that one of the land use designations, Urban Neighborhood, should have included the Residential Medium zoning designation.

One of the objectives of the Urban Neighborhood designation is to allow for the development of transitional areas between lower density and higher density neighborhoods. The Residential Medium zoning designation is consistent with this goal and was intended to be included in the original 2023 proposal.

Approval of this amendment will correct the unintended omission in 2023 and ensure that zoning options are consistent with the Land Use Designation descriptions in the Comprehensive Plan.

The Planning Commission recommend approval of this item.

Docket Proposal 24-03.
This docketing request **(Exhibit 3)** is a proposal to update the Parks and Recreation Tier 1 Project Map submitted by the City of Ellensburg Parks and Recreation Director. The proposal will add a new trail connection from University Way to the Palouse to Cascade Trail. The specific location of the trail as indicated on the map would be subject to change, as it will require negotiations with private property owners and other considerations. The goal of updating this map is to formalize an intention of the Parks and Recreation Department to construct a future trail in the general vicinity of the representation on the map. Community Development received one comment on this item during the SEPA comment period from an adjacent property owner. This comment can be found in Exhibit 6.6 of your review materials.

The Planning Commission recommended approval of this item, but stressed that this was with the understanding that the specific route is tentative.

Docket Proposal 24-04.
This docketing request **(Exhibit 4)** was submitted by Quentin Batjer, agent for applicant, "TAJ LLC." The proposal would change the future land use designation of parcel 954442 from Light Industrial to Community Mixed Use. The property is currently adjacent to three land use designations: Parks and Open Space to the west, Light Industrial to the north and south, and Community Mixed Use to the east.

The Community Mixed Use land use designation "accommodates a combination of commercial and/or office activities that include a residential component within a self-

contained planned development.” The applicable uses for this designation include, “retail, education, financial institutions, professional and personal services, offices, residences, and general service activities.”

In their application narrative, the applicant has expressed an intention to apply for a zoning designation of Regional Center Mixed Use if the land use designation proposal is successful and subsequently establishing “basic employment and professional and personal services,” and the possibility of some multifamily development.

The Comprehensive Plan states that the Community Mixed Use land use designation “should be integrated with main transportation corridors, including public transit and active transportation centers.” The subject property is located approximately 330 feet from Dolarway Road, which is serviced by public transit.

Staff has reviewed the proposal which includes the applicant's narrative and also considered the proposal’s consistency with the Comprehensive Plan and general development patterns of the area. After consideration, staff believes that amending the Future Land Use Map with this revision would be consistent with the Comprehensive Plan’s description for Community Mixed Use. The general development pattern of the area is diverse with four different land use designations established within 350 feet of the property. These designations include:

- Light Industrial
- Community Mixed Use
- Parks and Open Space
- Public/Institutional

This unique combination of land use designations within such immediate proximity to each other results in a variety of potential land use designations and zones that could be appropriate for this parcel. Subsequently, staff find that this proposal does not conflict with the general development pattern of the area, or the direction offered by the Comprehensive Plan.

Planning Commission recommend approval of this item.

Docket Proposal 24-05.
This docketing request **(Exhibit 5)** was submitted by Community Development Staff and proposes a replacement of the Future Land Use Map in the Comprehensive Plan.

This proposal does not include any new changes to the Future Land Use Map. All adjustments to this map are being proposed to reflect multiple changes to future land use designations made in previous annual docket cycles.

At the beginning of 2024, staff performed a review of the City Future Land Use Designation Map and discovered that several revisions that took place in previous docket cycles were not reflected in the current map. Staff worked with the City GIS staff to create a map that reflects all of these changes.

Staff are proposing replacing the existing map with a more accurate and up-to-date map, provided in your review materials. Community Development staff are working with our GIS department to prepare a map that will also include docket item 24-04. Should the City Council approve docket item 24-04, this change will be added to the map in your review materials for the second reading of Ordinance 4946, to ensure a complete and accurate map is adopted for 2025.

The Planning Commission recommend approval of this item.

Financial Impact:
No anticipated financial impacts

Budget Adjustment: No

Attachments:
1. Exhibit 1 - 6 Year Capital Improvement Plan
2. Exhibit 2 - Future Land Use Zoning Conversion Table
3. Exhibit 3 - Tier 1 Project Locations Map
4. Exhibit 4 - TAJ LLC Map Amendment
5. Exhibit 5 - Future Land Use Map
6. Exhibit 6 - Planning Commission Record
7. Exhibit 7 - Annual Docket CC Public Hearing Notice
8. Ordinance 4946

APPENDIX A: 6-YEAR CAPITAL IMPROVEMENT PLANS

These 6-Year Capital Improvement Plans are hereby incorporated by reference into the City of Ellensburg Comprehensive Plan as an Appendix to the Capital Facilities and Utilities Chapter. The Capital Improvement Plans will be reviewed and updated annually.

Table 23. Electric Utility Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Electric System Plan						
Plan Update (every 6 years)	150000					
Capitol Projects						
Berry to Bull Rd Tie			$ 200,000			
Canyon Rd I90 Crossing Reconductor (D2-1)			$ 100,000			
Bowers Rd to Reecer Creek Extension (HE-2)					$ 250,000	$ 250,000
Feeder 15 Airport Rd to Bender (HE-1)					$ 150,000	$ 150,000
Mountain View Reconductor (D2-2)		$ 500,000				
Sanders to Alder Tie (HE-3)				$ 80,000		
Sanders to Brick Rd (HE-4)				$ 175,000		
Anderson/Umptanum Rd Tie	$ 150,000					
PSE Customer Annexations - Vantage Hwy	$ 75,000	$ 75,000				
Gateway II	$ 125,000	$ 125,000				
AMI Conversion	$ 1,000,000	$ 2,350,000				
SR97 / Highway 10 Loop	$ 300,000					
Wildcat Street Feeder System				$ 315,000		
Street Lighting Laminated / Fibergalss Pole Replacement/ Misc. Lighting Upgrades	$ 55,317	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Seattle (Willow To Vista View Plat) Extension	$ 75,000					
Rotary Park Solar Expansion and EV Install	$ 650,000					
Radio Road Conversion					$ 180,000	
Substation Improvements						
Sub Land Purchase	$ 225,000					
D1 Dolarway Substation Improvement	$ 3,000,000	$ 1,000,000				
	$ 5,805,317	$ 4,100,000	$ 350,000	$ 620,000	$ 630,000	$ 450,000
Grand total	$					11,955,317

Table 24. Information Technology Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
IT Strategic Plan						
Plan Updates (every 3 years)		$20,000			$20,000	
IT Computer Replacements						
Hardware	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000
Software	$34,000	$34,000	$34,000	$34,000	$34,000	$34,000
Consultant Services	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
IT Enterprise Applications						
Hardware	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Records Management	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
ERP replacement	$55,000	$55,000	$55,000	$55,000	$55,000	$55,000
Software	$185,000	$185,000	$185,000	$185,000	$185,000	$185,000
Consultant Services	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
IT Network Resources						
Hardware	$40,000	$20,000	$20,000	$20,000	$20,000	$20,000
Software	$53,000	$53,000	$53,000	$53,000	$53,000	$53,000
Consultant Services	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000
Off Site Data/DR	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Network Cable Upgrades	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
GIS Strategic Plan						
Plan Updates (every 3 years)	$15,000			$15,000		
GIS Enterprise Applications						
GIS - Asset Management System	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
GIS - Permit, licensing, and Service Applications	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
GIS Network Resources						
Hardware	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Software	$52,000	$52,000	$52,000	$52,000	$52,000	$52,000
Consultant Services	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Total	**$791,000**	**$776,000**	**$756,000**	**$771,000**	**$776,000**	**$756,000**
GRAND TOTAL	**$4,626,000**					

Table 25. Natural Gas Utility Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Gas System Planning & Programs						
System Plan Update (every 6 years)		$120,000				
DIMP Program	$10,000	$15,000	$15,000	$20,000	$20,000	$25,000
PSMS Program	$10,000	$15,000	$15,000	$20,000	$20,000	$25,000
Public Awareness Program	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
System Improvements						
No 6 Road / Vantage Hwy Loop			$600,000			
Misc System Integrity Looping	$40,000	$40,000	$40,000	$50,000	$50,000	$50,000
Vantage Highway (Gateway II)			$350,000			
SR97 / Highway 10 Loop	$500,000					
Pipe Boring under Roads and Creeks	$50,000	$50,000	$50,000	$50,000	$60,000	$60,000
Misc System Improvements	$100,000	$120,000	$120,000	$140,000	$140,000	$140,000
Sustainability Improvements						
Emission Mitigation Equipment	$80,000					
WWTP RNG Station		$100,000				
Leak Detection Equipment Upgrades			$60,000	$80,000		
Tap/Regulator Station Upgrades						
System Telemetry Upgrades		$20,000		$20,000		$25,000
Tap Station Land Acquisition	$120,000					
Kittitas Tap Station Site Improvements			$450,000			
Seattle Gate Station Site Improvements	$20,000					
Cathodic Protection System Improvements						
Anode Bed Replacements			$180,000			
Cathodic Protection (CP) System Study	$90,000					

Cathodic Protection Close Interval Survey	$25,000					
Tap Station CP Interference Testing/Analysis	$15,000		$15,000		$15,000	
Meter/ERT Upgrades/Improvements						
Meter Proving/Refurbish	$20,000	$40,000	$20,000	$50,000	$25,000	$50,000
Meter/ERT Change-Outs	$140,000	$200,000	$200,000	$140,000	$140,000	$140,000
AMI Conversion			$800,000			
Developments						
Misc System Developments	$150,000	$150,000	$200,000	$200,000	$225,000	$225,000
	$1,400,000	$900,000	$3,145,000	$800,000	$725,000	$770,000
Grand total	$7,740,000					

Table 26. Parks and Recreation Capital Improvement Plan

2025-2030 Six Year Capital Improvement Plan - City of Ellensburg Parks & Recreation Department						
Project Description	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Rotary Park Fieldhouse	$ 25,000,000.00					
North Alder Street Park Sprayground	$ 250,000.00					
IRRP Playground			$ 200,000.00			
Kiwanis Park Skatepark Improvements	$ 545,000.00					
Reed Park Improvements	$ 200,000.00	$ 200,000.00	$ 200,000.00			
Community & Aquatic Center				$50,000,000.00		
McElroy Park Improvements				$30,000.00		
Pickleball Court Development (4)		$110,000				
Rotary Park and Trail Development			$ 500,000.00			$ 5,000,000.00
New Park Acquisition					$200,000.00	
Mt. View Park Multi Purpose Court Improvements		$40,000.00				
Mt. View Park Tennis Court Development (8)	$650,000					
Palouse to Cascades Reconnection Trail		$825,000.00	$75,000.00	$200,000.00	$500,000.00	$300,000.00
Yakima River Trail			$750,000.00			
Irene Rinehart Park Improvements						$1,827,000.00
Kleinberg Park Improvements					$17,000.00	
Mt. View Park Improvements						$188,300
Paul Rogers Park Improvements		$118,000.00				
South Main Entry Park Improvements						$20,000
Veterans Memorial Park Improvements					$401,000.00	

West Ellensburg Park Improvements					$432,600.00	
Wipple Park Improvements	$ 50,000.00					
Off Leash Park Phase II		$10,000.00				
TOTALS	$ 26,695,000.00	$1,303,000.00	$1,725,000.00	$50,230,000.00	$1,550,600.00	$7,335,300.00
Grand Total						$ 88,838,900.00

Table 27. Sewer Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Maintenance Issues & Concrete & Clay Pipe Replacement	$150,000	$180,000	$180,000	$200,000	$200,000	$200,000	$2,200,000
Concrete & Clay Pipe Replacement							$4,050,000
Cora Street Pump Removal/Main Extension				$ 1,500,000			
Anderson Road Extension	$1,500,000						
	$ 1,650,000	$ 180,000	$ 180,000	$ 1,700,000	$ 200,000	$ 200,000	$ 6,250,000
Grand Total	$						10,360,000

Table 28. Stormwater Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Effectiveness Monitoring	$ 74,073	$ 92,039	$ -	$ -	$ -	$ -	$ -
University Avenue Gateway Project (Wenas to Whiskey Cr.)	$2,500,000						
Street Tree Inventory and Assessment	$80,000	$0	0	0	0	0	0
Annual Stormwater Project (Varies)	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 750,000
Phase II Levee Reecer Dolarway	$ 1,200,000						
University Avenue Gateway II Project (Vista Rd. to E. CL)	$1,025,000		$ 4,900,000				
	$ 4,954,073	$ 167,039	$ 4,975,000	$ 75,000	$ 75,000	$ 75,000	$ 750,000
Grand Total	$						10,321,112

Table 29. Telecommunications Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Telecom Strategic Plan						
Plan Updates (every 3 years)			$20,000			$20,000
System Improvements						
WWTP Fiber Optic Connection						
Bull Road						
Hardware Refreshment	$125,000	$25,000	$25,000	$100,000	$25,000	$25,000
Outdoor Plant Improvements	$48,000	$48,000	$48,000	$48,000	$48,000	$48,000
Gateway 2 Project	$20,000					
Telecom Connections	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Telecom Infrastructure	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
Line Extensions						
Commercial Customers	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Wireless Improvements						
Community WiFi, Wireless Equipment for DR/Backup or Temporary Svc.	$10,000					
Total	**$283,000**	**$153,000**	**$173,000**	**$228,000**	**$153,000**	**$173,000**
GRAND TOTAL	**$1,163,000**					

Table 30. Transportation Capital Improvement Plan

		REVENUE BY YEAR (thousands)								
			2024*	2025	2026	2027	2028	2029	2030	TOTALS
		ARTERIAL STREET	269	245	108	395	713	395	118	2,243
		REGIONAL STBG	1,167	0	0	0	0	710	750	2,627
		SALES TAX RESERVE	288	107	918	350	1,425	1,155	500	4,743
		FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	127	3,325	0	750	750	250	5,202
		WSDOT SAFETY PROGRAM	0	0	0	4,350	1,700	0	0	6,050
		TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	1,327	886	950	815	1,700	3,475	2,800	11,953
		DISTRESSED COUNTY SALES/USE TAX	34	110	134	0	0	609	0	887
		1/4 CENT REAL ESTATE EXCISE TAX	855	150	334	160	722	354	22	2,597
		MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS	353	0	0	0	0	475	0	828
		DOE FISCAL YEAR WATER QUALITY GRANT	360	515	3,375	0	0	0	0	4,250
		COUNTY LODGING TAX GRANT	0	0	0	0	0	0	67	67
		LOCAL LODGING TAX FUNDS	0	0	0	0	0	0	66	66
		TRANSIT	50	0	0	865	0	0	0	915
		OTHER AGENCY OR CITY DEPARTMENT	1,521	330	900	1,000	500	1,062	300	5,613
		LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	0	4,700	0	4,145	695	8,200	17,740
		TRAFFIC IMPACT FEES	0	606	150	2,632	0	990	1,370	5,748
		NOT FUNDED	0	0	0	0	0	0	0	0
		TOTAL REVENUE	**6,224**	**3,076**	**14,894**	**10,567**	**11,655**	**10,670**	**14,443**	**71,529**
	Funding (S/P)	EXPENDITURES BY YEAR (thousands)	2024*	2025	2026	2027	2028	2029	2030	*Future* TOTALS
1	S/P	Bridge Inspections	5	5	5	5	5	5	5	*0* 35
2	S/P	Engineering Transfer	15	15	15	15	15	15	15	*0* 105
3	S/P	Signal Optimization	25	25	25	25	25	25	25	*0* 175
4	S/P	Alley Reconstruction (Semi-Annual)	80	0	85	0	90	0	95	*0* 350
5	S	Pfenning Road Shared Use Pathway - 3rd Ave to Palouse to Cascades Trail	526	0	0	0	0	0	0	*0* 526
6	S	Brick Rd Improvements - Radio Rd to McElroy Park Trail	1,540	0	0	0	0	0	0	*0* 1,540
7	S	Pfenning Rd Sidewalk - 240' North of Vantage Hwy to Radio Rd	1,251	0	0	0	0	0	0	*0* 1,251
8	S	Alder St Sidewalk - One Side - 1st Ave to 3rd Ave (Complete Streets)	170	0	0	0	0	0	0	*0* 170
9	S	15th Ave Sidewalk Improvements - Cora St to Columbia St - North Side (Comp St)	360	0	0	0	0	0	0	*0* 360
10	S	University Way Overlay - (BNSF To Cle Elum St)	1,017	0	0	0	0	0	0	*0* 1,017
11	S	5th Ave CBD Paverstone Sidewalk and Street Tree Impr. (N. Side Water to Main)	200	0	0	0	0	0	0	*0* 200
12	S	Mountain View Ave and Bull Rd/Willow St Intersection Enhancements	75	750	0	0	0	0	0	*0* 825
13	S/P	Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction)	450	0	5,450	0	0	0	0	*0* 5,900
14	S	University Way Gateway II - Vista Rd to east City Limits	510	515	5,125	0	0	0	0	*0* 6,150
15	S/P	Capitol Ave Sidewalk Replacement - Main St. to Sampson St.	0	100	0	110	0	130	0	*0* 340
16	P	Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main	0	1,416	0	0	0	0	0	*0* 1,416
17	P	Recon. Trail and Sidewalk Extension - PTC to Bender and Hannah to Whiskey Cr	0	250	2,791	0	0	0	0	*0* 3,041
18	P	Canyon Rd Overlay - Umptanum to Mountain View Ave	0	0	280	0	0	0	0	*0* 280
19	P	Alder St Sidewalk - One Side - 3rd Ave to Craig Ave	0	0	80	0	100	0	0	*0* 180
20	P	1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	0	234	0	0	0	0	*0* 234
21	P	Palouse to Cascades Reconnect Trail - Sanders to Airport	0	0	804	0	0	0	0	*0* 804
22	P	University Way Overlay - Cle Elum St to east City Limits	0	0	0	2,215	0	0	0	*0* 2,215
23	P	Wildcat Way and 18th Intersection Enhancements	0	0	0	756	0	0	0	*0* 755
24	P	Anderson Rd and Umptanum Rd Intersection Enhancements	0	0	0	1,252	0	0	0	*0* 1,252
25	P	University Way and Water Street Intersection Enhancements and Widening	0	0	0	3,270	0	0	0	*0* 3,270
26	P	Mountain View Ave and Ruby St Intersection Enhancements and Widening	0	0	0	2,920	0	0	0	*0* 2,920
27	P	Walnut St and 18th Bike Lane - Dean Nicholson to Alder St	0	0	0	0	150	0	0	*0* 150
28	P	Water St. Overlay - University Way to Helena	0	0	0	0	1,550	0	0	*0* 1,550
29	P	Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave	0	0	0	0	4,300	0	0	*0* 4,300
30	P	Umptanum Shared Use Pathway - Wilson Cr to IRRP	0	0	0	0	2,100	0	0	*0* 2,100
31	P	University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	2,040	0	0	*0* 2,040
32	P	Industrial Way Improvements - LID	0	0	0	0	1,280	0	0	*0* 1,280
33	P	Canyon Rd and Umptanum Rd Intersection Enhancements and Widening	0	0	0	0	0	3,390	0	*0* 3,390
34	P	3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	810	0	*0* 810
35	P	Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.	0	0	0	0	0	1,525	0	*0* 1,525
36	P	Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	1,170	0	*0* 1,170
37	P	City to Canyon Trail - Umptanum Rd to Tjossem Rd	0	0	0	0	0	3,600	0	*0* 3,600
38	P	3rd Ave and Ruby St Intersection Enhancements	0	0	0	0	0	0	890	*0* 890
39	P	Large Scale Wayfinding Implementation Project	0	0	0	0	0	0	133	*0* 133
40	P	14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way	0	0	0	0	0	0	480	*0* 480
41	P	Mountain View Overlay - Canyon to Willow	0	0	0	0	0	0	1,500	*0* 1,500
42	P	Helena Ave Extension - PTC Trail to Dry Cr Rd	0	0	0	0	0	0	4,100	*0* 4,100
43	P	Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)	0	0	0	0	0	0	7,200	*0* 7,200
44	P	Chestnut St and Walnut St Bike and Ped Improvements								*263* 263
45	P	8th Ave LID (University Way to Maple St)								*1,061* 1,061
46	P	Trail Connection - 5th Ave to University Way (near CWU)								*250* 250
47	P	5th and Ruby Intersection Enhancements and Widening								*741* 741
48	P	Anderson/Umptanum/Railroad Ave. Road Widening/Overlay								*7,310* 7,310
49	P	Helena Ave and Walnut St Intersection Enhancements and Widening								*740* 740
50	P	Circle the City Trail - Enterprise Way to Faust Rd								*4,200* 4,200
51	P	Main St Sidewalk Improvements - University Way to 14th Ave								*1,450* 1,450
52	P	Helena Ave and Water St Intersection Enhancements and Widening								*936* 936
53	P	Manitoba Ave and Ruby St Intersection Enhancements and Realignment								*1,332* 1,332
54	P	University Way and Alder St Intersection Enhancements and Widening								*1,558* 1,558
55	P	Currier Creek Pathway - Univ. Way to Reecer Cr Rd to Currier Cr to PTC								*2,750* 2,750
56	P	University Way and Main St Intersection Enhancements and Widening								*3,338* 3,338
57	P	Water St and Bender Rd Intersection Enhancements								*966* 966
58	P	Airport Rd and Bender Rd Intersection Enhancements								*1,008* 1,008
59	P	Capitol Ave and Chestnut St Intersection Enhancements								*672* 672
60	P	Canyon Rd Sidewalk - I90 to Berry Rd to Existing Sidewalk on Berry Rd								*540* 540
61	P	Sanders Rd and Alder St Intersection Enhancements								*665* 665
62	P	Capitol Ave and Willow St Intersection Enhancements								*524* 524
63	P	15th Ave and Cora St Intersection Enhancements								*432* 432
64	P	18th Ave and Alder St Intersection Enhancements								*720* 720

TOTAL EXPENDITURE	**6,224**	**3,076**	**14,894**	**10,568**	**11,655**	**10,670**	**14,443**	***31,456***	**102,985**
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2024))	1,740	1,591	1,466	1,478	1,203	610	335		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER	120	120	120	120	120	120	120		
ARTERIAL STREET FUND ENDING BALANCE	1,591	1,466	1,478	1,203	610	335	337		

Table 31. Waste Water System Capital improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Digester and GBT Building Electrical Upgrades	$ 848,000						
Recirculation Pump Station		$ 275,000					
Boiler Building		$ 40,000					
Aeration	$ 200,000	$ 30,000,000					
New Clarifier		$ 10,000,000					
Rebuild Clarifiers			$ 1,700,000				
Methane Recapture Analysis/Contract	$ 1,040,000						
	$ 2,088,000	$ 40,315,000	$ 1,700,000	$ -	$ -	$ -	$ -
Grand total	$						44,103,000

Table 32. Water System Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Aquifer Storage and Recovery Program	$ 300,000						$ 5,000,000
Craig's Hill Pressure Zone	$ 1,210,000						
Reservoir Siting Study	$ 50,000						
Craig's Hill Reservoir Seismic Study and Retrofit	$ 50,000	$ 180,000					
Pfenning Loop					$ 274,000		
Airport Well 3 and 1824 Zone Connector						$ 160,000	
Memorial Park Main Relocation	$ 50,000						
Walnut Street Main Replacement		$ 286,000					
Seattle Ave. Main Extension	$ 323,000						
24-inch Main Inspection	$ 25,000						
24-inch Valve Rehabilitate	$ 40,000	$ 40,000					
New 1860 Pressure Zone				$ 2,500,000	$ 1,840,000		
New 4.0 MG 1824 Zone Reservoir				$ 4,745,000	$ 4,745,000		
Reservoir Corrosion Control Program	$ 230,000						
Permanent On-Site Well Backup Generators		$ 550,000		$ 550,000		$ 550,000	$ 1,200,000
Recoat Reservoirs			$ 825,000				$ 825,000
AMI Conversion			$ 500,000				
Pressure Reducing Valve							$ 81,000
New Well(s)	$ 50,000	$ 3,000,000	$ 3,500,000				
Water System Plan Update							$ 300,000
Rotary Park Irrigation	$ 750,000						
Oversizing Fund	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 520
Pipe Replacement Fund	$ 100,000	$ 100,000	$ 110,000	$ 110,000	$ 120,000	$ 120,000	$ 1,320,000
Meter Testing	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 455,000
Pump and Motor Inspection/Repair	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 416,000
	$ 3,308,000	$ 4,286,000	$ 5,065,000	$ 8,035,000	$ 7,109,000	$ 960,000	$ 9,597,520
Grand Total	$						38,360,520

Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Future Land Use/ Zoning Table Update Docket #: 24-02
OFFICE USE ONLY OFFICE USE ONLY
Date Application Received: 3-29-2024 Received by: Jeremy Johnston

Applicant: Community Development

Name: Jeremy Johnston Daytime Phone: (509)-962-7232
Mailing Address: 501 N Anderson Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: johnstonj@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

• Detailed statement of the proposal and reason for the amendment including proposed language for amendment;

• Anticipated impacts of the change, including the geographic area affected and issues presented;

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;

• How the change would be compliant with the Growth Management Act;

• How the change would be compliant with the Countywide Planning Policies; and

• How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

The City adopted a Future Land Use / Zoning conversion table in 2023. Staff later identified a Future Land Use Designation (Urban Residential) that should have included "Residential Medium" in its list of appropriate zones. This amendment would add this zone to the Urban Residential Future Land Use Designation
category.

Table 7. Future Land Use- Zoning Conversion Table	
Future Land Use	**Zoning Options**
Residential Neighborhood	Residential Suburban (R-S) Residential Low (R-L) Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Commercial Neighborhood (C-N)
Blended Residential Neighborhood	Residential Low (R-L) Residential Medium (R-M) Residential High (R-H) Commercial Neighborhood (C-N)
Urban Neighborhood	Residential High (R-H) Residential Medium (R-M) Residential Office (R-O) Commercial Neighborhood (C-N)
Neighborhood Mixed Use	Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Commercial Neighborhood (C-N)
Community Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Neighborhood Center (NCMU)
	Regional Center Mixed Use (RCMU)
	Commercial Highway (C-H)
Neighborhood Commercial	Commercial Neighborhood (C-N) Residential Office (R-O)
Mixed Business Park	Industrial Light (I-L)
	Commercial Highway (C-H)
	Regional Center Mixed Use (RCMU)
Urban Center	Central Commercial (C-C)
	Central Commercial II (C-CII)
General Commercial and Services	Commercial Highway (C-H)
Light Industrial	Industrial Light (I-L)
Heavy Industrial	Industrial Heavy (I-H)
Industrial Residential	Industrial Light (I-L)
Public Institutional	Public Reserve (P-R)
Open Space (Private)	Public Reserve (P-R)
Parks and Open Space (Public)	Public Reserve (P-R)

RECEIVED
PZ4-029
MAR 26 2024
COMMUNITY DEVELOPMENT
PA-16

Comprehensive Plan Amendment Proposal

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

Application Name: _____ Docket #: _____
OFFICE USE ONLY OFFICE USE ONLY
Date Application Received: _____ Received by: _____

Applicant:

Name: CITY OF ELLENSBURG - BRAD CASE Daytime Phone: (509) 925-8639
Mailing Address: 501 N ANDERSON Fax Number: _____
City/State/Zip: ELLENSBURG, WA 98926 Signature: _____
Professional License No: _____ E-mail: casebecityofellensburg.org

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

SEE ATTACHED

PZ4-029

The amendment being proposed is to update the City Trail Map showing the extension of the Gateway path from University Way to the Palouse Cascades State Park Trail (PTC). This new section of trail measures approximately .84 miles long and after crossing University Way, will meander through two properties currently under private ownership, to the PTC, just east of where the trail crosses Reecer Creek Road.

This new trail section will connect existing and future residential developments to the central business district, parks & recreation facilities via a non-motorized pathway. The benefits of non-motorized trails include a reduction in car emissions, reduced stress on city infrastructure, and health benefits to name a few. Through the previous planning efforts, the city has created a variety of trail systems and corridors throughout our community, this includes the Yakima River Trail, the Palouse to Cascades Trail Reconnection Route, and Circle the City.

The 2016-22 City of Ellensburg Park, Recreation, and Open Space Plan identifies trail activities as the most desired types of recreation activities. Given time, money and transportation considerations, walking and biking for pleasure were the top two activities chosen by respondents. The plan also identifies new trails as the top priority if funding were available. Prioritizing a citywide trail system was the top ranked option according to questionnaire outcomes.

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MAR 26 2024
COMMUNITY DEVELOPMENT

P24-029

RECEIVED

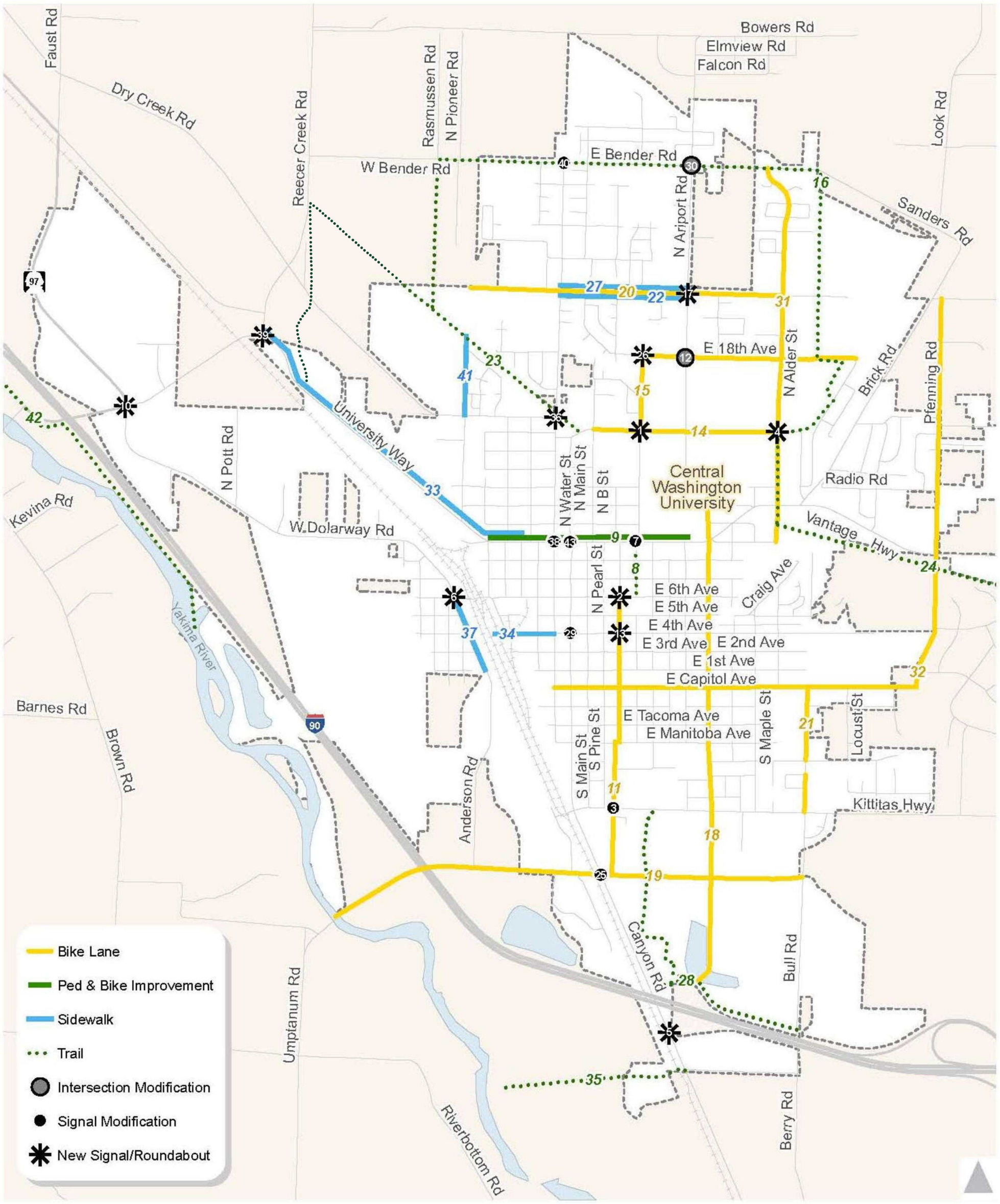
MAR 26 2024

COMMUNITY DEVELOPMENT

Proposed trail shown in red.

Existing Gateway Trail shown in yellow.

Figure 29. Tier 1 Project Locations



RECEIVED 03/06/2024
COMMUNITY
DEVELOPMENT
P24-020
PA-16

Comprehensive Plan Amendment Proposal

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

Application Name: _____ **Docket #:** _____
OFFICE USE ONLY **OFFICE USE ONLY**

Date Application Received: 03/06/2024 **Received by:** Kathy Boots

Applicant:

Name: Haley Schmidlin Daytime Phone: (509) 607-4592
Mailing Address: 902 North Enterprise Way Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: hschmidlin@eastsidevocational.com

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: Quentin Batjer Daytime Phone: (509) 662-3551
Mailing Address: 617 Washington Street Fax Number: (509) 662-9074
City/State/Zip: Wenatchee, Washington 98801 E-mail: quentin@dadkp.com
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

• Detailed statement of the proposal and reason for the amendment including proposed language for amendment;

• Anticipated impacts of the change, including the geographic area affected and issues presented;

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;

• How the change would be compliant with the Growth Management Act;

• How the change would be compliant with the Countywide Planning Policies; and

• How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

See Attached.

TAJ, LLC

TAJ, LLC
902 N Enterprise Way,
Ellensburg, WA 98926
(509)899-2267

In reference to Docket 24-04

To whom it may concern,

We, Nick Jensen and Michelle Jensen, managing members of TAJ, LLC and the applicant in this matter acquired representation to aid us in this process. Quentin Batjer of Davis Arneil Law Firm has been acting as TAJ, LLC's attorney throughout the application process.

Should there be any questions regarding our application, please direct them to Mr. Batjer. If you need to reach me directly, contact me at 509-899-2267 or mjensen@eastsidevocational.com.

Regards,

Nick Jensen
Owner
TAJ, LLC

Michelle M. Jensen
Owner
TAJ, LLC

RECEIVED 03/06/2024
COMMUNITY
DEVELOPMENT
P24-020

Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, WA 98801
(509) 662-3551
quentin@dadkp.com

Statement of Eastside Vocational Services, Inc. in support of Amendment to Ellensburg Comprehensive Plan

Detailed Statement of Proposal and Reason for Amendment.

TAJ, LLC dba Eastside Vocational Services, Inc. owns Kittitas County Parcel #954442, commonly known as 902 N. Enterprise Way, Ellensburg, Washington 98926 (the "Property") (See Exhibit 1, attached hereto). The Property is within city limits for the City of Ellensburg (the "City"), currently designated in the Dolarway Industrial Corridor, and is zoned for light industrial (I-L) use.

Applicant desires to amend the Ellensburg Comprehensive Plan (the "Plan") so that the Property may be designated as a Community Mixed Use and would then apply for re-zoning as a Regional Center Mixed Use ("RCMU"). To this end, Applicant plans to apply to the City to re-zone the Property as RCMU contemporaneously with the Plan amendment. The Applicant desires to develop the Property consistent with parameters allowable for the RCMU zone and further the City's goals for Community Mixed Use development as set forth under the Plan.

Specifically, Applicant requests that the Plan be amended so that the Property is designated as Community Mixed Use under the Plan. There is no proposed language for the amendment, because the amendment solely pertains to a change to the Future Land Use Map. See Plan, Chapter 1, Fig. 2.

Anticipated Impacts of Change.

There are minimal anticipated impacts of this change, because future plans for the Property are to lease office space to small local businesses to provide commercial services to citizens of Ellensburg. Previous use that is more industrial in nature has ceased and will not occur on-site going forward, because the former tenant is no longer in business.

The change in designation for the Property is consistent with Community Mixed Use designation in that activities will continue to be basic employment and professional and personal services necessary for a vibrant community. It intends to draw from the community as a whole for the employee and customer base typical of this designation.

This change is consistent with Goal LU-1, Policy B of the Plan (fostering compatibility of development with the character of surrounding areas.

Existing Criteria for Light Industrial Use No Longer Applies.

The current criteria for the Light Industrial designation are not as applicable compared to Community Mixed Use criteria. The shop space located on the Property was formerly utilized by a tenant who is no

longer in business, and the space will not be utilized for any industrial purpose going forward. Instead, the Property will provide small businesses with a location to base their operations, enhancing economic development of the area and the City, as well as providing significant employment opportunities and services to the citizens of the City. The future success of commercial development could also eventually form a basis for multifamily housing opportunities as well.

The proposed amendment is consistent with Goal LU-2 of the Plan in that it establishes land use patterns that promote easy access to goods, service, education and employment. Moreover, Policy A seeks to Dolarway Road to ensure land use designations are consistent with overall development strategies. Here, the adjacent parcel to the Property is designated as Mixed Use/RCMU.

Proposed Change Complies with the GMA and Countywide Planning Policies.

Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Plan one time each year. Ellensburg City Code 15.250.090 specifies the formal Comprehensive Plan update process, which allows for amendments to be proposed by any member of the community, City Council member, City Board or Commission, or City staff.

The amendment is consistent with the GMA in multiple ways. Most notably, it encourages development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. RCW 36.70A.020). It also encourages economic development, helps reduce low-density development and promotes residential densities and housing stock. *Id.*

Plans Supporting the Change.

The requested designation is proper, because the RCMU is intended to provide for a "broad mix of uses that offer a variety of commercial and employment opportunities and medium to high density multifamily housing." Applicant intends to rent the building's office space and does not intend to do any remodeling to the Property on the basis of this request.

The requested designation and future zone will also give the applicant the ability to mix in multifamily housing opportunities that could be available to city residents if there is additional commercial business development, meeting the City's growing need to accommodate expansion of affordable housing, and to provide accessible commercial services for residents. The Property is ideally located near a main transportation corridor. The Property is already poised for development consistent with the requested zoning designation.

Kittitas County COMPAS Map

Date: 3/4/2024

1 inch equals 376 feet

0 0.02 0.04 0.09 mi

Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

1003
1004
1002
N ENTERPRISE WAY
908
906
905
907
1607
1515
1511
1501
1405
1403
1315
W DOLARWAY RD
1402
1314
1500
1410

Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Future Land Use Map Update Docket #: 24-05
OFFICE USE ONLY OFFICE USE ONLY
Date Application Received: 3-29-2024 Received by: Jeremy Johnston

Applicant: Community Development

Name: Jeremy Johnston Daytime Phone: (509)-962-7232
Mailing Address: 501 N Anderson Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: johnstonj@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

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• Anticipated impacts of the change, including the geographic area affected and issues presented;

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;

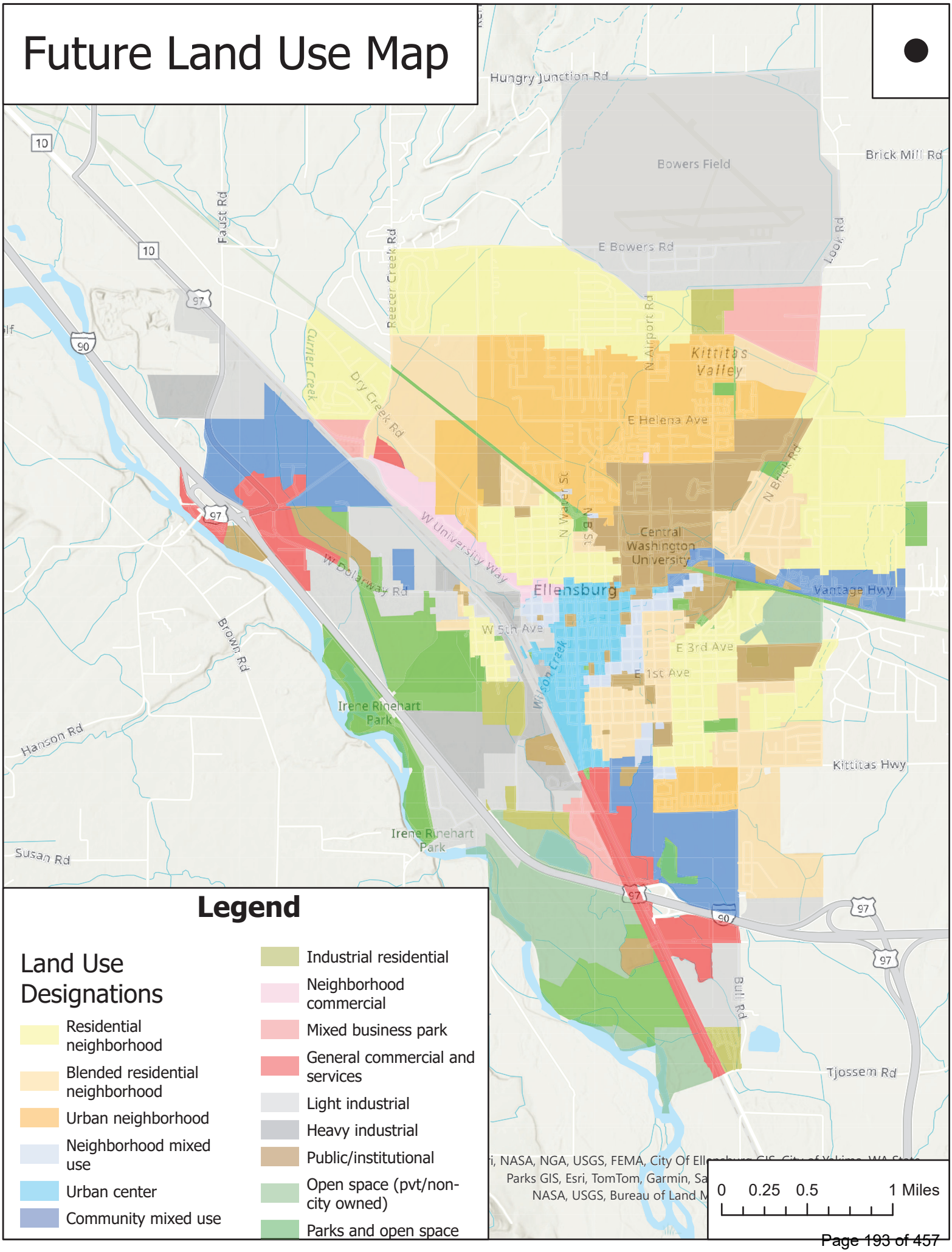
• How the change would be compliant with the Growth Management Act;

• How the change would be compliant with the Countywide Planning Policies; and

• How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

The City Future Land Use Map is out of date and includes many inaccuracies. Community Development proposes amending this map to reflect an accurate representation of the current Future Land Use.

Future Land Use Map



Legend

Land Use Designations

- Residential neighborhood
- Blended residential neighborhood
- Urban neighborhood
- Neighborhood mixed use
- Urban center
- Community mixed use
- Industrial residential
- Neighborhood commercial
- Mixed business park
- General commercial and services
- Light industrial
- Heavy industrial
- Public/institutional
- Open space (pvt/non-city owned)
- Parks and open space

COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926

AGENDA REPORT

DATE: September 12, 2024

TO: Planning Commission

FROM: Jeremy Johnston, Community Development Planning Manager

RE: Public Hearing (Legislative) to Consider 2024 Annual Comprehensive Plan Amendments

SUGGESTED ACTION:
1. Conduct a Public Hearing.

2. Provide recommendation to City Council for Comprehensive Plan Docket Items 24-01, 24-02, 24-03, 24-05 as submitted by staff.

BACKGROUN/SUMMARY: Five proposed amendments to the Comprehensive Plan were submitted during this year's annual docketing process. The submittal forms for the docketed amendments are included in this report (Exhibit 1 - 2024 Docket Cycle Bookmarked Proposals), indicating who submitted the proposal and the rationale provided by the applicant/staff for the proposed amendment. Exhibit 1 contains all proposed items and review materials. It has been bookmarked for your convenience. Per the requirements of Ellensburg City Code (ECC) 15.250.090(D)(6), a public hearing to consider docketed amendments shall be scheduled with the Planning Commission to provide a recommendation for each item to City Council.

Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Comprehensive Plan once each year. City Council has adopted a formal amendment process that allows for amendments to be proposed by any member of the community, any City Council member, any City Board or Commission, or City staff.

PREVIOUS COUNCIL ACTION

At their July 15, 2024 meeting, City Council approved a motion to docket five Comprehensive Plan amendments in the 2024 annual docket cycle.

ANALYSIS

Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Comprehensive Plan one-time each year. City Council has adopted a formal amendment process that allows for amendments to be proposed by any member of the community, any City Council member, any City Board or Commission, or City staff.

The Planning Commission is instructed, pursuant to ECC 15.250.090(D)(6), to provide one of four possible recommendations to City Council:

a. Approval in the form submitted for public hearing;

b. Approval with changes;

c. Approval in part; or

d. Disapproval.

This public hearing with the Planning Commission was advertised in the Daily Record on August 8, 2024 (Exhibit 2).

PUBLIC NOTICE. Notice of the 2024 annual comprehensive plan amendment process, including timelines and deadlines for submittals, was published in the Daily Record (Exhibit 3) on January 2, 2024, January 16, 2024, February 6, 2024, and March 7, 2024 and was also advertised on the News Page of the City website.

SEPA AND STATE REVIEW. A Determination of Non-Significance was issued on August 8, 2024 (Exhibit 4). On this same date, the 21-day public comment period for the State Environmental Policy Act (SEPA) review process was initiated with a Public Notice in the Daily Record (Exhibit 5). The comment period ended on August 29, 2024, with one comment submitted by Jonathan Suttles regarding item 24-03 (Exhibit 6).

The required 60-day notice of intent to adopt Comprehensive plan amendments was submitted to the Washington State Department of Commerce on August 8, 2024 (Exhibit 7). An acknowledgement letter from the Department of Commerce was received on the same day (Exhibit 8). The 60-day review period will be complete on October 7, 2024.

The following five proposals were docketed by City Council for amendments to the Comprehensive Plan:

Docket Proposal 24-01. This docketing request is a proposal to provide an annual update to the 6-Year Capital Improvement Plans. The amendments will address the upcoming budget year. The proponents for this amendment include the following City of Ellensburg departments: Community Development, Parks and Recreation, and Public Works and Utilities.

See **Exhibit 1 Item 24-01** for the actual updates to the 6-year Capital Improvement Plans from each city department with a capital facilities budget:

- Electric

- Information Technology
- Natural Gas
- Parks and Recreation
- Sewer System
- Stormwater
- Telecommunications
- Transportation
- Wastewater Treatment
- Water System

Various elements of the Capital Improvement Plans have been gathered from other plans previously adopted by the City. The attached Capital Improvement Plan table pertaining to water improvements was pulled from the 2014 Water System Plan, and the wastewater treatment plant and sewer projects were pulled from the Wastewater Treatment Facility Engineering Report adopted by the City in 2015. The Transportation Improvement Plan was approved by the City Council on June 21, 2021. Many of the Parks and Recreation elements were pulled from the Parks and Recreation Plan that was adopted by the City in March 2016.

Community Development staff recommend that the Planning Commission recommend approval of this item.

Docket Proposal 24-02.

This docketing request **(Exhibit 1- Item 24-02)** was submitted by the City's Community Development Department. In 2023 a Future Land Use / Zoning conversion table within the City of Ellensburg's Comprehensive Plan Land Use section was approved in the annual docket cycle. The purpose of this proposal was to create clear guidance for appropriate zoning options within each land use category.

Following adoption of the conversion table staff discovered that one of the land use designations, Urban Neighborhood, should have included the Residential Medium zoning designation.

One of the objectives of the Urban Neighborhood designation is to allow for the development of transitional areas between lower density and higher density neighborhoods. The Residential Medium zoning designation is consistent with this goal and was intended to be included in the original 2023 proposal.

Approval of this amendment will correct the unintended omission in 2023 and ensure that zoning options are consistent with the Land Use Designation descriptions in the Comprehensive Plan.

Community Development staff recommend that the Planning Commission recommend approval of this item.

Docket Proposal 24-03.

This docketing request **(Exhibit 1 - Item 24-03)** is a proposal to update the Parks and Recreation Tier 1 Project Map submitted by the City of Ellensburg Parks and Recreation Director. The proposal will add a new trail connection from University Way to the Palouse to

Cascade Trail. The specific location of the trail as indicated on the map would be subject to change, as it will include necessary negotiations with private property owners and other considerations. The goal of updating this map is to formalize an intention of the Parks and Recreation Department to construct a trail sometime in the future in the general vicinity of the representation on the map. Community Development received one comment on this item during the SEPA comment period from an adjacent property owner. This comment can be found in Exhibit 6 of your review materials.

Community Development staff recommend that the Planning Commission recommend approval of this item.

Docket Proposal 24-04.

This docketing request **(Exhibit 1 - Item 24-04)** was submitted by Quentin Batjer, agent for applicant, "TAJ LLC." The proposal will change the future land use designation of parcel 954442 from Light Industrial to Community Mixed Use. The property is currently adjacent to three land use designations; Parks and Open Space to the west, Light Industrial to the north and south, and Community Mixed Use to the east.

The Community Mixed Use land use designation "accommodates a combination of commercial and/or office activities that include a residential component within a self-contained planned development." The applicable uses for this designation include, "retail, education, financial institutions, professional and personal services, offices, residences, and general service activities."

In their application narrative, the applicant has expressed an intention to apply for a zoning designation of Regional Center Mixed Use if the land use designation proposal is successful and subsequently establishing "basic employment and professional and personal services," and the possibility of some multifamily development.

The Comprehensive Plan states that the Community Mixed Use land use designation "should be integrated with main transportation corridors, including public transit and active transportation centers." The subject property is located approximately 330 feet from Dolarway Rd., which is serviced by public transit.

Staff have reviewed the proposal which includes the applicant narrative and also considered the proposal's consistency with the Comprehensive Plan and general development patterns of the area. After consideration staff believe that amending the Future Land Use Map with this revision would be consistent with the Comprehensive Plan's description for Community Mixed Use. The general development pattern of the area is diverse with four different land use designations established within 350 feet of the property. These designations include:

- Light Industrial
- Community Mixed Use
- Parks and Open Space
- Public/Institutional

This unique combination of land use designations within such immediate proximity to each other results in a variety of potential land use designations and zones that could be appropriate for this parcel. Subsequently, staff find that this proposal does not conflict with the general development pattern of the area, or the direction offered by the Comprehensive Plan.

Community Development staff recommend that the Planning Commission recommend approval of this item.

Docket Proposal 24-05.

This docketing request **(Exhibit 1 - Item 24-05)** was submitted by Community Development Staff and proposes a replacement of the Future Land Use Map in the Comprehensive Plan.

This proposal does not include any new changes to the Future Land Use Map. All adjustments to this map are being proposed to reflect multiple changes to future land use designations made in previous annual docket cycles.

At the beginning of 2024 staff performed a review of the City Future Land Use Designation Map and discovered that several revisions that took place in previous docket cycles were not reflected in the current map. Staff worked with the City GIS staff to create a map that reflects all of these changes.

Staff are proposing replacing the existing map with a more accurate and up-to-date map, provided in your review materials.

Community Development staff recommend that the Planning Commission recommend approval of this item.

STAFF RECOMMENDATION: After reviewing the various Comprehensive Plan amendments, staff recommends that the Planning Commission recommend approval of all of the proposed docket amendments as presented.

City of Ellensburg

2024 Annual Docket Cycle

Proposed Amendments:

Item 24-01 – City of Ellensburg Capital Improvement Plan Update

Item 24-02 – Future Land Use / Zoning Conversion Table Amendment

Item 24-03 – Parks and Recreation Tier 1 Project Map Amendment

Item 24-04 – Future Land Use Map Amendment

Item 24-05 – Update to the Comprehensive Plan Future Land Use Map

Submitted by: Jeremy Johnston, City of Ellensburg Planning Manager

APPENDIX A: 6-YEAR CAPITAL IMPROVEMENT PLANS

These 6-Year Capital Improvement Plans are hereby incorporated by reference into the City of Ellensburg Comprehensive Plan as an Appendix to the Capital Facilities and Utilities Chapter. The Capital Improvement Plans will be reviewed and updated annually.

Table 23. Electric Utility Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Electric System Plan						
Plan Update (every 6 years)	150000					
Capitol Projects						
Berry to Bull Rd Tie			$ 200,000			
Canyon Rd I90 Crossing Reconductor (D2-1)			$ 100,000			
Bowers Rd to Reecer Creek Extension (HE-2)					$ 250,000	$ 250,000
Feeder 15 Airport Rd to Bender (HE-1)					$ 150,000	$ 150,000
Mountain View Reconductor (D2-2)		$ 500,000				
Sanders to Alder Tie (HE-3)				$ 80,000		
Sanders to Brick Rd (HE-4)				$ 175,000		
Anderson/Umptanum Rd Tie	$ 150,000					
PSE Customer Annexations - Vantage Hwy	$ 75,000	$ 75,000				
Gateway II	$ 125,000	$ 125,000				
AMI Conversion	$ 1,000,000	$ 2,350,000				
SR97 / Highway 10 Loop	$ 300,000					
Wildcat Street Feeder System				$ 315,000		
Street Lighting Laminated / Fibergalss Pole Replacement/ Misc. Lighting Upgrades	$ 55,317	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Seattle (Willow To Vista View Plat) Extension	$ 75,000					
Rotary Park Solar Expansion and EV Install	$ 650,000					
Radio Road Conversion					$ 180,000	
Substation Improvements						
Sub Land Purchase	$ 225,000					
D1 Dolarway Substation Improvement	$ 3,000,000	$ 1,000,000				
	$ 5,805,317	$ 4,100,000	$ 350,000	$ 620,000	$ 630,000	$ 450,000
Grand total	$					11,955,317

Table 24. Information Technology Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
IT Strategic Plan						
Plan Updates (every 3 years)		$20,000			$20,000	
IT Computer Replacements						
Hardware	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000
Software	$34,000	$34,000	$34,000	$34,000	$34,000	$34,000
Consultant Services	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
IT Enterprise Applications						
Hardware	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Records Management	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
ERP replacement	$55,000	$55,000	$55,000	$55,000	$55,000	$55,000
Software	$185,000	$185,000	$185,000	$185,000	$185,000	$185,000
Consultant Services	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
IT Network Resources						
Hardware	$40,000	$20,000	$20,000	$20,000	$20,000	$20,000
Software	$53,000	$53,000	$53,000	$53,000	$53,000	$53,000
Consultant Services	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000
Off Site Data/DR	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Network Cable Upgrades	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
GIS Strategic Plan						
Plan Updates (every 3 years)	$15,000			$15,000		
GIS Enterprise Applications						
GIS - Asset Management System	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
GIS - Permit, licensing, and Service Applications	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
GIS Network Resources						
Hardware	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Software	$52,000	$52,000	$52,000	$52,000	$52,000	$52,000
Consultant Services	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Total	**$791,000**	**$776,000**	**$756,000**	**$771,000**	**$776,000**	**$756,000**
GRAND TOTAL	**$4,626,000**					

Table 25. Natural Gas Utility Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Gas System Planning & Programs						
System Plan Update (every 6 years)		$120,000				
DIMP Program	$10,000	$15,000	$15,000	$20,000	$20,000	$25,000
PSMS Program	$10,000	$15,000	$15,000	$20,000	$20,000	$25,000
Public Awareness Program	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
System Improvements						
No 6 Road / Vantage Hwy Loop			$600,000			
Misc System Integrity Looping	$40,000	$40,000	$40,000	$50,000	$50,000	$50,000
Vantage Highway (Gateway II)			$350,000			
SR97 / Highway 10 Loop	$500,000					
Pipe Boring under Roads and Creeks	$50,000	$50,000	$50,000	$50,000	$60,000	$60,000
Misc System Improvements	$100,000	$120,000	$120,000	$140,000	$140,000	$140,000
Sustainability Improvements						
Emission Mitigation Equipment	$80,000					
WWTP RNG Station		$100,000				
Leak Detection Equipment Upgrades			$60,000	$80,000		
Tap/Regulator Station Upgrades						
System Telemetry Upgrades		$20,000		$20,000		$25,000
Tap Station Land Acquisition	$120,000					
Kittitas Tap Station Site Improvements			$450,000			
Seattle Gate Station Site Improvements	$20,000					
Cathodic Protection System Improvements						
Anode Bed Replacements			$180,000			
Cathodic Protection (CP) System Study	$90,000					

Cathodic Protection Close Interval Survey	$25,000					
Tap Station CP Interference Testing/Analysis	$15,000		$15,000		$15,000	
Meter/ERT Upgrades/Improvements						
Meter Proving/Refurbish	$20,000	$40,000	$20,000	$50,000	$25,000	$50,000
Meter/ERT Change-Outs	$140,000	$200,000	$200,000	$140,000	$140,000	$140,000
AMI Conversion			$800,000			
Developments						
Misc System Developments	$150,000	$150,000	$200,000	$200,000	$225,000	$225,000
	$1,400,000	$900,000	$3,145,000	$800,000	$725,000	$770,000
Grand total	$7,740,000					

Table 26. Parks and Recreation Capital Improvement Plan

2025-2030 Six Year Capital Improvement Plan - City of Ellensburg Parks & Recreation Department						
Project Description	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Rotary Park Fieldhouse	$ 25,000,000.00					
North Alder Street Park Sprayground	$ 250,000.00					
IRRP Playground			$ 200,000.00			
Kiwanis Park Skatepark Improvements	$ 545,000.00					
Reed Park Improvements	$ 200,000.00	$ 200,000.00	$ 200,000.00			
Community & Aquatic Center				$50,000,000.00		
McElroy Park Improvements				$30,000.00		
Pickleball Court Development (4)		$110,000				
Rotary Park and Trail Development			$ 500,000.00			$ 5,000,000.00
New Park Acquisition					$200,000.00	
Mt. View Park Multi Purpose Court Improvements		$40,000.00				
Mt. View Park Tennis Court Development (8)	$650,000					
Palouse to Cascades Reconnection Trail		$825,000.00	$75,000.00	$200,000.00	$500,000.00	$300,000.00
Yakima River Trail			$750,000.00			
Irene Rinehart Park Improvements						$1,827,000.00
Kleinberg Park Improvements					$17,000.00	
Mt. View Park Improvements						$188,300
Paul Rogers Park Improvements		$118,000.00				
South Main Entry Park Improvements						$20,000
Veterans Memorial Park Improvements					$401,000.00	

West Ellensburg Park Improvements					$432,600.00	
Wipple Park Improvements	$ 50,000.00					
Off Leash Park Phase II		$10,000.00				
TOTALS	$ 26,695,000.00	$1,303,000.00	$1,725,000.00	$50,230,000.00	$1,550,600.00	$7,335,300.00
Grand Total						$ 88,838,900.00

Table 27. Sewer Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Maintenance Issues & Concrete & Clay Pipe Replacement	$150,000	$180,000	$180,000	$200,000	$200,000	$200,000	$2,200,000
Concrete & Clay Pipe Replacement							$4,050,000
Cora Street Pump Removal/Main Extension				$ 1,500,000			
Anderson Road Extension	$1,500,000						
	$ 1,650,000	$ 180,000	$ 180,000	$ 1,700,000	$ 200,000	$ 200,000	$ 6,250,000
Grand Total	$						10,360,000

Table 28. Stormwater Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Effectiveness Monitoring	$ 74,073	$ 92,039	$ -	$ -	$ -	$ -	$ -
University Avenue Gateway Project (Wenas to Whiskey Cr.)	$2,500,000						
Street Tree Inventory and Assessment	$80,000	$0	0	0	0	0	0
Annual Stormwater Project (Varies)	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 750,000
Phase II Levee Reecer Dolarway	$ 1,200,000						
University Avenue Gateway II Project (Vista Rd. to E. CL)	$1,025,000		$ 4,900,000				
	$ 4,954,073	$ 167,039	$ 4,975,000	$ 75,000	$ 75,000	$ 75,000	$ 750,000
Grand Total	$						10,321,112

Table 29. Telecommunications Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Telecom Strategic Plan						
Plan Updates (every 3 years)			$20,000			$20,000
System Improvements						
WWTP Fiber Optic Connection						
Bull Road						
Hardware Refreshment	$125,000	$25,000	$25,000	$100,000	$25,000	$25,000
Outdoor Plant Improvements	$48,000	$48,000	$48,000	$48,000	$48,000	$48,000
Gateway 2 Project	$20,000					
Telecom Connections	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Telecom Infrastructure	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
Line Extensions						
Commercial Customers	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Wireless Improvements						
Community WiFi, Wireless Equipment for DR/Backup or Temporary Svc.	$10,000					
Total	**$283,000**	**$153,000**	**$173,000**	**$228,000**	**$153,000**	**$173,000**
GRAND TOTAL	**$1,163,000**					

Table 30. Transportation Capital Improvement Plan

		REVENUE BY YEAR (thousands)								
			2024*	2025	2026	2027	2028	2029	2030	TOTALS
		ARTERIAL STREET	269	245	108	395	713	395	118	2,243
		REGIONAL STBG	1,167	0	0	0	0	710	750	2,627
		SALES TAX RESERVE	288	107	918	350	1,425	1,155	500	4,743
		FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	127	3,325	0	750	750	250	5,202
		WSDOT SAFETY PROGRAM	0	0	0	4,350	1,700	0	0	6,050
		TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	1,327	886	950	815	1,700	3,475	2,800	11,953
		DISTRESSED COUNTY SALES/USE TAX	34	110	134	0	0	609	0	887
		1/4 CENT REAL ESTATE EXCISE TAX	855	150	334	160	722	354	22	2,597
		MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS	353	0	0	0	0	475	0	828
		DOE FISCAL YEAR WATER QUALITY GRANT	360	515	3,375	0	0	0	0	4,250
		COUNTY LODGING TAX GRANT	0	0	0	0	0	0	67	67
		LOCAL LODGING TAX FUNDS	0	0	0	0	0	0	66	66
		TRANSIT	50	0	0	865	0	0	0	915
		OTHER AGENCY OR CITY DEPARTMENT	1,521	330	900	1,000	500	1,062	300	5,613
		LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	0	4,700	0	4,145	695	8,200	17,740
		TRAFFIC IMPACT FEES	0	606	150	2,632	0	990	1,370	5,748
		NOT FUNDED	0	0	0	0	0	0	0	0
		TOTAL REVENUE	**6,224**	**3,076**	**14,894**	**10,567**	**11,655**	**10,670**	**14,443**	**71,529**

	Funding (S/P)	EXPENDITURES BY YEAR (thousands)	2024*	2025	2026	2027	2028	2029	2030	*Future*	TOTALS
1	S/P	Bridge Inspections	5	5	5	5	5	5	5	*0*	35
2	S/P	Engineering Transfer	15	15	15	15	15	15	15	*0*	105
3	S/P	Signal Optimization	25	25	25	25	25	25	25	*0*	175
4	S/P	Alley Reconstruction (Semi-Annual)	80	0	85	0	90	0	95	*0*	350
5	S	Pfenning Road Shared Use Pathway - 3rd Ave to Palouse to Cascades Trail	526	0	0	0	0	0	0	*0*	526
6	S	Brick Rd Improvements - Radio Rd to McElroy Park Trail	1,540	0	0	0	0	0	0	*0*	1,540
7	S	Pfenning Rd Sidewalk - 240' North of Vantage Hwy to Radio Rd	1,251	0	0	0	0	0	0	*0*	1,251
8	S	Alder St Sidewalk - One Side - 1st Ave to 3rd Ave (Complete Streets)	170	0	0	0	0	0	0	*0*	170
9	S	15th Ave Sidewalk Improvements - Cora St to Columbia St - North Side (Comp St)	360	0	0	0	0	0	0	*0*	360
10	S	University Way Overlay - (BNSF To Cle Elum St)	1,017	0	0	0	0	0	0	*0*	1,017
11	S	5th Ave CBD Paverstone Sidewalk and Street Tree Impr. (N. Side Water to Main)	200	0	0	0	0	0	0	*0*	200
12	S	Mountain View Ave and Bull Rd/Willow St Intersection Enhancements	75	750	0	0	0	0	0	*0*	825
13	S/P	Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction)	450	0	5,450	0	0	0	0	*0*	5,900
14	S	University Way Gateway II - Vista Rd to east City Limits	510	515	5,125	0	0	0	0	*0*	6,150
15	S/P	Capitol Ave Sidewalk Replacement - Main St. to Sampson St.	0	100	0	110	0	130	0	*0*	340
16	P	Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main	0	1,416	0	0	0	0	0	*0*	1,416
17	P	Recon. Trail and Sidewalk Extension - PTC to Bender and Hannah to Whiskey Cr	0	250	2,791	0	0	0	0	*0*	3,041
18	P	Canyon Rd Overlay - Umptanum to Mountain View Ave	0	0	280	0	0	0	0	*0*	280
19	P	Alder St Sidewalk - One Side - 3rd Ave to Craig Ave	0	0	80	0	100	0	0	*0*	180
20	P	1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	0	234	0	0	0	0	*0*	234
21	P	Palouse to Cascades Reconnect Trail - Sanders to Airport	0	0	804	0	0	0	0	*0*	804
22	P	University Way Overlay - Cle Elum St to east City Limits	0	0	0	2,215	0	0	0	*0*	2,215
23	P	Wildcat Way and 18th Intersection Enhancements	0	0	0	756	0	0	0	*0*	755
24	P	Anderson Rd and Umptanum Rd Intersection Enhancements	0	0	0	1,252	0	0	0	*0*	1,252
25	P	University Way and Water Street Intersection Enhancements and Widening	0	0	0	3,270	0	0	0	*0*	3,270
26	P	Mountain View Ave and Ruby St Intersection Enhancements and Widening	0	0	0	2,920	0	0	0	*0*	2,920
27	P	Walnut St and 18th Bike Lane - Dean Nicholson to Alder St	0	0	0	0	150	0	0	*0*	150
28	P	Water St. Overlay - University Way to Helena	0	0	0	0	1,550	0	0	*0*	1,550
29	P	Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave	0	0	0	0	4,300	0	0	*0*	4,300
30	P	Umptanum Shared Use Pathway - Wilson Cr to IRRP	0	0	0	0	2,100	0	0	*0*	2,100
31	P	University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	2,040	0	0	*0*	2,040
32	P	Industrial Way Improvements - LID	0	0	0	0	1,280	0	0	*0*	1,280
33	P	Canyon Rd and Umptanum Rd Intersection Enhancements and Widening	0	0	0	0	0	3,390	0	*0*	3,390
34	P	3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	810	0	*0*	810
35	P	Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.	0	0	0	0	0	1,525	0	*0*	1,525
36	P	Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	1,170	0	*0*	1,170
37	P	City to Canyon Trail - Umptanum Rd to Tjossem Rd	0	0	0	0	0	3,600	0	*0*	3,600
38	P	3rd Ave and Ruby St Intersection Enhancements	0	0	0	0	0	0	890	*0*	890
39	P	Large Scale Wayfinding Implementation Project	0	0	0	0	0	0	133	*0*	133
40	P	14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way	0	0	0	0	0	0	480	*0*	480
41	P	Mountain View Overlay - Canyon to Willow	0	0	0	0	0	0	1,500	*0*	1,500
42	P	Helena Ave Extension - PTC Trail to Dry Cr Rd	0	0	0	0	0	0	4,100	*0*	4,100
43	P	Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)	0	0	0	0	0	0	7,200	*0*	7,200
44	P	Chestnut St and Walnut St Bike and Ped Improvements								*263*	263
45	P	8th Ave LID (University Way to Maple St)								*1,061*	1,061
46	P	Trail Connection - 5th Ave to University Way (near CWU)								*250*	250
47	P	5th and Ruby Intersection Enhancements and Widening								*741*	741
48	P	Anderson/Umptanum/Railroad Ave. Road Widening/Overlay								*7,310*	7,310
49	P	Helena Ave and Walnut St Intersection Enhancements and Widening								*740*	740
50	P	Circle the City Trail - Enterprise Way to Faust Rd								*4,200*	4,200
51	P	Main St Sidewalk Improvements - University Way to 14th Ave								*1,450*	1,450
52	P	Helena Ave and Water St Intersection Enhancements and Widening								*936*	936
53	P	Manitoba Ave and Ruby St Intersection Enhancements and Realignment								*1,332*	1,332
54	P	University Way and Alder St Intersection Enhancements and Widening								*1,558*	1,558
55	P	Currier Creek Pathway - Univ. Way to Reecer Cr Rd to Currier Cr to PTC								*2,750*	2,750
56	P	University Way and Main St Intersection Enhancements and Widening								*3,338*	3,338
57	P	Water St and Bender Rd Intersection Enhancements								*966*	966
58	P	Airport Rd and Bender Rd Intersection Enhancements								*1,008*	1,008
59	P	Capitol Ave and Chestnut St Intersection Enhancements								*672*	672
60	P	Canyon Rd Sidewalk - I90 to Berry Rd to Existing Sidewalk on Berry Rd								*540*	540
61	P	Sanders Rd and Alder St Intersection Enhancements								*665*	665
62	P	Capitol Ave and Willow St Intersection Enhancements								*524*	524
63	P	15th Ave and Cora St Intersection Enhancements								*432*	432
64	P	18th Ave and Alder St Intersection Enhancements								*720*	720

TOTAL EXPENDITURE	**6,224**	**3,076**	**14,894**	**10,568**	**11,655**	**10,670**	**14,443**	***31,456***	**102,985**
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2024))	1,740	1,591	1,466	1,478	1,203	610	335		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER	120	120	120	120	120	120	120		
ARTERIAL STREET FUND ENDING BALANCE	1,591	1,466	1,478	1,203	610	335	337		

Table 31. Waste Water System Capital improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Digester and GBT Building Electrical Upgrades	$ 848,000						
Recirculation Pump Station		$ 275,000					
Boiler Building		$ 40,000					
Aeration	$ 200,000	$ 30,000,000					
New Clarifier		$ 10,000,000					
Rebuild Clarifiers			$ 1,700,000				
Methane Recapture Analysis/Contract	$ 1,040,000						
	$ 2,088,000	$ 40,315,000	$ 1,700,000	$ -	$ -	$ -	$ -
Grand total	$						44,103,000

Table 32. Water System Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Aquifer Storage and Recovery Program	$ 300,000						$ 5,000,000
Craig's Hill Pressure Zone	$ 1,210,000						
Reservoir Siting Study	$ 50,000						
Craig's Hill Reservoir Seismic Study and Retrofit	$ 50,000	$ 180,000					
Pfenning Loop					$ 274,000		
Airport Well 3 and 1824 Zone Connector						$ 160,000	
Memorial Park Main Relocation	$ 50,000						
Walnut Street Main Replacement		$ 286,000					
Seattle Ave. Main Extension	$ 323,000						
24-inch Main Inspection	$ 25,000						
24-inch Valve Rehabilitate	$ 40,000	$ 40,000					
New 1860 Pressure Zone				$2,500,000	$ 1,840,000		
New 4.0 MG 1824 Zone Reservoir				$4,745,000	$ 4,745,000		
Reservoir Corrosion Control Program	$ 230,000						
Permanent On-Site Well Backup Generators		$ 550,000		$ 550,000		$ 550,000	$ 1,200,000
Recoat Reservoirs			$ 825,000				$ 825,000
AMI Conversion			$ 500,000				
Pressure Reducing Valve							$ 81,000
New Well(s)	$ 50,000	$3,000,000	$3,500,000				
Water System Plan Update							$ 300,000
Rotary Park Irrigation	$ 750,000						
Oversizing Fund	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 520
Pipe Replacement Fund	$ 100,000	$ 100,000	$ 110,000	$ 110,000	$ 120,000	$ 120,000	$ 1,320,000
Meter Testing	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 455,000
Pump and Motor Inspection/Repair	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 416,000
	$ 3,308,000	$4,286,000	$5,065,000	$8,035,000	$7,109,000	$ 960,000	$ 9,597,520
Grand Total	$						38,360,520

Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Future Land Use/ Zoning Table Update Docket #: 24-02
OFFICE USE ONLY OFFICE USE ONLY
Date Application Received: 3-29-2024 Received by: Jeremy Johnston

Applicant: Community Development

Name: Jeremy Johnston Daytime Phone: (509)-962-7232
Mailing Address: 501 N Anderson Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: johnstonj@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

• Detailed statement of the proposal and reason for the amendment including proposed language for amendment;

• Anticipated impacts of the change, including the geographic area affected and issues presented;

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;

• How the change would be compliant with the Growth Management Act;

• How the change would be compliant with the Countywide Planning Policies; and

• How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

The City adopted a Future Land Use / Zoning conversion table in 2023. Staff later identified a Future Land Use Designation (Urban Residential) that should have included “Residential Medium” in its list of appropriate zones. This amendment would add this zone to the Urban Residential Future Land Use Designation
category.

Table 7. Future Land Use- Zoning Conversion Table	
Future Land Use	**Zoning Options**
Residential Neighborhood	Residential Suburban (R-S) Residential Low (R-L) Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Commercial Neighborhood (C-N)
Blended Residential Neighborhood	Residential Low (R-L) Residential Medium (R-M) Residential High (R-H) Commercial Neighborhood (C-N)
Urban Neighborhood	Residential High (R-H) Residential Medium (R-M) Residential Office (R-O) Commercial Neighborhood (C-N)
Neighborhood Mixed Use	Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Commercial Neighborhood (C-N)
Community Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Neighborhood Center (NCMU)
	Regional Center Mixed Use (RCMU)
	Commercial Highway (C-H)
Neighborhood Commercial	Commercial Neighborhood (C-N) Residential Office (R-O)
Mixed Business Park	Industrial Light (I-L)
	Commercial Highway (C-H)
	Regional Center Mixed Use (RCMU)
Urban Center	Central Commercial (C-C)
	Central Commercial II (C-CII)
General Commercial and Services	Commercial Highway (C-H)
Light Industrial	Industrial Light (I-L)
Heavy Industrial	Industrial Heavy (I-H)
Industrial Residential	Industrial Light (I-L)
Public Institutional	Public Reserve (P-R)
Open Space (Private)	Public Reserve (P-R)
Parks and Open Space (Public)	Public Reserve (P-R)

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PZ24-029
MAR 26 2024
COMMUNITY DEVELOPMENT
PA-16

Comprehensive Plan Amendment Proposal

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

Application Name: _____ Docket #: _____
OFFICE USE ONLY OFFICE USE ONLY
Date Application Received: _____ Received by: _____

Applicant:

Name: CITY OF ELLENSBURG - BRAD CASE Daytime Phone: (509) 925-8639
Mailing Address: 501 N ANDERSON Fax Number: _____
City/State/Zip: ELLENSBURG, WA 98926 Signature: _____
Professional License No: _____ E-mail: casebecityofellensburg.org

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

SEE ATTACHED

PZ4-029

The amendment being proposed is to update the City Trail Map showing the extension of the Gateway path from University Way to the Palouse Cascades State Park Trail (PTC). This new section of trail measures approximately .84 miles long and after crossing University Way, will meander through two properties currently under private ownership, to the PTC, just east of where the trail crosses Reecer Creek Road.

This new trail section will connect existing and future residential developments to the central business district, parks & recreation facilities via a non-motorized pathway. The benefits of non-motorized trails include a reduction in car emissions, reduced stress on city infrastructure, and health benefits to name a few. Through the previous planning efforts, the city has created a variety of trail systems and corridors throughout our community, this includes the Yakima River Trail, the Palouse to Cascades Trail Reconnection Route, and Circle the City.

The 2016-22 City of Ellensburg Park, Recreation, and Open Space Plan identifies trail activities as the most desired types of recreation activities. Given time, money and transportation considerations, walking and biking for pleasure were the top two activities chosen by respondents. The plan also identifies new trails as the top priority if funding were available. Prioritizing a citywide trail system was the top ranked option according to questionnaire outcomes.

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MAR 26 2024
COMMUNITY DEVELOPMENT

P24-029

RECEIVED

MAR 26 2024

COMMUNITY DEVELOPMENT

Proposed trail shown in red.

Existing Gateway Trail shown in yellow.

RECEIVED 03/06/2024
COMMUNITY
DEVELOPMENT
P24-020

Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: _____ **Docket #:** _____
OFFICE USE ONLY **OFFICE USE ONLY**

Date Application Received: 03/06/2024 **Received by:** Kathy Boots

Applicant:

Name: Haley Schmidlin Daytime Phone: (509) 607-4592
Mailing Address: 902 North Enterprise Way Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: hschmidlin@eastsidevocational.com

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: Quentin Batjer Daytime Phone: (509) 662-3551
Mailing Address: 617 Washington Street Fax Number: (509) 662-9074
City/State/Zip: Wenatchee, Washington 98801 E-mail: quentin@dadkp.com
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

• Detailed statement of the proposal and reason for the amendment including proposed language for amendment;

• Anticipated impacts of the change, including the geographic area affected and issues presented;

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;

• How the change would be compliant with the Growth Management Act;

• How the change would be compliant with the Countywide Planning Policies; and

• How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

See Attached.

RECEIVED 03/06/2024
COMMUNITY
DEVELOPMENT
P24-020

Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, WA 98801
(509) 662-3551
quentin@dadkp.com

Statement of Eastside Vocational Services, Inc. in support of Amendment to Ellensburg Comprehensive Plan

Detailed Statement of Proposal and Reason for Amendment.

TAJ, LLC dba Eastside Vocational Services, Inc. owns Kittitas County Parcel #954442, commonly known as 902 N. Enterprise Way, Ellensburg, Washington 98926 (the "Property") (See Exhibit 1, attached hereto). The Property is within city limits for the City of Ellensburg (the "City"), currently designated in the Dolarway Industrial Corridor, and is zoned for light industrial (I-L) use.

Applicant desires to amend the Ellensburg Comprehensive Plan (the "Plan") so that the Property may be designated as a Community Mixed Use and would then apply for re-zoning as a Regional Center Mixed Use ("RCMU"). To this end, Applicant plans to apply to the City to re-zone the Property as RCMU contemporaneously with the Plan amendment. The Applicant desires to develop the Property consistent with parameters allowable for the RCMU zone and further the City's goals for Community Mixed Use development as set forth under the Plan.

Specifically, Applicant requests that the Plan be amended so that the Property is designated as Community Mixed Use under the Plan. There is no proposed language for the amendment, because the amendment solely pertains to a change to the Future Land Use Map. See Plan, Chapter 1, Fig. 2.

Anticipated Impacts of Change.

There are minimal anticipated impacts of this change, because future plans for the Property are to lease office space to small local businesses to provide commercial services to citizens of Ellensburg. Previous use that is more industrial in nature has ceased and will not occur on-site going forward, because the former tenant is no longer in business.

The change in designation for the Property is consistent with Community Mixed Use designation in that activities will continue to be basic employment and professional and personal services necessary for a vibrant community. It intends to draw from the community as a whole for the employee and customer base typical of this designation.

This change is consistent with Goal LU-1, Policy B of the Plan (fostering compatibility of development with the character of surrounding areas.

Existing Criteria for Light Industrial Use No Longer Applies.

The current criteria for the Light Industrial designation are not as applicable compared to Community Mixed Use criteria. The shop space located on the Property was formerly utilized by a tenant who is no

longer in business, and the space will not be utilized for any industrial purpose going forward. Instead, the Property will provide small businesses with a location to base their operations, enhancing economic development of the area and the City, as well as providing significant employment opportunities and services to the citizens of the City. The future success of commercial development could also eventually form a basis for multifamily housing opportunities as well.

The proposed amendment is consistent with Goal LU-2 of the Plan in that it establishes land use patterns that promote easy access to goods, service, education and employment. Moreover, Policy A seeks to Dolarway Road to ensure land use designations are consistent with overall development strategies. Here, the adjacent parcel to the Property is designated as Mixed Use/RCMU.

Proposed Change Complies with the GMA and Countywide Planning Policies.

Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Plan one time each year. Ellensburg City Code 15.250.090 specifies the formal Comprehensive Plan update process, which allows for amendments to be proposed by any member of the community, City Council member, City Board or Commission, or City staff.

The amendment is consistent with the GMA in multiple ways. Most notably, it encourages development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. RCW 36.70A.020). It also encourages economic development, helps reduce low-density development and promotes residential densities and housing stock. *Id.*

Plans Supporting the Change.

The requested designation is proper, because the RCMU is intended to provide for a "broad mix of uses that offer a variety of commercial and employment opportunities and medium to high density multifamily housing." Applicant intends to rent the building's office space and does not intend to do any remodeling to the Property on the basis of this request.

The requested designation and future zone will also give the applicant the ability to mix in multifamily housing opportunities that could be available to city residents if there is additional commercial business development, meeting the City's growing need to accommodate expansion of affordable housing, and to provide accessible commercial services for residents. The Property is ideally located near a main transportation corridor. The Property is already poised for development consistent with the requested zoning designation.

Kittitas County COMPAS Map

Date: 3/4/2024

1 inch equals 376 feet

0 0.02 0.04 0.09 mi

Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

N POTT RD
N ENTERPRISE WAY
1911
1901
1907
1821
1820
1900
1003
1004
1002
908
905
807
1607
1515
1511
1501
1500

Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Future Land Use Map Update Docket #: 24-05
OFFICE USE ONLY OFFICE USE ONLY
Date Application Received: 3-29-2024 Received by: Jeremy Johnston

Applicant: Community Development

Name: Jeremy Johnston Daytime Phone: (509)-962-7232
Mailing Address: 501 N Anderson Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: johnstonj@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

• Detailed statement of the proposal and reason for the amendment including proposed language for amendment;

• Anticipated impacts of the change, including the geographic area affected and issues presented;

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;

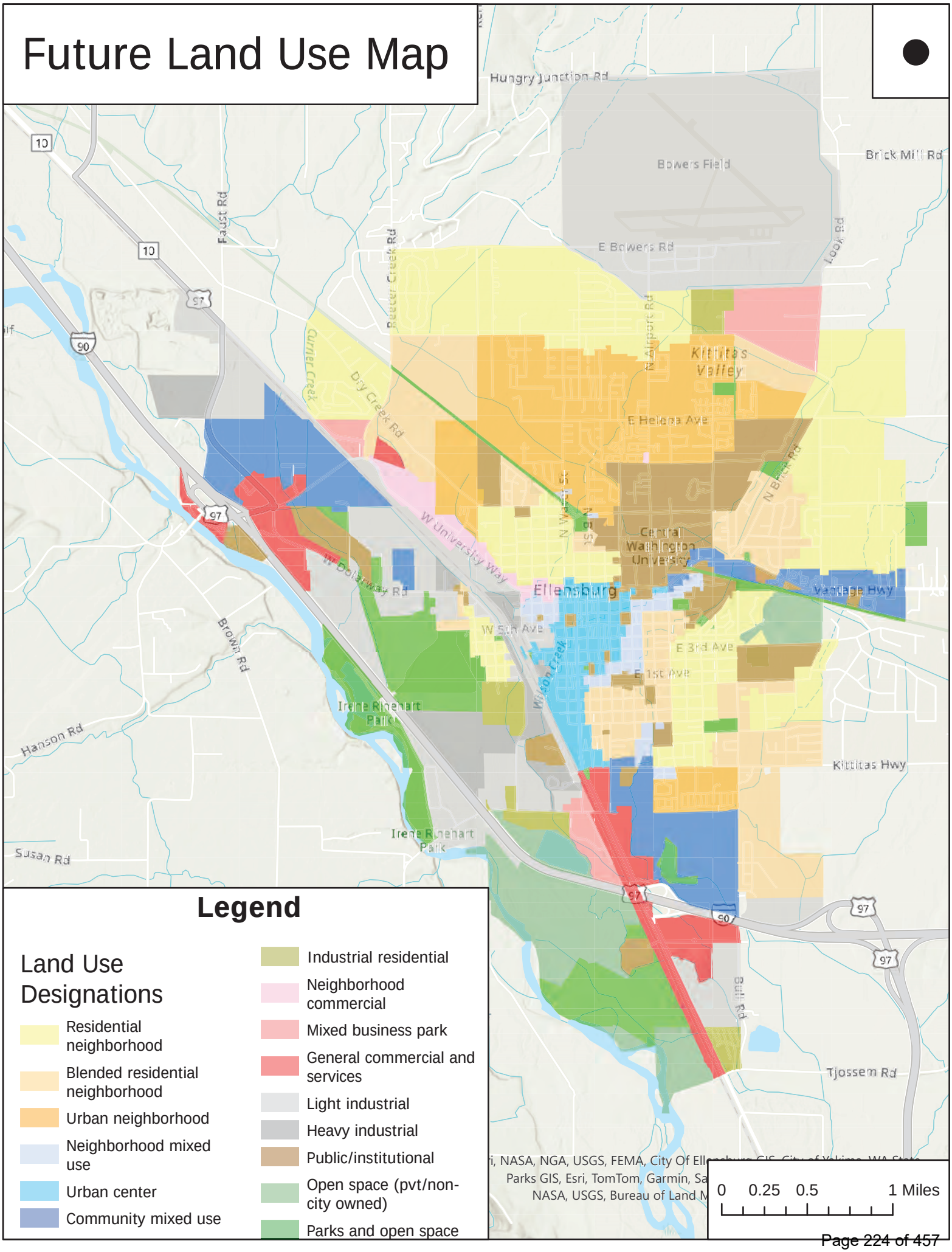
• How the change would be compliant with the Growth Management Act;

• How the change would be compliant with the Countywide Planning Policies; and

• How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

The City Future Land Use Map is out of date and includes many inaccuracies. Community Development proposes amending this map to reflect an accurate representation of the current Future Land Use.

Future Land Use Map



Legend

Land Use Designations

- Residential neighborhood
- Blended residential neighborhood
- Urban neighborhood
- Neighborhood mixed use
- Urban center
- Community mixed use
- Industrial residential
- Neighborhood commercial
- Mixed business park
- General commercial and services
- Light industrial
- Heavy industrial
- Public/institutional
- Open space (pvt/non-city owned)
- Parks and open space

Exhibit 6.2

ADVERTISING PROOF

401 N Main St,
Ellensburg,WA 98926
Ph. (509) 204-8236 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/06/24	50080

CITY OF ELLENSBURG-CITY CLERK
501 N. ANDERSON
ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
545396	NPH: 2024 COMP PLAN	08/08/24	08/08/24	2	$168.40

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:**$168.40**
Paid Amount:**$0.00**

Amount Due:**$168.40**

We Appreciate Your Business!

545396

AD# 545396AD#

NOTICE OF PUBLIC HEARING
CITY OF ELLENSBURG
2024 COMPREHENSIVE PLAN AMENDMENTS

Notice is hereby given that the City of Ellensburg Planning Commission will hold a public hearing on Thursday, September 12, 2024, at 5:45 p.m. to consider five proposed 2024 amendments to the City of Ellensburg Comprehensive Plan. The Planning Commission will provide a recommendation to the City Council for each proposed item.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects.

Written Comments from interested persons will be accepted by USPS Mail or email to johnstonj@ellensburgwa.gov up until 5:00 p.m. on September 12, 2024

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

Staff contact: Jeremy Johnston, Community Development Planning Manager

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the hybrid meeting by contacting Staff no later than **4:00 pm on Thursday, September 12, 2024**. An email link, or phone number will be provided which will allow for electronic participation in the public hearing.

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.

PUBLISH: Daily Record: AUGUST 8, 2024/
LEGAL #: 545396

RECEIVED
MAR 12 2024
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
N: ANNUAL CPAPASDC 2024

is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 4 consecutive week(s), commencing on the following days.

01/02/24, 01/16/24, 02/06/24, 03/07/24

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 $446.98 the rate of $13.75 per column inch for each insertion.

August Rose Gallo

Subscribed to me this date: 03/07/24

BRITTANY GONZALES
Notary Public
State of Washington
Commission # 22011993
My Comm. Expires Mar 12, 2026

Brittany Gonzales

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

Signed Name

462485

Legals Legals

Public Notice
Kittitas County, Ellensburg WA

KITTITAS COUNTY

LIBERTY ROAD SWAUK CREEK BRIDGE REPLACEMENT

KITTITAS COUNTY

ELLENSBURG, WASHINGTON

Sealed bids will be received by Kittitas County Public Works, at the reception desk located at 411 North Ruby Street, Suite 1, Ellensburg, Washington until **10:00 AM on Thursday March 14, 2024,** and will then and there be opened and publicly read for the construction of the Liberty Road Swauk Creek Bridge Replacement Project # RC2193-FL.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, 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 contact and furnish satisfactory performance and payment bonds within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Kittitas County Public Works.

The right is reserved to reject any and all bids and to waiver informalities in the bidding.

Complete digital project bidding documents, including plans and specifications, are available at www.questcdn.com. You may download the digital plan documents for $22 by inputing Quest project #8948765 on the websites Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Informational copies of maps, plans and specifications are on file for inspection at the Kittitas County Public Works, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926.

The Kittitas County in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 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.

This project has a 14% DBE Goal, and 400 Training Hours goal.

The improvement for which bids will be received is described below:

The work to be performed within 95 working days from the date of Notice to Proceed consists of furnishing all materials, equipment, tools, labor, and other work or items incidental thereto for:

The improvement of Liberty Road over Swauk Creek, including the replacement of the existing bridge, guardrail, shoulders, utility relocation, channelization, permanent signage, installation and removal of a temporary detour, additional site grading, roadway paving and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Engineer's estimated range for the project is $2,800,000.00 - $3,200,000.00.

Specifications may be seen at the office of the Board of Commissioners and online at http://www.co.kittitas.wa.us/notices/.

Julie Kjorsvik
Clerk of the Board

PUBLISH: Daily Record: February 22 & 29, March 7, 2024 / LEGAL #: 482777

NOTICE OF DECISION

Project Name (File Number): Teanaway Ridge (RU-23-00001)

Applicant: Teanaway Ridge, LLC

Location: The subject property is parcels # 346534 & 19132 on WA State Route 10, southeast of the intersection of WA State Route 10 & WA State Route 970 by 0.2 miles in Cle Elum, WA, bearing Assessor's Map number 19-16-04020-0002 & 19-16-04050-0401 in Kittitas County.

Notice is hereby given that on March 7, 2024, conditional approval was granted to Teanaway Ridge, LLC (landowner) for a reasonable use exception application to offer a full-service Campground/RV park for overnight accommodations not to exceed a 14 night stay.

Related filed documents may be examined at Kittitas County Community Development Services (CDS), 411 N. Ruby St, Suite 2, Ellensburg, WA 98926 during normal business hours. Phone: (509) 962-7506 or found on the CDS website at https://www.co.kittitas.wa.us/cds/landuse/default.aspx then navigate to "Reasonable Use" & "RU-23-00001 Teanaway Ridge".

Kittitas County Code (Chapter 15A.07.010) stipulates that an appeal of this administrative land use decision must be filed within 10 (ten) working days by submitting specific factual objections and a fee of $1670 to Kittitas County. The appeal deadline for this project is **March 21, 2024, at 5:00p.m.** Appeals shall be submitted to Kittitas County Community Development Services at 411 N Ruby St, Suite 2, Ellensburg, WA 98926.

Designated Permit Coordinator (Staff Planner): Bradley Gasewski: (509) 962-7539; email at bradley.gasewski@co.kittitas.wa.us

Notice of Decision: March 7, 2024
Notice of Application: November 14, 2023
Application Received: October 20, 2023
Application Complete: November 9, 2023

PUBLISH: Daily Record: March 7, 2024 / LEGAL# 489044

Legals Legals

NOTICE OF APPLICATION

Project Name (File Number): 4G Farms (SP-24-00001)

Applicant: 4G Farms, LLC

Location: One Tax Parcel (#955640), located approximately 1.4 miles East of Ellensburg, WA, in Section 32, T. 18 N., Range 19 E., W.M.; Kittitas County parcel map number 18-19-32068-0002, with a land use designation of Rural Working and a zoning designation of Agriculture-20.

Proposal: The applicants are proposing a 2-lot short plat resulting in one (1) 3.98-acre lot and one (1) 7.30-acre lot, utilizing the "New Small Lots Around Existing Residences" section of Kittitas County Code 16.12.040.1.

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 Plats - 2018 and Forward - Preliminary" & "SP-24-00001 4G Farms" 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 20, 2024,** Under Title 16.32, 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): Zach Torrance-Smith: (509) 962-7079; email at zach.torrance-smith@co.kittitas.wa.us.

Notice of Application: Wednesday, March 6, 2024
Application Received: Friday, February 9, 2024
Application Complete: Monday, March 4, 2024

PUBLISH: Daily Record: March 7, 2024 / LEGAL #488774

NOTICE OF ANNUAL COMPREHENSIVE PLAN AMENDMENT PROCESS AND SUBMITTAL DEADLINE CHANGE IN 2024

The City of Ellensburg is currently accepting Comprehensive Plan amendments for the 2024 annual docket cycle. The City's Comprehensive Plan was adopted in 1995, with major updates in 2007 and 2017.

The Comprehensive Plan is the City's 20-year plan for guiding future growth and development by articulating the community's vision and reflecting the community's values. In 2023, The City of Ellensburg adopted Ordinance 4929 establishing a new submittal date for annual docket proposals.

Proposals to amend the Comprehensive Plan may be submitted by any member of the public as well as any member of a City Board or Commission, member of City Council, or City staff. **In order to be considered for docketing during the 2024 amendment cycle, proposals must be submitted by March 29, 2024, at 5pm.** Applications submitted after this date will be scheduled for the 2025 annual docket cycle.

City Council will consider all proposed amendments at its regular meeting on July 15, 2024, at 7:00 pm. At this meeting the City Council will determine which proposed amendments are appropriate and ready for consideration during the 2024 annual amendment process.

Please submit proposals in writing to the Community Development Department, 501 North Anderson Street, Ellensburg OR via email to permits@ci.ellensburg.wa.us. Application forms are located in the Community Development Department or on the city's website under the community Development tab **https://ci.ellensburg.wa.us/DocumentCenter/View/12420/Comp-Plan-Amendment-Form?bidId=**

PUBLISH: Daily Record: January 2, 16 & February 6, & March 7, 2024 / LEGAL #: 482485

NOTICE OF DECISION

Atlas Tower ACU Appeal
ACU-23-00003

Pursuant to RCW 36.70B.130 and KCC 15A.06, notice is hereby given that on March 4, 2024, the Kittitas County Hearings Examiner affirmed the Atlas Administrative Conditional Use decision issued by Kittitas County on October 26, 2023.

Copies of the Kittitas County Hearings Examiner's decision and related file documents may be examined at Kittitas County Community Development Services, 411 N. Ruby Suite 2, Ellensburg, WA 98926, or on the Kittitas County website: http://www.co.kittitas.wa.us/cds/landuse/default.aspx and navigating to "Administrative Conditional Use", "View Active Applications", and then "ACU-23-00003 Atlas".

Issuance of this land use decision may be appealed by parties with standing, by filing a land use petition (LUPA) in Superior Court and serving said petition on all required parties pursuant to RCW 36.70C and KCC 15A.08, within twenty-one days of the publication issuance of this land use decision including three days after the decision is mailed (March 7). The last day to file a LUPA is **April 1, 2024.**

If you have any questions, please do not hesitate to contact our office at (509) 962-7506.

PUBLISH: Daily Record: March 7 & 14 2024 / LEGAL# 489780

Legals Legals

City of Ellensburg Notice to Consultants for Real Property Acquisition

The City of Ellensburg solicits interest from consulting firms to assist the City of Ellensburg through the process of acquiring real properties to be used as a future water system reservoir site and a future electrical substation.

The City of Ellensburg reserves the right to amend terms of this "Request for Qualifications" (RFQ), to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses.

PROJECT DESCRIPTION
The work to be performed by the Consultant consists of land acquisition support services, including, but not limited to completing an appraisal, review appraisal, negotiations, and closing of two large parcels for the City to purchase or acquire permanent utility easements. The Consultant shall follow the real property acquisition policy in the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended by 42 U.S.C. 4651-4655. The properties of interest are currently vacant and zoned as General Commercial/Light Industrial or Agriculture. The Consultant will work with the City to develop the parameters for negotiations. The Consultant will lead these negotiations between the City and property owners. The City would, ideally, be able to close on the property by the end of this calendar year.

TIMEFRAME
The City of Ellensburg anticipates the completion of the project according to the following timeline:

- Consultant agreement executed by April 12, 2024
- Appraisal and Market Analysis by June 30, 2024
- Negotiations in Summer/Fall 2024
- Property acquisition complete by the end of 2024

SUBMITTALS/EVALUATION CRITERIA
Submittals should include the following information: Firm name, phone and fax numbers, Name of Principal-in-Charge and Project Manager, any subconsultants proposed, along with their respective Project Manager.

Submittals will be evaluated and ranked based on the following criteria:

1) Qualification of Proposed Project Manager
2) Qualifications/Expertise of Firm
3) Ability to meet schedule
4) Approach to project
5) Familiarity with WSDOT/FHWA standards
6) Past Performance/Reference

Please submit three copies of your Statement of Qualifications by 3:00 PM on Thursday, March 14, 2024, plainly labeled "SOQ for Real Property Acquisition Services" to: City of Ellensburg Department of Public Works & Utilities, 501 N. Anderson St. Ellensburg, WA 98926. No submittals will be accepted after that time. Any questions regarding this project should be directed to Austin Nickerson at the Department of Public Works & Utilities, nickersonaj@ellensburg.wa.us or 509-925-8631.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION
The City of Ellensburg in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Lisa Young at youngl@ci.ellensburg.wa.us or by calling 509-962-7222.

TITLE VI STATEMENT
The City of Ellensburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that 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

PUBLISH: Seattle Daily Journal of Commerce: February 29 & March 7, 2024

PUBLISH: Daily Record: February 29 & March 7, 2024 / LEGAL #: 484536

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

State Environmental Policy Act (SEPA)
PRELIMINARY DETERMINATION OF NON-SIGNIFICANCE (DNS)

Proponent: City of Ellensburg Community Development Department

Location: Ellensburg City Limits and the Urban Growth Area

Description: This SEPA Checklist is a part of the City of Ellensburg's annual comprehensive plan amendment process. The City is proposing five amendments to the Comprehensive Plan, which have been docketed by City Council for the 2024 year. A complete listing and description of the proposed amendments can be found in the SEPA Checklist and Attachment A, as submitted by the applicant.

Lead Agency: City of Ellensburg **File #:** P24-071

The lead agency for this proposal has determined that the proposed adoption of this action plan will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after reviewing a completed Environmental Checklist and other information on file with the lead agency. This information is available to the public upon request.

This Preliminary Determination of Non-Significance (DNS) is issued under WAC 197-11-340(2); The lead agency will not act on this proposal for 21 days from the date of issuance. The lead agency will not act on this proposal for 21 days from the date below. Agencies, tribes, and the public are encouraged to review and comment on the proposal. If you have any comments on the proposed project and/or the SEPA Checklist, please submit them to our department by mail or email by **5:00 pm on Thursday, August 29, 2024.**

Questions and comments may be submitted by 5:00 p.m. on Thursday, August 29, 2024, to: Jeremy Johnston, Planning Manager- City of Ellensburg. johnstonj@ci.ellensburg.wa.us, 509-962-7232.

Responsible Official: Jeremy Johnston
Title: Community Development Planning Manager
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

ADVERTISING PROOF

401 N Main St,
Ellensburg,WA 98926
Ph. (509) 204-8236 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/06/24	50080

CITY OF ELLENSBURG-CITY CLERK
501 N. ANDERSON
ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
545392	N: SEPA DNS ANNUAL D	08/08/24	08/08/24	2	$263.91

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$263.91**
Paid Amount:**$0.00**

Amount Due:**$263.91**

We Appreciate Your Business!

545392

NOTICE OF SEPA ACTION
City of Ellensburg 2024 Annual Docket Cycle
SEPA Environmental Review
DETERMINATION OF NON-SIGNIFICANCE (DNS)

Notice is hereby given that the City of Ellensburg has issued a Determination of Non-Significance for the proposed 2024 Annual Docket Amendments.

Date of application: August 8, 2024
Comments due date: August 29, 2024

Project Description: Case # P24-071; A non-project SEPA Environmental Checklist submitted by Jeremy Johnston, City of Ellensburg. This SEPA Checklist review is a part of the City of Ellensburg's annual comprehensive plan amendment process. The City is proposing five amendments to the Comprehensive Plan, which have been docketed by City Council for the 2024 year. A complete listing and description of the proposed amendments can be found in the SEPA Checklist and Attachment A, as submitted by the applicant.

Project Location: Ellensburg city limits and the Urban Growth Area

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/658/SEPA-State-Environmental-Policy-Act. Documents available include the SEPA Checklist, Attachment A.

Written Comments: The public is encouraged to review and comment on the proposed project. **Written comments must be received via email, or postmarked, by 5:00 pm on Thursday, August 29, 2024**.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926

Staff contact: Jeremy Johnston, Planning Manager. Email: johnstonj@ci.ellensburg.wa.us

Environmental Review (SEPA): The lead agency for this proposal has determined that the proposed adoption of the listed amendments will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Non-Significance (DNS) is issued under WAC 197-11-340(2); The lead agency will not act on this proposal for 21 days from the date of issuance. Agencies, tribes, and the public are encouraged to review and comment on the proposal. If you have any comments on the proposed project and/or the SEPA Checklist, please submit them to our department by mail or email by 5:00 pm on Thursday, August 29, 2024.

PUBLISH: Daily Record: AUGUST 8, 2024/
LEGAL #: 545392

Jeremy Johnston

From: Jonathan Suttles <suttles@fairpoint.net>
Sent: Thursday, August 29, 2024 3:18 PM
To: Jeremy Johnston
Subject: [Ext] Comments regarding Project P24-029

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

Dear Mr. Johnston,

As frequent users of the PTC, we are eager to know more about the proposed City Trail extension from University Way to the PTC. In theory it sounds like a good idea. However, we have a few concerns regarding the potential location of the proposed trail. They are listed below:

First, we live at 1509 Dry Creek Rd - the proposed trail passes approximately 20 yards from the east side of our property (our backyard) & then angles to the the northeast corner of our property, where we have a small barn & garden, as it continues northward. We believe the proposed trail location is too close to our property and has the potential for a loss of privacy as well as added noise & litter. As an alternative we would like to suggest that the trail proceed up the abandoned Old Reecer Creek Rd located on the west side of our property where it won't be so close to our home and backyard and then proceed across the property just south of Whiskey Creek and finally tie into the PTC. The abandoned road has been a problematic area for years with people squatting in the area, people dumping trash at the north end of the road and people "partying" on the road with drugs and alcohol. We have called law enforcement many times over incidents occurring on the abandoned road. Frankly to have Parks & Rec take over that area, get it cleaned up and have people use it to access the PTC would be a dream come true.

Second, at the NE corner of our property is where we receive our irrigation water from the Ellensburg Water Company; State law allows us to receive our irrigation water without obstruction or interference so any proposed trail crossing over our irrigation ditch will need to address this concern. As noted above, should the proposed trail proceed up Old Reecer Creek Road on the west side of our property, that completely eliminates any irrigation water concerns on our part.

Finally, Dry Creek Road has become increasingly busy with regard to traffic and will only continue to do so with increased development in the area. Where the trail is currently proposed, there is a slight bend in the road as one travels east & at the bottom of a small hill as one travels west which we believe results in a potentially unsafe road crossing for trail users. On a map it may not appear to be that significant but after living at this property for 29 years, we can testify that sometimes just getting out of our driveway can be hazardous because of the lay-of-the land and how traffic moves down the road. Once again, having the trail proceed up the abandoned Old Reecer Creek Road diminishes the safety risk of crossing Dry Creek Rd since it would provide a more direct line of sight when traveling from both directions.

We appreciate the opportunity to provide our comments on this proposal and ask that the City of Ellensburg, Planning Commission and City Council take them under consideration.

Respectfully and with regards,
Nancy & Jonathan Suttles

Department of Commerce

THANK YOU

We have received your amendment submission. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2024-S-7331

Submittal Date Time: 08/08/2024

Submittal Information

Jurisdiction	City of Ellensburg
Submittal Type	60-day Notice of Intent to Adopt Amendment
Amendment Type	Comprehensive Plan Amendment

Amendment Information

Brief Description
The City of Ellensburg is initiating its annual docket cycle. The 2024 annual docket cycle includes 5 proposed amendments:
I

☐ **Yes, this is a part of the 10-year periodic update schedule, required under RCW 36.70A.130.**

Anticipated/Proposed Date of Adoption 11/18/2024

Categories

Submittal Category
Comprehensive Plan

Attachments

Attachment Type	File Name	Upload Date
SEPA Materials	P24-071 SEPA CHECKLIST.pdf	08/08/2024 08:13 AM
Comprehensive Plan Amendment - Draft	Attachment A - 2024 Docket Cycle Combined Exhibits.pdf	08/08/2024 08:13 AM

Contact Information

Prefix	Mr.
First Name	Jeremy
Last Name	Johnston
Title	Planning Manager

Work	(509) 962-7232
Cell	
Email	johnstonj@ci.ellensburg.wa.us

☐ **Yes, I would like to be contacted for Technical Assistance.**

Certification

■ **I certify that I am authorized to submit this Amendment for the Jurisdiction identified in this Submittal and all information provided is true and accurate to the best of my knowledge.**

Full Name	Jeremy Johnston
Email	johnstonj@ci.ellensburg.wa.us

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525* • *Olympia, Washington 98504-2525* • *(360) 725-4000*
www.commerce.wa.gov

08/12/2024

Mr. Jeremy Johnston
Planning Manager
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926

Sent Via Electronic Mail

Re: City of Ellensburg--2024-S-7331--60-day Notice of Intent to Adopt Amendment

Dear Mr. Johnston:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

The City of Ellensburg is initiating its annual docket cycle. The 2024 annual docket cycle includes 5 proposed amendments:
I

We received your submittal on 08/08/2024 and processed it with the Submittal ID 2024-S-7331. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 10/07/2024.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Deanah Watson, (509) 290-4754.

Sincerely,

Review Team
Growth Management Services

NOTICE OF SEPA ACTION
City of Ellensburg 2024 Annual Docket Cycle
SEPA Environmental Review
DETERMINATION OF NON-SIGNIFICANCE (DNS)

Notice is hereby given that the City of Ellensburg has issued a Determination of Non-Significance for the proposed 2024 Annual Docket Amendments.

Date of application: August 8, 2024
Comments due date: August 29, 2024

Project Description: Case # P24-071; A non-project SEPA Environmental Checklist submitted by Jeremy Johnston, City of Ellensburg. This SEPA Checklist review is a part of the City of Ellensburg's annual comprehensive plan amendment process. The City is proposing five amendments to the Comprehensive Plan, which have been docketed by City Council for the 2024 year. A complete listing and description of the proposed amendments can be found in the SEPA Checklist and Attachment A, as submitted by the applicant.

Project Location: Ellensburg city limits and the Urban Growth Area

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/658/SEPA-State-Environmental-Policy-Act. Documents available include the SEPA Checklist, Attachment A.

Written Comments: The public is encouraged to review and comment on the proposed project. **Written comments must be received via email, or postmarked, by 5:00 pm on Thursday, August 29, 2024.**

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926

Staff contact: Jeremy Johnston, Planning Manager. Email: johnstonj@ci.ellensburg.wa.us

Environmental Review (SEPA): The lead agency for this proposal has determined that the proposed adoption of the listed amendments will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist and other information on file with the lead agency. This information is available to the public upon request.

This Preliminary Determination of Non-Significance (DNS) is issued under WAC 197-11-340(2); The lead agency will not act on this proposal for 21 days from the date of issuance. Agencies, tribes, and the public are encouraged to review and comment on the proposal. If you have any comments on the proposed project and/or the SEPA Checklist, please submit them to our department by mail or email by 5:00 pm on Thursday, August 29, 2024.

If you are receiving this notice, it is because a proposal (Item 24-03) may have an impact on your parcel(s). This item proposes a pedestrian trail connection from University Way to the Palouse to Cascade Trail. Approval of this item would formalize an intention of the Parks and Recreation Department to create a trail connection in this general area, but a future trail may not precisely reflect the location indicated.

Community Development has scheduled a Public Hearing with the Planning Commission at City Hall on September 12, 2024, at 5:45pm to hear the proposed docket items. The Planning Commission will make a recommendation to City Council for each proposed item. You are encouraged to attend and/or provide formal comment during the SEPA review, as indicated in the notice above.

Ramiro Arroyo
391 Gold Buckle LN
Ellensburg, WA 98926-6007

St James Group LLC
21710 Stevens Creek BLVD STE 200
Cupertino, CA 95014-1174

Fabian Kuchin
1404 Dry Creek Rd
Ellensburg, WA 98926-9439

Jonathan Suttles
1509 Dry Creek Rd
Ellensburg, WA 98926

P24-071

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to the addressee(s) the original document(s) by U.S. Mail.
I certify under penalty of perjury under the laws of the State of WA that the forgoing is true and correct.

Date 8/8/24 Signed Kathy Boots

ADVERTISING PROOF

401 N Main St,
Ellensburg,WA 98926
Ph. (509) 204-8236 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
09/12/24	50080

CITY OF ELLENSBURG-CITY CLERK
501 N. ANDERSON
ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
557979	NPH: 2024 COMP PLAN	09/14/24	09/14/24	2	$195.16

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$195.16**
Paid Amount:**$0.00**

Amount Due:**$195.16**

We Appreciate Your Business!

557979

NOTICE OF PUBLIC HEARING
CITY OF ELLENSBURG
2024 COMPREHENSIVE PLAN AMENDMENTS

Notice is hereby given that the Ellensburg City Council will hold public hearings on Monday, October 7, 2024, and Monday, November 18, 2024, both at 7:00 p.m. to consider the proposed 2024 amendments to the City of Ellensburg Comprehensive Plan. These meetings will be held both in-person in the Council Chambers AND virtually via Zoom. During the City Council meeting held on July 17, 2023, the City Council docketed 5 proposed amendments for consideration.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects, or by requesting a copy from the Community Development office.

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on October 7, 2024 by sending them to Jeremy Johnston, Community Development Planning Manager at johnstonj@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meetings by contacting Staff no later than 5:00 pm on **Monday, October 7, 2024 or for the second meeting by Monday, November 18, 2024.** An email link or phone number will be provided which will allow for electronic participation in the public hearings. A link will also be made available in the City Council agenda packet.

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. A “Request for Accommodation” form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH: Daily Record: September 14, 2024/
LEGAL #: 557979

ORDINANCE NO. 4946

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING THE COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 4785 AND SET OUT IN CHAPTER 15.120 OF THE ELLENSBURG CITY CODE.

WHEREAS, as one of the cities in Kittitas County, the City of Ellensburg is required to adopt and regularly update a comprehensive plan pursuant to the Washington State Growth Management Act (GMA); and

WHEREAS, the City Council adopted Ordinance No. 4785, "Imagine Ellensburg 2037," as the official Comprehensive Plan for the City of Ellensburg, which was last amended by Ordinance No. 4926; and

WHEREAS, under the GMA and pursuant to Section 15.250.090 of the Ellensburg City Code, the City is authorized to amend its Comprehensive Plan on an annual basis; and

WHEREAS, the City Council adopted Resolution 1997-10 and Ordinance No. 4116 as last amended by Ordinance No. 4929, establishing a policy and procedure for the annual review of proposals to amend the Comprehensive Plan, which are codified in Ellensburg City Code 15.250.090(D); and

WHEREAS, on July 15, 2024 the City Council reviewed all of the proposed Comprehensive Plan amendments for the 2024 annual amendment cycle and moved to docket proposed amendments 24-01, 24-02, 24-03, 24-04, and 24-05, and then forwarded the docketed amendments to the SEPA Responsible Official for SEPA review and to the Planning Commission for review and recommendation; and

WHEREAS, on August 8, 2024 the City Community Development Department provided the required 60-Day Notice of Intent to Adopt Comprehensive Plan Amendments to the Washington Department of Commerce, and the 60-day review period ended on October 7, 2024; and

WHEREAS, the SEPA Responsible Official reviewed a SEPA checklist and other information in the record and issued a Determination of Non-Significance on August 8, 2024 for docketed comprehensive plan amendments 24-01, 24-02, 24-03, 24-04, and 24-05, and one comment was submitted during the SEPA comment period; and

WHEREAS, the Ellensburg City Planning Commission held a duly noticed public hearing on September 12, 2024 and the Planning Commission approved a motion to recommend the City Council approve proposed amendments 24-01, 24-02, 24-03, 24-04, and 24-05 as presented.

WHEREAS, the City Council held a duly noticed public hearing on the matter of adopting the docketed 2024 Comprehensive Plan amendments at its regular meeting on October 7, 2024.

Council entered into the public hearing record the agenda report with Exhibit A through G, for Council's October 7, 2024 regular meeting prior to closing the public hearing, after which City Council determined it is in the best interests of the City of Ellensburg that proposed amendments 24-01, 24-02, 24-03, 24-04, and 24-05 be approved as presented in accordance with the findings and recommendations submitted by the Planning Commission; and

WHEREAS, all portions of the City of Ellensburg 2017 Ellensburg Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in full force and effect except as specifically amended herein;

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

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council and are by this reference incorporated herein as if set forth in their entirety.

Section 2. That document attached to this ordinance as Exhibit "A" and entitled "2024 City of Ellensburg Capital Improvement Plans" which is included as part of the Comprehensive Plan is hereby amended to adopt and include docket amendment 24-01.

Section 3. That document attached to this ordinance as Exhibit "B" and entitled "Future Land Use Zoning Conversion Table" which is included as part of the Comprehensive Plan, is hereby amended to adopt and include docket amendment 24-02.

Section 4. That document attached to this ordinance as Exhibit "C" and entitled "Tier 1 Project Locations Map" which is included as part of the Comprehensive Plan, is hereby amended to adopt and include docket amendment 24-03.

Section 5. That document attached to this ordinance as Exhibit "D" and entitled "Future Land Use Map" which is included as part of the Comprehensive Plan, is hereby amended to adopt and include docket amendments 24-04 and 24-05.

Section 6. All portions of the City of Ellensburg 2017 Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in force and effect except as specifically amended herein.

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council this 18th day of November, 2024.

_____
MAYOR

ATTEST: _____
CITY CLERK

APROVED AS TO FORM:

_____
CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4946 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4946 was published as required by law.

_____
Beth Leader

APPENDIX A: 6-YEAR CAPITAL IMPROVEMENT PLANS

These 6-Year Capital Improvement Plans are hereby incorporated by reference into the City of Ellensburg Comprehensive Plan as an Appendix to the Capital Facilities and Utilities Chapter. The Capital Improvement Plans will be reviewed and updated annually.

Table 23. Electric Utility Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Electric System Plan						
Plan Update (every 6 years)	150000					
Capitol Projects						
Berry to Bull Rd Tie			$ 200,000			
Canyon Rd I90 Crossing Reconductor (D2-1)			$ 100,000			
Bowers Rd to Reecer Creek Extension (HE-2)					$ 250,000	$ 250,000
Feeder 15 Airport Rd to Bender (HE-1)					$ 150,000	$ 150,000
Mountain View Reconductor (D2-2)		$ 500,000				
Sanders to Alder Tie (HE-3)				$ 80,000		
Sanders to Brick Rd (HE-4)				$ 175,000		
Anderson/Umptanum Rd Tie	$ 150,000					
PSE Customer Annexations - Vantage Hwy	$ 75,000	$ 75,000				
Gateway II	$ 125,000	$ 125,000				
AMI Conversion	$ 1,000,000	$ 2,350,000				
SR97 / Highway 10 Loop	$ 300,000					
Wildcat Street Feeder System				$ 315,000		
Street Lighting Laminated / Fibergalss Pole Replacement/ Misc. Lighting Upgrades	$ 55,317	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Seattle (Willow To Vista View Plat) Extension	$ 75,000					
Rotary Park Solar Expansion and EV Install	$ 650,000					
Radio Road Conversion					$ 180,000	
Substation Improvements						
Sub Land Purchase	$ 225,000					
D1 Dolarway Substation Improvement	$ 3,000,000	$ 1,000,000				
	$ 5,805,317	$ 4,100,000	$ 350,000	$ 620,000	$ 630,000	$ 450,000
Grand total	$					11,955,317

Table 24. Information Technology Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
IT Strategic Plan						
Plan Updates (every 3 years)		$20,000			$20,000	
IT Computer Replacements						
Hardware	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000
Software	$34,000	$34,000	$34,000	$34,000	$34,000	$34,000
Consultant Services	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
IT Enterprise Applications						
Hardware	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Records Management	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
ERP replacement	$55,000	$55,000	$55,000	$55,000	$55,000	$55,000
Software	$185,000	$185,000	$185,000	$185,000	$185,000	$185,000
Consultant Services	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
IT Network Resources						
Hardware	$40,000	$20,000	$20,000	$20,000	$20,000	$20,000
Software	$53,000	$53,000	$53,000	$53,000	$53,000	$53,000
Consultant Services	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000
Off Site Data/DR	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Network Cable Upgrades	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
GIS Strategic Plan						
Plan Updates (every 3 years)	$15,000			$15,000		
GIS Enterprise Applications						
GIS - Asset Management System	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
GIS - Permit, licensing, and Service Applications	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
GIS Network Resources						
Hardware	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Software	$52,000	$52,000	$52,000	$52,000	$52,000	$52,000
Consultant Services	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Total	**$791,000**	**$776,000**	**$756,000**	**$771,000**	**$776,000**	**$756,000**
GRAND TOTAL	**$4,626,000**					

Table 25. Natural Gas Utility Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Gas System Planning & Programs						
System Plan Update (every 6 years)		$120,000				
DIMP Program	$10,000	$15,000	$15,000	$20,000	$20,000	$25,000
PSMS Program	$10,000	$15,000	$15,000	$20,000	$20,000	$25,000
Public Awareness Program	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
System Improvements						
No 6 Road / Vantage Hwy Loop			$600,000			
Misc System Integrity Looping	$40,000	$40,000	$40,000	$50,000	$50,000	$50,000
Vantage Highway (Gateway II)			$350,000			
SR97 / Highway 10 Loop	$500,000					
Pipe Boring under Roads and Creeks	$50,000	$50,000	$50,000	$50,000	$60,000	$60,000
Misc System Improvements	$100,000	$120,000	$120,000	$140,000	$140,000	$140,000
Sustainability Improvements						
Emission Mitigation Equipment	$80,000					
WWTP RNG Station		$100,000				
Leak Detection Equipment Upgrades			$60,000	$80,000		
Tap/Regulator Station Upgrades						
System Telemetry Upgrades		$20,000		$20,000		$25,000
Tap Station Land Acquisition	$120,000					
Kittitas Tap Station Site Improvements			$450,000			
Seattle Gate Station Site Improvements	$20,000					
Cathodic Protection System Improvements						
Anode Bed Replacements			$180,000			
Cathodic Protection (CP) System Study	$90,000					

Cathodic Protection Close Interval Survey	$25,000					
Tap Station CP Interference Testing/Analysis	$15,000		$15,000		$15,000	
Meter/ERT Upgrades/Improvements						
Meter Proving/Refurbish	$20,000	$40,000	$20,000	$50,000	$25,000	$50,000
Meter/ERT Change-Outs	$140,000	$200,000	$200,000	$140,000	$140,000	$140,000
AMI Conversion			$800,000			
Developments						
Misc System Developments	$150,000	$150,000	$200,000	$200,000	$225,000	$225,000
	$1,400,000	$900,000	$3,145,000	$800,000	$725,000	$770,000
Grand total	$7,740,000					

Table 26. Parks and Recreation Capital Improvement Plan

2025-2030 Six Year Capital Improvement Plan - City of Ellensburg Parks & Recreation Department						
Project Description	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Rotary Park Fieldhouse	$ 25,000,000.00					
North Alder Street Park Sprayground	$ 250,000.00					
IRRP Playground			$ 200,000.00			
Kiwanis Park Skatepark Improvements	$ 545,000.00					
Reed Park Improvements	$ 200,000.00	$ 200,000.00	$ 200,000.00			
Community & Aquatic Center				$50,000,000.00		
McElroy Park Improvements				$30,000.00		
Pickleball Court Development (4)		$110,000				
Rotary Park and Trail Development			$ 500,000.00			$ 5,000,000.00
New Park Acquisition					$200,000.00	
Mt. View Park Multi Purpose Court Improvements		$40,000.00				
Mt. View Park Tennis Court Development (8)	$650,000					
Palouse to Cascades Reconnection Trail		$825,000.00	$75,000.00	$200,000.00	$500,000.00	$300,000.00
Yakima River Trail			$750,000.00			
Irene Rinehart Park Improvements						$1,827,000.00
Kleinberg Park Improvements					$17,000.00	
Mt. View Park Improvements						$188,300
Paul Rogers Park Improvements		$118,000.00				
South Main Entry Park Improvements						$20,000
Veterans Memorial Park Improvements					$401,000.00	

West Ellensburg Park Improvements					$432,600.00	
Wipple Park Improvements	$ 50,000.00					
Off Leash Park Phase II		$10,000.00				
TOTALS	$ 26,695,000.00	$1,303,000.00	$1,725,000.00	$50,230,000.00	$1,550,600.00	$7,335,300.00
Grand Total						$ 88,838,900.00

Table 27. Sewer Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Maintenance Issues & Concrete & Clay Pipe Replacement	$150,000	$180,000	$180,000	$200,000	$200,000	$200,000	$2,200,000
Concrete & Clay Pipe Replacement							$4,050,000
Cora Street Pump Removal/Main Extension				$ 1,500,000			
Anderson Road Extension	$1,500,000						
	$ 1,650,000	$ 180,000	$ 180,000	$ 1,700,000	$ 200,000	$ 200,000	$ 6,250,000
Grand Total	$						10,360,000

Table 28. Stormwater Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030	2031-2041
Effectiveness Monitoring	$ 74,073	$ 92,039	$ -	$ -	$ -	$ -	$ -
University Avenue Gateway Project (Wenas to Whiskey Cr.)	$2,500,000						
Street Tree Inventory and Assessment	$80,000	$0	0	0	0	0	0
Annual Stormwater Project (Varies)	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 750,000
Phase II Levee Reecer Dolarway	$ 1,200,000						
University Avenue Gateway II Project (Vista Rd. to E. CL)	$1,025,000		$ 4,900,000				
	$ 4,954,073	$ 167,039	$ 4,975,000	$ 75,000	$ 75,000	$ 75,000	$ 750,000
Grand Total	$						10,321,112

Table 29. Telecommunications Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Telecom Strategic Plan						
Plan Updates (every 3 years)			$20,000			$20,000
System Improvements						
WWTP Fiber Optic Connection						
Bull Road						
Hardware Refreshment	$125,000	$25,000	$25,000	$100,000	$25,000	$25,000
Outdoor Plant Improvements	$48,000	$48,000	$48,000	$48,000	$48,000	$48,000
Gateway 2 Project	$20,000					
Telecom Connections	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Telecom Infrastructure	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
Line Extensions						
Commercial Customers	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Wireless Improvements						
Community WiFi, Wireless Equipment for DR/Backup or Temporary Svc.	$10,000					
Total	**$283,000**	**$153,000**	**$173,000**	**$228,000**	**$153,000**	**$173,000**
GRAND TOTAL	**$1,163,000**					

Table 30. Transportation Capital Improvement Plan

		REVENUE BY YEAR (thousands)								
			2024*	2025	2026	2027	2028	2029	2030	TOTALS
		ARTERIAL STREET	269	245	108	395	713	395	118	2,243
		REGIONAL STBG	1,167	0	0	0	0	710	750	2,627
		SALES TAX RESERVE	288	107	918	350	1,425	1,155	500	4,743
		FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	127	3,325	0	750	750	250	5,202
		WSDOT SAFETY PROGRAM	0	0	0	4,350	1,700	0	0	6,050
		TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	1,327	886	950	815	1,700	3,475	2,800	11,953
		DISTRESSED COUNTY SALES/USE TAX	34	110	134	0	0	609	0	887
		1/4 CENT REAL ESTATE EXCISE TAX	855	150	334	160	722	354	22	2,597
		MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS	353	0	0	0	0	475	0	828
		DOE FISCAL YEAR WATER QUALITY GRANT	360	515	3,375	0	0	0	0	4,250
		COUNTY LODGING TAX GRANT	0	0	0	0	0	0	67	67
		LOCAL LODGING TAX FUNDS	0	0	0	0	0	0	66	66
		TRANSIT	50	0	0	865	0	0	0	915
		OTHER AGENCY OR CITY DEPARTMENT	1,521	330	900	1,000	500	1,062	300	5,613
		LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	0	4,700	0	4,145	695	8,200	17,740
		TRAFFIC IMPACT FEES	0	606	150	2,632	0	990	1,370	5,748
		NOT FUNDED	0	0	0	0	0	0	0	0
		TOTAL REVENUE	**6,224**	**3,076**	**14,894**	**10,567**	**11,655**	**10,670**	**14,443**	**71,529**
	Funding (S/P)	EXPENDITURES BY YEAR (thousands)	2024*	2025	2026	2027	2028	2029	2030	*Future*	TOTALS
1	S/P	Bridge Inspections	5	5	5	5	5	5	5	*0*	35
2	S/P	Engineering Transfer	15	15	15	15	15	15	15	*0*	105
3	S/P	Signal Optimization	25	25	25	25	25	25	25	*0*	175
4	S/P	Alley Reconstruction (Semi-Annual)	80	0	85	0	90	0	95	*0*	350
5	S	Pfenning Road Shared Use Pathway - 3rd Ave to Palouse to Cascades Trail	526	0	0	0	0	0	0	*0*	526
6	S	Brick Rd Improvements - Radio Rd to McElroy Park Trail	1,540	0	0	0	0	0	0	*0*	1,540
7	S	Pfenning Rd Sidewalk - 240' North of Vantage Hwy to Radio Rd	1,251	0	0	0	0	0	0	*0*	1,251
8	S	Alder St Sidewalk - One Side - 1st Ave to 3rd Ave (Complete Streets)	170	0	0	0	0	0	0	*0*	170
9	S	15th Ave Sidewalk Improvements - Cora St to Columbia St - North Side (Comp St)	360	0	0	0	0	0	0	*0*	360
10	S	University Way Overlay - (BNSF To Cle Elum St)	1,017	0	0	0	0	0	0	*0*	1,017
11	S	5th Ave CBD Paverstone Sidewalk and Street Tree Impr. (N. Side Water to Main)	200	0	0	0	0	0	0	*0*	200
12	S	Mountain View Ave and Bull Rd/Willow St Intersection Enhancements	75	750	0	0	0	0	0	*0*	825
13	S/P	Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction)	450	0	5,450	0	0	0	0	*0*	5,900
14	S	University Way Gateway II - Vista Rd to east City Limits	510	515	5,125	0	0	0	0	*0*	6,150
15	S/P	Capitol Ave Sidewalk Replacement - Main St. to Sampson St.	0	100	0	110	0	130	0	*0*	340
16	P	Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main	0	1,416	0	0	0	0	0	*0*	1,416
17	P	Recon. Trail and Sidewalk Extension - PTC to Bender and Hannah to Whiskey Cr	0	250	2,791	0	0	0	0	*0*	3,041
18	P	Canyon Rd Overlay - Umptanum to Mountain View Ave	0	0	280	0	0	0	0	*0*	280
19	P	Alder St Sidewalk - One Side - 3rd Ave to Craig Ave	0	0	80	0	100	0	0	*0*	180
20	P	1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	0	234	0	0	0	0	*0*	234
21	P	Palouse to Cascades Reconnect Trail - Sanders to Airport	0	0	804	0	0	0	0	*0*	804
22	P	University Way Overlay - Cle Elum St to east City Limits	0	0	0	2,215	0	0	0	*0*	2,215
23	P	Wildcat Way and 18th Intersection Enhancements	0	0	0	756	0	0	0	*0*	755
24	P	Anderson Rd and Umptanum Rd Intersection Enhancements	0	0	0	1,252	0	0	0	*0*	1,252
25	P	University Way and Water Street Intersection Enhancements and Widening	0	0	0	3,270	0	0	0	*0*	3,270
26	P	Mountain View Ave and Ruby St Intersection Enhancements and Widening	0	0	0	2,920	0	0	0	*0*	2,920
27	P	Walnut St and 18th Bike Lane - Dean Nicholson to Alder St	0	0	0	0	150	0	0	*0*	150
28	P	Water St. Overlay - University Way to Helena	0	0	0	0	1,550	0	0	*0*	1,550
29	P	Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave	0	0	0	0	4,300	0	0	*0*	4,300
30	P	Umptanum Shared Use Pathway - Wilson Cr to IRRP	0	0	0	0	2,100	0	0	*0*	2,100
31	P	University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	2,040	0	0	*0*	2,040
32	P	Industrial Way Improvements - LID	0	0	0	0	1,280	0	0	*0*	1,280
33	P	Canyon Rd and Umptanum Rd Intersection Enhancements and Widening	0	0	0	0	0	3,390	0	*0*	3,390
34	P	3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	810	0	*0*	810
35	P	Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.	0	0	0	0	0	1,525	0	*0*	1,525
36	P	Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	1,170	0	*0*	1,170
37	P	City to Canyon Trail - Umptanum Rd to Tjossem Rd	0	0	0	0	0	3,600	0	*0*	3,600
38	P	3rd Ave and Ruby St Intersection Enhancements	0	0	0	0	0	0	890	*0*	890
39	P	Large Scale Wayfinding Implementation Project	0	0	0	0	0	0	133	*0*	133
40	P	14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way	0	0	0	0	0	0	480	*0*	480
41	P	Mountain View Overlay - Canyon to Willow	0	0	0	0	0	0	1,500	*0*	1,500
42	P	Helena Ave Extension - PTC Trail to Dry Cr Rd	0	0	0	0	0	0	4,100	*0*	4,100
43	P	Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)	0	0	0	0	0	0	7,200	*0*	7,200
44	P	Chestnut St and Walnut St Bike and Ped Improvements								*263*	263
45	P	8th Ave LID (University Way to Maple St)								*1,061*	1,061
46	P	Trail Connection - 5th Ave to University Way (near CWU)								*250*	250
47	P	5th and Ruby Intersection Enhancements and Widening								*741*	741
48	P	Anderson/Umptanum/Railroad Ave. Road Widening/Overlay								*7,310*	7,310
49	P	Helena Ave and Walnut St Intersection Enhancements and Widening								*740*	740
50	P	Circle the City Trail - Enterprise Way to Faust Rd								*4,200*	4,200
51	P	Main St Sidewalk Improvements - University Way to 14th Ave								*1,450*	1,450
52	P	Helena Ave and Water St Intersection Enhancements and Widening								*936*	936
53	P	Manitoba Ave and Ruby St Intersection Enhancements and Realignment								*1,332*	1,332
54	P	University Way and Alder St Intersection Enhancements and Widening								*1,558*	1,558
55	P	Currier Creek Pathway - Univ. Way to Reecer Cr Rd to Currier Cr to PTC								*2,750*	2,750
56	P	University Way and Main St Intersection Enhancements and Widening								*3,338*	3,338
57	P	Water St and Bender Rd Intersection Enhancements								*966*	966
58	P	Airport Rd and Bender Rd Intersection Enhancements								*1,008*	1,008
59	P	Capitol Ave and Chestnut St Intersection Enhancements								*672*	672
60	P	Canyon Rd Sidewalk - I90 to Berry Rd to Existing Sidewalk on Berry Rd								*540*	540
61	P	Sanders Rd and Alder St Intersection Enhancements								*665*	665
62	P	Capitol Ave and Willow St Intersection Enhancements								*524*	524
63	P	15th Ave and Cora St Intersection Enhancements								*432*	432
64	P	18th Ave and Alder St Intersection Enhancements								*720*	720

TOTAL EXPENDITURE	**6,224**	**3,076**	**14,894**	**10,568**	**11,655**	**10,670**	**14,443**	***31,456***	**102,985**
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2024))	1,740	1,591	1,466	1,478	1,203	610	335		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER	120	120	120	120	120	120	120		
ARTERIAL STREET FUND ENDING BALANCE	1,591	1,466	1,478	1,203	610	335	337		

Table 31. Waste Water System Capital improvement Plan

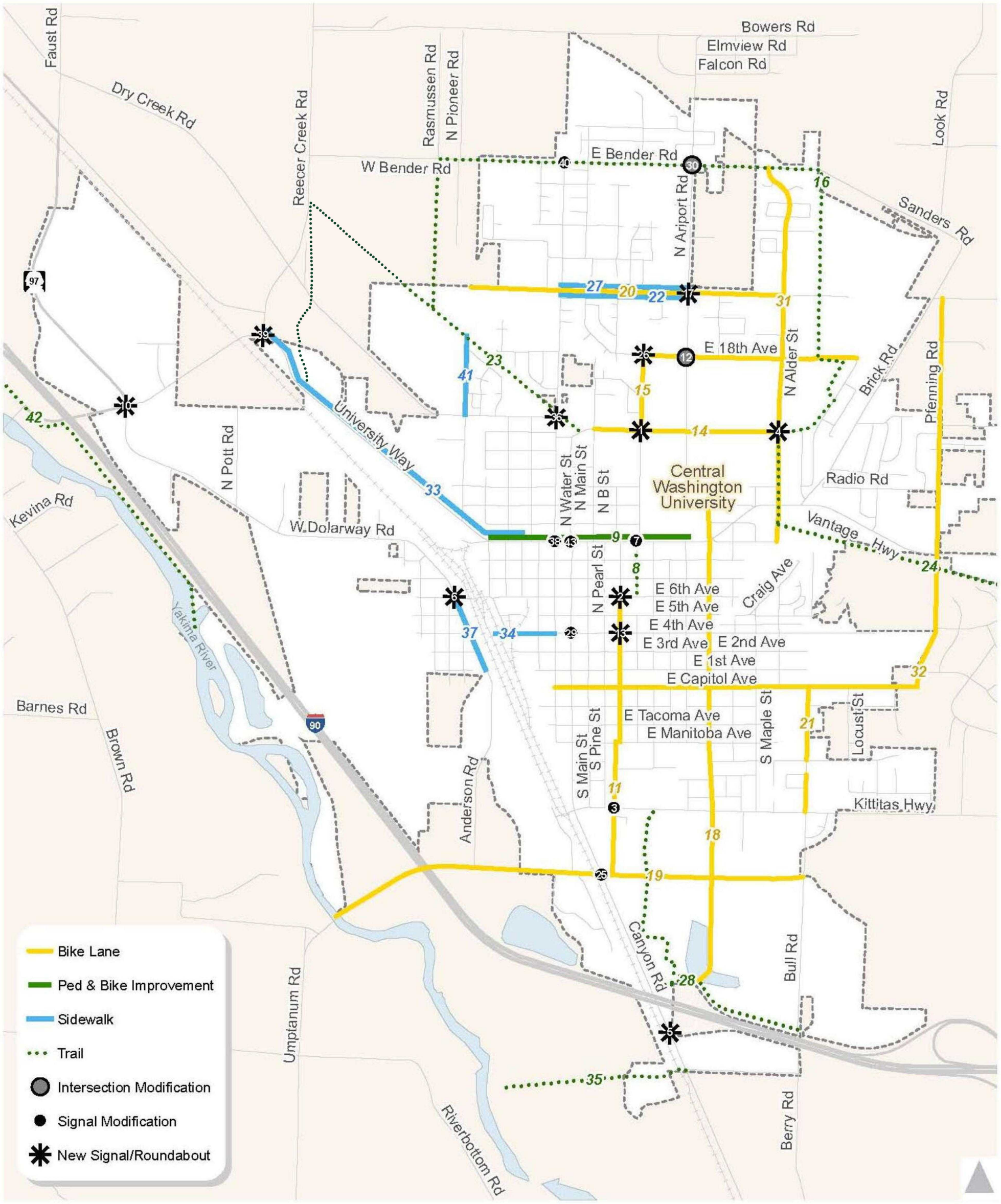
Project	2025	2026	2027	2028	2029	2030	2031-2041
Digester and GBT Building Electrical Upgrades	$ 848,000						
Recirculation Pump Station		$ 275,000					
Boiler Building		$ 40,000					
Aeration	$ 200,000	$ 30,000,000					
New Clarifier		$ 10,000,000					
Rebuild Clarifiers			$ 1,700,000				
Methane Recapture Analysis/Contract	$ 1,040,000						
	$ 2,088,000	$ 40,315,000	$ 1,700,000	$ -	$ -	$ -	$ -
Grand total	$						44,103,000

Table 32. Water System Capital Improvement Plan

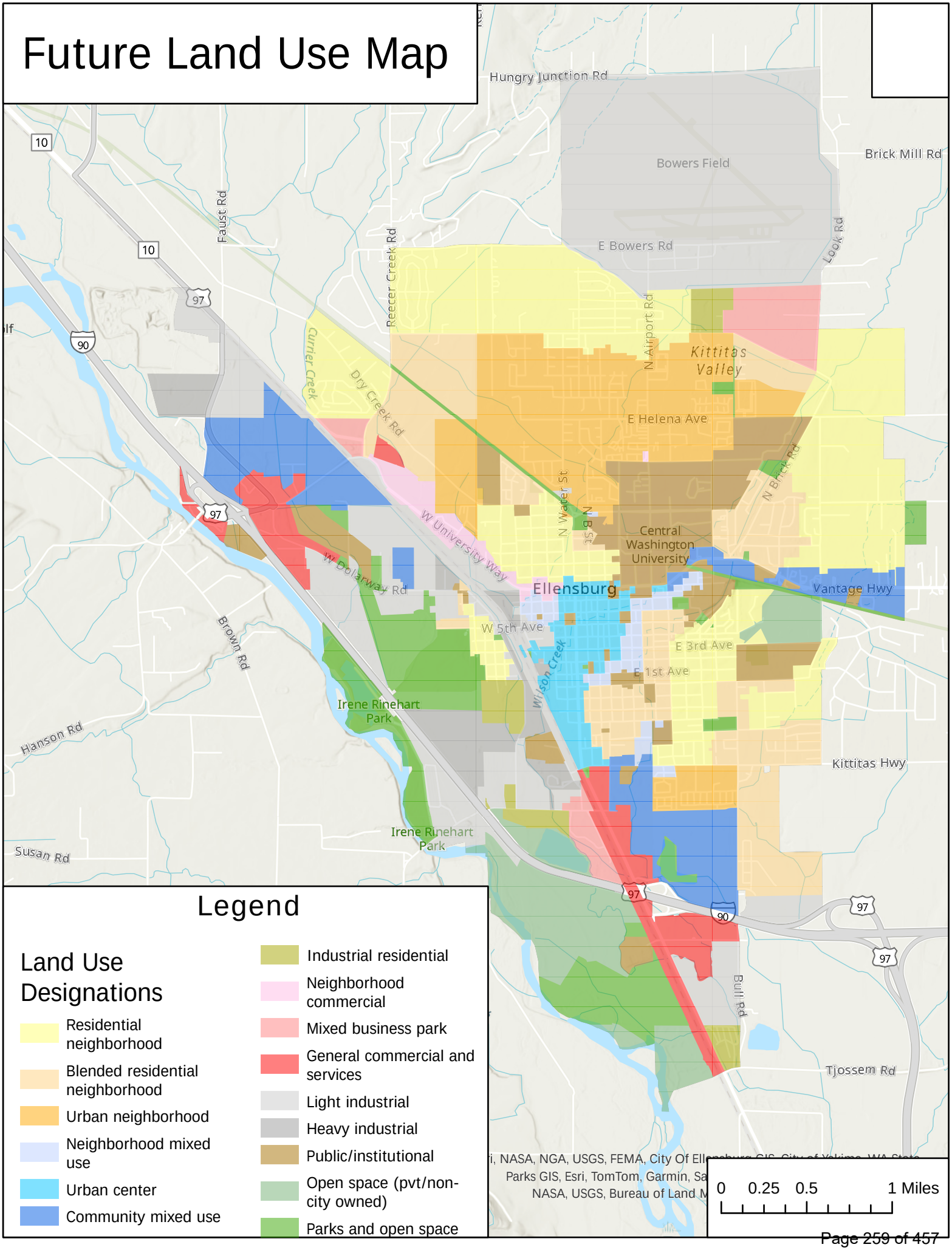
Project	2025	2026	2027	2028	2029	2030	2031-2041
Aquifer Storage and Recovery Program	$ 300,000						$ 5,000,000
Craig's Hill Pressure Zone	$ 1,210,000						
Reservoir Siting Study	$ 50,000						
Craig's Hill Reservoir Seismic Study and Retrofit	$ 50,000	$ 180,000					
Pfenning Loop					$ 274,000		
Airport Well 3 and 1824 Zone Connector						$ 160,000	
Memorial Park Main Relocation	$ 50,000						
Walnut Street Main Replacement		$ 286,000					
Seattle Ave. Main Extension	$ 323,000						
24-inch Main Inspection	$ 25,000						
24-inch Valve Rehabilitate	$ 40,000	$ 40,000					
New 1860 Pressure Zone				$ 2,500,000	$ 1,840,000		
New 4.0 MG 1824 Zone Reservoir				$ 4,745,000	$ 4,745,000		
Reservoir Corrosion Control Program	$ 230,000						
Permanent On-Site Well Backup Generators		$ 550,000		$ 550,000		$ 550,000	$ 1,200,000
Recoat Reservoirs			$ 825,000				$ 825,000
AMI Conversion			$ 500,000				
Pressure Reducing Valve							$ 81,000
New Well(s)	$ 50,000	$ 3,000,000	$ 3,500,000				
Water System Plan Update							$ 300,000
Rotary Park Irrigation	$ 750,000						
Oversizing Fund	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 520
Pipe Replacement Fund	$ 100,000	$ 100,000	$ 110,000	$ 110,000	$ 120,000	$ 120,000	$ 1,320,000
Meter Testing	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 455,000
Pump and Motor Inspection/Repair	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 416,000
	$ 3,308,000	$ 4,286,000	$ 5,065,000	$ 8,035,000	$ 7,109,000	$ 960,000	$ 9,597,520
Grand Total	$						38,360,520

Table 7. Future Land Use- Zoning Conversion Table	
Future Land Use	**Zoning Options**
Residential Neighborhood	Residential Suburban (R-S) Residential Low (R-L) Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Commercial Neighborhood (C-N)
Blended Residential Neighborhood	Residential Low (R-L) Residential Medium (R-M) Residential High (R-H) Commercial Neighborhood (C-N)
Urban Neighborhood	Residential High (R-H) Residential Medium (R-M) Residential Office (R-O) Commercial Neighborhood (C-N)
Neighborhood Mixed Use	Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Commercial Neighborhood (C-N)
Community Mixed Use	Residential Medium (R-M) Residential High (R-H) Residential Office (R-O) Neighborhood Center (NCMU) Regional Center Mixed Use (RCMU) Commercial Highway (C-H)
Neighborhood Commercial	Commercial Neighborhood (C-N) Residential Office (R-O)
Mixed Business Park	Industrial Light (I-L) Commercial Highway (C-H) Regional Center Mixed Use (RCMU)
Urban Center	Central Commercial (C-C) Central Commercial II (C-CII)
General Commercial and Services	Commercial Highway (C-H)
Light Industrial	Industrial Light (I-L)
Heavy Industrial	Industrial Heavy (I-H)
Industrial Residential	Industrial Light (I-L)
Public Institutional	Public Reserve (P-R)
Open Space (Private)	Public Reserve (P-R)
Parks and Open Space (Public)	Public Reserve (P-R)

Figure 29. Tier 1 Project Locations



Future Land Use Map



Legend

Land Use Designations

- Residential neighborhood
- Blended residential neighborhood
- Urban neighborhood
- Neighborhood mixed use
- Urban center
- Community mixed use
- Industrial residential
- Neighborhood commercial
- Mixed business park
- General commercial and services
- Light industrial
- Heavy industrial
- Public/institutional
- Open space (pvt/non-city owned)
- Parks and open space

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Second Reading of Ordinance 4944 - Repealing Ordinance 3895 and Dissolving the EBDA-CenterFuse (Public Comment Opportunity)
Submitted by:	Heidi Behrends Cerniwey, City Manager
Department:	City Manager

Suggested Motion/Action:
1. Move to conduct second reading and adoption of Ordinance 4944; following the motion and second
2. Move to amend Ordinance 4944 by adding the additional “whereas” clause recommended by staff; and finally
3. Move to conduct second reading and adoption of Ordinance 4944, as amended.
4. Move to approve the necessary budget adjustments to accomplish EBDA closure to be funded with the transfer of EBDA resources.

Background/Summary:
After more than 30 years of operation, the Board of the Ellensburg Business Development Authority (EBDA), dba CenterFuse, set forth to transition away from the City-chartered public development authority and merge with the Kittitas County Chamber of Commerce. The merge is intended to break down historic silos, remove barriers to information sharing, and offer efficiencies for countywide coordination of economic development services. This action came after nearly a year of ongoing facilitated discussions with representatives from the EBDA, Chamber of Commerce, City, Kittitas County, and Central Washington University (CWU) to redefine roles of economic development organizations to provide better coordination and collaboration in regional and countywide economic development services as outlined in the adopted Countywide Economic Development Strategic Plan.

To complete the merge of EBDA with the Chamber and transfer current projects, branding, intellectual assets and services to continue the benefits for which these assets were developed, the City of Ellensburg must dissolve the Ellensburg Business Development Authority through repealing the authorizing Ordinance 3895 (1993) and per the Ordinance, arrange for transfer of EBDA assets and real property to fulfill the purposes for which the authority was chartered—economic development.

The EBDA was created in 1993, Ordinance 3895, with Charter and Bylaws which have been amended over the years. The EBDA has been through a number of administrative, board, asset ownership, leadership, name, and oversight transitions in the name of economic development for the City.

Previous Council Action:

- Ordinance 3895 (1993) created the Ellensburg Business Development Authority (EBDA), codified in Ellensburg City Code (ECC), Chapter 1.62
- In 1999, EBDA obtained a loan from the Community Economic Revitalization Board (CERB) to allow for the construction of a “business incubator” building which was constructed on property owned by Kittitas County, Parcel No. 955272
- City and Kittitas County entered into an Interlocal Agreement (“ILA”) on January 23, 2013, to extend the EBDA’s jurisdiction to the City’s Urban Growth Area (which terminates with the dissolution of the EBDA)
- The EBDA board approved Resolution 2019-2, January 9, 2019, approving EBDA continued operation doing business as “CenterFuse”
- Council adopted Ordinances 4623 (November 2012) and 4778 (November 2017) amending the EBDA charter as recommended by the board
- Resolution 2021-16, sold City Incubator Building, 1000 Prospect Street, in June 2021 for $710,000; revenue from the sale was deposited into City Economic Development Fund (127) for one-time projects
- Resolution 2023-07, March 6, 2023, adopting Countywide Economic Development Strategic Plan and committing to work in partnership to implement the Plan
- Interlocal Agreement between the City and EBDA for economic development services in the City approved January 3, 2023. The City provided notice pursuant to the Agreement on July 26, 2024, that it was terminating the current agreement effective August 31, 2024
- **Council conducted a public hearing, then unanimously approved and conducted first reading of Ordinance 4944 on September 16, 2024**
- Council approved the Interlocal Agreement Between the City of Ellensburg, Kittitas County, and Central Washington University for Economic Development Property Exchanges which included terms for transfer of the EBDA Airport Incubator Building to Kittitas County on September 16, 2024
- Council approved an Agreement Between the City of Ellensburg and Kittitas County Chamber of Commerce for Transfer of Ellensburg Business Development Authority Assets and Services on September 16, 2024

Analysis:
First reading of Ordinance 4944 was conducted by Council on September 16, 2024, following a public hearing on the matter and unanimous approval of the Ordinance (6-0). Subsequently, one additional "whereas" was added to the version presented for second reading to include transfer of all EBDA public records, as defined in Chapter 42.56, to the City as part of the dissolution process.

About Public Development Authorities
According to the Municipal Research and Services Center (MRSC): “Cities, towns, and counties may form public development authorities (PDAs), sometimes known as "public corporations," to assist in administering federal grants or local programs, enhance governmental efficiency and service provision, and/or improve a municipality’s living conditions. These PDAs are special purpose quasi-municipal corporations that are primarily authorized under RCW 35.21.730-.759, which allows local governments to create or contract with "public corporations, commissions, or authorities." RCW 35.21.745 requires any city,

town, or county that creates a PDA to control and oversee the PDA's operation and funds in order to ensure that the PDA is reasonably accomplishing its purpose and correct any deficiencies. MRSC - Public Development Authorities (PDAs).

Per State law, a primary requirement of a PDA is to serve within the physical boundaries of the chartering City or municipal entity. Although the boundaries of the EBDA were extended to include the urban growth area (UGA) with an interlocal agreement between the City and County in 2013, in recent years the EBDA board expressed an interest in expanding to provide county-wide services to fulfill a perceived gap.

The adopted Kittitas County Economic Development Strategic Plan (2023) identified the need for increased countywide economic development capacity and better collaboration among agencies as an important strategy. As organizations embarked on implementation actions last year, the unclear roles of EBDA and the Kittitas County Chamber of Commerce—the County's current designated associate development organization (ADO) as of this date—began to emerge as barriers to forward progress as identified by the lead agencies in the economic development ecosystem.

Challenges with Public Development Authorities
Managing the EBDA as a quasi-municipal organization requires ongoing City oversight for compliance with public laws which at times can be inconsistent with the needs of PDA activities because requirements of a public entity can conflict with private business interests in economic development. Over the years, the EBDA encountered challenges with legal requirements and operational coordination in several areas:

- PDA requirements to follow all public bidding and prevailing wage laws (EBDA follows standards for Washington Code Cities), etc. for all projects
- non-disclosure agreements (NDAs) which are common for early business inquiry and contradictory to sunshine laws
- public records act requirements for PDAs to disclose communications and records
- activities to assist business to start, grow, and prosper overlapping Chamber business support initiatives
- aligning activities with jurisdictional goals and priorities and communicating and working collaboratively with the City and other partners
- conducting business only within the boundaries of the City and UGA

As a standard practice, PDAs are established for site-based public development projects—to construct and manage sites with public interest. It is unusual for a PDA to provide business attraction (start, grow, and prosper) and development services espoused by the EBDA. In 2023, CenterFuse began working with a consultant to explore other types of organizational structures (outside the Business Development Authority model) to serve beyond the boundaries of Ellensburg and its UGA. Earlier that year, EBDA Board members expressed interest in transition to an alternative structure.

Task Force on Economic Development Given broader interests in effective local and regional economic development, in November 2023, the City initiated a Task Force on Economic Development to address the ongoing barriers created by unclear differentiation of roles and

to inform and assist in evolving the future organizational structure of CenterFuse, among others. The task force was facilitated by Johnny Graf and Phil Backlund through a professional service agreement with the City, and met numerous times as a full group and in individual and small facilitated meetings to explore issues and structures for ongoing economic development success in the region. The task force included two members from each organization:

- CenterFuse/EBDA – Executive Director Kristine Miller and Garrett Poshusta, Board Chair (and other board members)
- Kittitas County Chamber of Commerce – CEO Amy McGuffin and Charlie Smith, Board President (and other board members)
- Kittitas County – Commissioner Wright and Auditor Bryan Elliott
- City of Ellensburg – City Manager Behrends Cerniwey and Mayor Rich Elliott
- Central Washington University – VP for University Relations Andrew Morse and Executive Director for the Center, Business and Community Services Rob Ogburn

The dissolution and related actions proposed to the City Council in this item represent many months of work between parties to reframe economic development structures to better serve the City, Kittitas County, and Central Washington University's goals for collaboration, economic resilience, balanced growth, community investment, and preservation to implement the City's adopted Economic Development Strategic Plan.

On June 6, 2024, EBDA and the Chamber signed a Memo of Understanding to merge services, board structures, and staff under the Chamber umbrella. See attached MOU. Since that time, the two organizations have held a joint EBDA (CenterFuse) and Chamber Board meeting to continue to establish relationships. To effectuate this merge, the City must dissolve the EBDA, pursuant to ECC Chapter 1.62 and other local, state, and federal laws.

Future Economic Development Roles in Ellensburg and Kittitas County
Merging the EBDA with the Chamber enables a combined structure to work in the City and County economic development ecosystem and is intended to increase collaboration between the boards and staff to better serve the community. Under the merger agreement, the Chamber Board will expand to include current EBDA Board members. The Chamber will merge the functions of EBDA/CenterFuse to provide a more comprehensive and relevant set of business retention and expansion (BRE) services, small business and entrepreneur supports with an enhanced business attraction platform for more seamless services.

The City Arts & Economic Development Manager (position added in the 2023-2024 Biennial Budget) will continue to focus on growth of the creative sector, support advancement of City-specific initiatives, and convene partners to continue collaborative work. The incumbent will work closely with Chamber staff and other stakeholders to advance City and regional interests.

Central Washington University (CWU) launched Business and Community Services, a new organization at CWU focused on supporting economic and community development activities in partnership with local, regional, and statewide economic and workforce development networks in ways that are complementary, additive, and demand driven. In addition, CWU

has been actively pursuing a number of initiatives outlined in the Countywide Economic Development Strategic Plan and expanding its relevance in their state role as a regional comprehensive university to better serve the needs of Central Washington. These include expanding their behavioral health program, investing in their flight program, and assisting with the development of a comprehensive economic development strategy (CEDS) to increase community access to major economic development grant programs, to name a few.

Kittitas County continues to redefine investment opportunities at the Airport facility and Bowers Field Industrial Park for economic benefit. Kittitas County receives and distributes Rural County Sales Tax Credit funding to advance countywide initiatives.

The Kittitas County Conference of Governments (COG) has been exploring models for regional planning and cooperation, including redefining the role of oversight and accountability the COG may play in economic development investments and activities into the future.

Ordinance 4944 - Process for Dissolution of EBDA
As proposed, Ordinance 4944 repeals Ordinance 3895, codified in Ellensburg City Code (ECC) Chapter 1.62, dissolving the Ellensburg Business Development Authority, dba CenterFuse. The dissolution process is outlined in Section 1.62.240 of the Ellensburg City Code (ECC), and sets out requirements to hold a duly noticed public hearing held during a regularly scheduled Ellensburg City Council meeting. The Ellensburg City Council must vote to repeal the enabling Ordinance 3895 by a two-thirds majority of the Council. Per ECC Chapter 1.162.240:

A. If the city council makes an affirmative finding that dissolution is warranted for any reason, the existence of the public authority may be terminated by ordinance adopted by a two-thirds majority of the council at or after a public hearing, held with notice to the public authority and authority directors and affording them a reasonable opportunity to be heard and present testimony. Dissolution shall be accomplished as provided in the charter, and shall not take effect until proper provision has been made for disposition of all authority assets.
B. Upon satisfactory completion of dissolution proceedings, the city clerk shall indicate such dissolution by inscription of "charter canceled" on the original charter of the public authority on file with the city and, when available, on the duplicate original of the public authority, and the existence of the public authority shall cease. The city clerk shall give notice thereof pursuant to state law and to other persons requested by the public authority in its dissolution statement.
C. Upon dissolution of the authority or the winding up of its affairs, title to all remaining assets or property of the authority shall vest in the city unless the city council or trustee or court has provided for the transfer of any authority rights, assets or property to a qualified entity or entities which will fulfill the purposes for which the authority was chartered.

Although EBDA is an independent authority, the City retains some accountability for its impacts, decisions, and liabilities. Thus, when the EBDA is dissolved, the City becomes the responsible party for settling debt, accepting and distributing assets, and for financial transparency and accountability for actions of the EBDA. Pursuant to the dissolution process

codified in ECC 1.62.240(C), the City seeks to assign relevant economic assets which were created with public funds to continue to be utilized for economic development purposes.

Real Property, Assets, and Service Transfers
EBDA obtained a loan from the Community Economic Revitalization Board (CERB) in 1999 to allow for the construction of a “business incubator” building which was constructed on property owned by Kittitas County, Parcel No. 955272, and included direct and indirect financial contributions from the City and Kittitas County. The CERB loan was paid off in 2018 and generates lease revenue which has been used for EBDA operations expenditures. Dissolution of the EBDA and distribution of assets creates an opportunity for a mutually beneficial exchange of properties between Kittitas County, the City of Ellensburg, and Central Washington University that benefits long-term local and regional public interest of all parties. Therefore, the parties developed an Interlocal Agreement between the City of Ellensburg, Kittitas County, and Central Washington University for economic development real property exchanges,which include transfer of the Airport Incubator Building at Bowers Field Industrial Park, 3110 Airport Road, Ellensburg, to Kittitas County and assign current tenant leases to Kittitas County. To complete this transfer, either the EBDA or the City will need to conduct a public hearing to surplus the building and complete the property transfer and lease assignment.

To transfer EBDA's other small and attractive assets (less than $5,000 value), intellectual assets, and outline ongoing responsibility for work, an Agreement Between the City Of Ellensburg and Kittitas County Chamber of Commerce for Transfer of Ellensburg Business Development Authority Assets and Services was approved at the September 16, 2024 meeting. The assets transferred to the Chamber will continue to be used for economic development activities.

Other Dissolution Actions
Dissolution of EBDA requires significant time and resources, some of which EBDA staff and Board will accomplish and others that will require City oversight and potential future action:

- Preparation and Financial Documentation - Gathering essential financial records, including recent financial statements, bank statements, and agreements. Preparing and filing the necessary dissolution forms with state and federal agencies. Some items have been transferred to the City, some are pending.
- 501(c)(3) and 501(c)(6) Dissolution – Working closely with an accountant on the dissolution of the 501(c)(3) entity and preparing for the dissolution of the 501(c)(6) entity. This includes filing specific forms with the IRS, Secretary of State, preparing articles of dissolution, and notifying relevant state departments. This entity was created without authority and may require follow-up reporting.
- Operational Handover - Overseeing the termination of the office lease, inventorying and preparing to transfer all office equipment, and notifying vendors, partners, stakeholders, and clients about the transition. Some items have been completed, some are ongoing.
- Asset Transfers - Coordinating the appraisal, legal review, and transfer of both physical and intellectual assets to appropriate entities, ensuring all transfers comply with legal and regulatory requirements. Actions to transfer the Airport Incubator

Building will begin following adoption of the Interlocal Agreement for Property Exchange. Tenants have been notified by EBDA.

- Legal and Financial Compliance - Tasks include completing final federal and state payroll tax returns, conducting audits, preparing final financial statements, and ensuring all documents are inventoried, archived, and stored securely.
- Stakeholder Management and Communication - Providing regular updates to stakeholders, organizing meetings, and developing a comprehensive communications plan that includes public messaging, FAQs, and press releases. EBDA and Chamber are working on this transition.
- Post-Dissolution Support - Establishing support systems to handle ongoing needs post-dissolution, ensuring all records are maintained and transferred appropriately, and confirming secure storage of digital records. Financial statements and accountability audits will be completed by the State Auditor's Office and the City will ensure EBDA prepares and transfers the appropriate data, forms, and information for these actions.
- Transfer of Public Records - All digital and paper public records, including all email, communications, financial data, etc. must be transferred to the City upon dissolution. City and EBDA staff will work on making this transfer.

Dissolution of the EBDA will transfer some liability to the City and staff will work closely with EBDA Board and staff to resolve any issues prior to the effective date of the dissolution.

Financial Impact:
Since 2020, the City has enacted an interlocal agreement for economic development services with EBDA. The most recent interlocal provided for $60,000 in annual payment to EBDA for services. Notice was given on July 26, 2024 that the agreement would be terminated as of 8/31/2024, pursuant to dissolution.

The City will advocate for the Chamber to receive continued funding from the Distressed County Sales Tax Funding Economic Development Program administered by the Kittitas County Board of County Commissioners or other allowable sources authorized by law to support ongoing collaborative and aligned efforts to achieve shared goals. The City may desire Chamber to perform economic development work or services. Such work shall be addressed in a separate written Agreement.

Cash Assets are currently $642,303 (as of 8/31/2024, per EBDA Board packet 9/11/2024). When all EBDA debts and liabilities are settled, cash assets will be transferred to the City to be deposited into an account for one-time economic development activities or investments.

It appears likely the City will incur post-dissolution expenditures related to winding down operations, including settling outstanding vendor liabilities, filing annual reports, and obtaining a post-dissolution audit from the State Auditor's Office. This will require additional budget to pay these costs from the Economic Development Investment Fund, which is anticipated to be offset by cash transfer from EBDA on dissolution.

Budget Adjustment: Yes

Attachments:

1. Ordinance 4944 - Repealing Ordinance 3895 and Dissolving the EBDA-CenterFuse (AMENDED 2nd reading-10-07-24)

ORDINANCE NO. 4944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY DOING BUSINESS AS "CENTERFUSE", REPEALING ORDINANCE 3895, CODIFIED AS CHAPTER 1.62 "BUSINESS DEVELOPMENT AUTHORITY" OF THE ELLENSBURG CITY CODE, AND DISSOLVING THE ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY.

WHEREAS, the Ellensburg Business Development Authority ("EBDA") was established in 1993 with the adoption of Ordinance 3895 by the City Council of the City of Ellensburg ("City") and codified in chapter 1.62 of the Ellensburg City Code ("ECC"), as amended by Section 1 of Ordinance 4203; and

WHEREAS, the EBDA adopted Resolution 2019-2 on January 9, 2019, approving its continued operation doing business as "CenterFuse" (the EBDA and CenterFuse referred hereafter in the singular as "the EBDA"); and

WHEREAS, the EBDA obtained a loan from the Community Economic Revitalization Board in 2000 to allow for the construction of a "business incubator" building which was constructed on property owned by Kittitas County, Parcel No. 955272, and included direct and indirect financial contributions from the City and Kittitas County; and

WHEREAS, the EBDA, City and Kittitas County entered into an Interlocal Agreement ("ILA") on January 23, 2013 to extend the EBDA's jurisdiction to the City's Urban Growth Area, and the ILA provides it shall terminate upon the termination of the EBDA's existence; and

WHEREAS, the City, the EBDA, and Kittitas County have collectively met and agreed that dissolution of the EBDA is warranted to allow it to adapt its organizational structure to better align with its current strategic goals by being merged with the Kittitas County Chamber of Commerce; and

WHEREAS, the EBDA has provided services to the City through a professional services agreement for a number of years, which have included the promotion of economic development, business recruitment and retention, property management of the city's former business incubator and providing a physical presence and point of contact for business and industry interested in relocation or establishment in Ellensburg, and the City provided notice pursuant to the EBDA on July 26, 2024 that it was terminating the current agreement effective August 31, 2024; and

WHEREAS, the EBDA entered into a Memorandum of Understanding ("MOU") with the Chamber on June 6, 2024, whereby the parties agreed the EBDA would be merged and integrated into the Chamber's organization, with an effective date coinciding with the effective date of this Ordinance; and

WHEREAS, the EBDA adopted Resolution 2024-04 at its August 14, 2024 meeting, which authorized its Executive Director to take all necessary actions to effectuate the dissolution of the EBDA, as further specified in Resolution 2024-04; and

WHEREAS, the EBDA, in addition to disposing of its assets as set forth herein, will transfer all of its public records, as defined in Chapter 42.56 RCW, to the City as part of the dissolution process; and

WHEREAS, following a duly noticed public hearing held during a regularly scheduled Ellensburg City Council Meeting on September 16, 2024, the Ellensburg City Council voted to repeal Chapter 1.62 of the Ellensburg City Code by the required two-thirds majority of the Council;

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

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

Section 2. **Dissolution of EBDA**. The City Council make the affirmative finding that dissolution of the EBDA created by Ordinance 3895 and codified as Chapter 1.62 of the Ellensburg City Code, as last amended by Ordinance 4750, is warranted and shall be and is hereby dissolved. Ordinance 3895 together with the Charter of the EBDA, as of the effective date provided in Section 7 of this Ordinance, is repealed in its entirety.

Section 3. **Disposition of EBDA Assets**. All assets of the EBDA, including but not limited to real and personal property, leasehold interests, bank, savings and investment accounts, shall be transferred to the City upon adoption of this Ordinance. Thereafter, the assets may be allocated to the City and/or disposed of in such a manner to be in the City's best interests as determined by the City Manager, subject to City Council or other approval as required by local, state or federal law.

Section 4. **Authorization of the City Manager**. The City Manager or their designee is authorized directed to prepare, execute, and have executed, all documents necessary to facilitate the filing of Articles of Dissolution with the State of Washington in accordance with the requirements of RCW 24.03A.910, including but not limited to, obtaining a Tax Clearance Certificate for the EBDA as required under RCW 82.32.260. The City Manager, or their designee, shall also have full authority to exercise all powers necessary to continue the operation of those facilities of the EBDA which shall devolve back to the possession and control of the City or transfer assets of the EBDA to third parties as a result of this dissolution and in accordance with Ordinance No. 3985 and the Charter and proper provision has been made for the disposition of all EBDA assets in compliance with all local, state and federal laws and regulations.

Section 5. 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 6. 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 7. Effective Date. This ordinance shall be in force five (5) days after its passage, approval, and publication and shall take effect upon conclusion of the transfer of all assets from the EBDA to the City, or by November 30, 2024, whichever occurs first. Thereafter, the City Clerk shall provide notice of the effective date pursuant to state law and to other persons requested by the EBDA to be notified of the dissolution.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 7th day of October, 2024.

_____
MAYOR

ATTEST: _____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4944 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4944 was published as required by law.

_____
BETH LEADER

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Arts Commission Recommendation for Unity Park Call for Artist for New Permanent Artwork for Unity Park (Public Comment Opportunity)
Submitted by:	Kelle Vandenberg, Arts & Economic Development Manager
Department:	Arts Commission

Suggested Motion/Action:
Move to approve the Conceptual Artwork by artist Crista Ann Ames for Permanent Installation at Unity Park and authorize the City Manager to seek COA and negotiate terms of the agreement for the project.

Background/Summary:
As part of the ongoing development of Unity Park, a dedicated effort has been made to integrate public art into the park's design, ensuring it serves as a gathering place that reflects the values and diversity of our community. The selection panel consisted of members of the Arts Commission, one professional artist or arts professional, one member of the City of Ellensburg staff, a City Councilmember, a member of the Parks and Recreation Commission, and one community member. After an extensive review process with eleven submissions from the Pacific Northwest, local artist Crista Ames was selected to create the first permanent art piece for Unity Park. Ames, known for her thoughtful and community-centered work, has presented a conceptual design that aligns with the goals of Unity Park. The conceptual piece is 'of Ellensburg' and creates unity by connecting the community to nature and offers an engaging, interactive way to experience art in Unity Park.

Previous Council Action:
At the June 3, 2024, meeting, City Council approved the use of $46,500 from the Arts Commission reserve funding for the purchase and installation of a new permanent work of art for Unity Park. The motion was approved 6-0.

Analysis:
The selection process was conducted in three phases, beginning with a Request for Qualification (RFQ) that opened on June 14, 2024, and closed on August 2, 2024. There were eleven submissions. The panel, utilizing the criteria noted in the open RFQ, ranked the top three selected artists and invited them to submit project proposals for consideration. Each proposal included conceptual design, a detailed budget, a complete installation plan, including placement, a timeline, and up to three letters of support. The final proposals were asked to be site and place responsive, convey a unifying theme, and follow specific criteria for consideration. The three semi-finalists were selected and given the opportunity to conduct a site tour and meet with Unity Park Site Manager, Arts Commission staff, and Parks and Recreation staff. Each finalist presented their conceptual art to the panel for a review and

interview process. Based on these presentations and interviews, the selection panel chose the presentation of Crista Ann Ames for recommendation for council approval.

At the meeting on October 7, 2024, the proposed Conceptual Artwork by Crista Ann Ames will be presented to Council for review and approval.

The Certificate of Appropriateness for Unity Park design, issued by the City of Ellensburg Landmarks and Design Commission on DATE outlined the need for any future artwork to be installed at Unity Park to be approved by Landmarks & Design commission. If Conceptual Artwork is approved by Council, staff will seek a Certificate of Appropriateness in a timely manner.

Financial Impact:
Each of the three semi-finalists was provided a stipend of $500 to prepare their detailed conceptual artwork proposal. The final agreement with the selected artist will not exceed $45,000 for the project. All costs associated with the concept, design, development, construction, transportation, and installation of artwork are included in the project budget. There is no additional funding required to support this project. Council approved the use of Arts Commission reserve funding for this purpose.

Budget Adjustment: No

Attachments:
None

Agenda #11.B

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Settlement of Insurance Claim for Total Loss of Ellensburg Racquet and Recreation Center (Public Comment Opportunity)
Submitted by:	Terry Weiner, City Attorney/Assistant City Manager
Department:	City Attorney

Suggested Motion/Action:
Move to authorize City Manager's signature on Release (or in substantially similar format), accepting settlement of insurance claim for destruction of Ellensburg Racquet and Recreation Center.

Background/Summary:
The City operated the Ellensburg Racquet and Recreation Center (ERRC) at 6061 Vantage Highway since 2000, after it was donated to the City. The facility offered a number of activities, including tennis, pickle-ball, racquetball, indoor soccer, gymnastics (through rental to a third party), weight room, and facility rentals. Unfortunately, the ERRC suffered a total fire loss due to suspected arson on December 2, 2022.

The City has since determined that due to the location of the ERRC several miles outside the City limits and for other reasons, it will rebuild a new facility at Rotary Park. Partial funding has been secured, and the City is pursuing the progressive design-build method for the project, as reviewed in a related agenda item tonight seeking authorization to contract with the recommended design-builder.

Property loss coverage for the ERRC was provided through the Washington Cities Insurance Authority (WCIA), which provides pooled coverage for most cities in Washington. The policy document provides for replacement value coverage if the facility is rebuilt within two years of the loss. Otherwise, coverage may be limited to actual cash value (ACV), i.e., the depreciated value of the building as of the date of loss. The initial $1 million of coverage provided by WCIA, less the City's $25,000 self-insured retention (like a deductible) was paid shortly after the loss. The excess coverage is provided by WCIA through a group of insurance companies, including Lloyds of London, collectively referred to as "the Market."

The Market's consultants provided a detailed estimate of the ACV for the ERRC in April 2013 for both the replacement value and ACV of the building. After some negotiation, the City agreed in July 2023 to an ACV (including minor personal property losses) for the total sum of $4,768,301.63 less the $1,000,000 already paid by WCIA, for a total partial payment of $3,768,301.63.

Previous Council Action:
None on this particular issue although Council has approved several items related to moving forward with the new fieldhouse project.

Analysis:
Over the past several months, the City has been negotiating with the Market to resolve whether it would pay for the *replacement value* over and above the ACV since the fieldhouse project would obviously not be completed by December 2024 - two years from the date of loss. In addition, the City requested an adjustment to the Market's replacement value estimate of $6,584,032.48 because of changes to the state energy code. The City conducted a thorough analysis by our building code official which showed the code changes will result in a 10% increase over the Market's replacement value. The City then offered to settle its claim for the total sum of $7,242,435.728, an increase of $658,403.248 over the Market's estimate.

The Market accepted the City's settlement offer on September 27 in exchange for a release of all claims, which is attached to this report.

Financial Impact:
The additional amount of insurance recovery will need to be added to the 2024-25 revenues for the Fieldhouse Construction budget.

Budget Adjustment: No

Attachments:
1. City of Ellensburg ERRC Insurance Settlement Release

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Fieldhouse Contract with Absher/Helix (Public Comment Opportunity)
Submitted by:	Brad Case, Parks & Recreation Director
Department:	Parks & Recreation

Suggested Motion/Action:
Staff recommends that Council authorizes the City Manager to sign the agreement with Absher/Helix to perform design and construction services for the Ellensburg fieldhouse project and approve the 'Validation Period' not to exceed amount of $423,381.00 (four hundred twenty-three thousand three hundred eighty-one dollars).

Background/Summary:
In December 2022 a fire claimed Ellensburg Racquet & Recreation Center building. As a result of the fire, the planning for a new indoor recreation facility began with the focus on constructing a fieldhouse at Rotary Park. In October 2023, the Ellensburg City Council entered into a contract with the Helix Group to perform preliminary fieldhouse design work. As a result of the preliminary design work, it was determined that utilizing the progressive design-build option was the best choice for the fieldhouse project. Using the progressive design-build method has many advantages for owners, including close coordination with a selected project construction and design team, accelerated construction scheduling, early procurement of materials, and flexibility in project funding mechanisms.

With progressive design-build there are requirements the city must follow. We were required to hire outside legal counsel to assist with the process in which the City also retained Robyn Thaxton from Thaxton Parkinson PLLC (TP) to assist with the progressive design-build delivery method in the acquisition of consultants, assistance with Project Review Committee (PRC) approval, and formation of a team for the project.

As mandated by RCW 39.10.220, the fieldhouse project had to go in front of the Project Review Committee for approval. The PRC is responsible for reviewing and approving public body certifications and project approval applications for the utilization of General Contractor/Construction Manager (GC/CM) and Design-Build (DB) delivery methods of public works construction.

After receiving approval from the PRC on May 23, 2024, the City put out a 'Request for Qualifications' (RFQ) for the progressive design-builder procurement. A total of seven (7) statements of qualifications were received and rated, with the top two firms being invited to submit project proposals. The teams were instructed to address the following in their proposal:

- Overall management approach to the project
- Identify risks and challenges to the project
- Explain their approach to creating a collaborative environment for the project
- Describe their outreach approach to project stakeholders and the community at large
- Describe how they will utilize construction personnel and key subcontractors in an integrated way
- Provide an inclusion plan for businesses certified with the Washington State Office of Minority and Women's Business Enterprises, including small businesses and entities certified with the Washington Department of Veterans Affairs as subcontractors, subconsultants, and suppliers for the project.

Based on their project proposal and proposed fee, the selection team identified the team of Absher/Helix as the preferred team.

Previous Council Action:
The Council has taken the following actions related to the feildhouse;

- In October 2023, the Ellensburg City Council entered into a contract with the Helix Group to perform preliminary fieldhouse design work. As a result of the preliminary design work, it was determined that utilizing the progressive design build option was the best choice for the fieldhouse project.
- In early 2024 the City Council entered into an agreement with Thaxton Parkinson PLLC (TP) to assist with the progressive design-build delivery method in the acquisition of consultants, assistance with Project Review Committee (PRC) approval, and formation of a team for the project.
- At their April 1, 2024, meeting the City Council authorized the City Manager to sign a consultant agreement with the Wenehaw Group to serve as the city owner advisor.

Analysis:
The contract will cover the duration of the project. The first part of this contract is the 'Validation Period', which will develop a Phase 1 Not to Exceed Amount, Phase 1 completion date, the Phase 1 scope of work, a target project budget, the initial scope, and other 'Submittals for the Project'. The validation period will take place in late fall of 2024 and will last 60-90 days. During this phase, the city will engage stakeholders and gather community input and identify what program elements will be included in the building design, identify the proposed cost of the facility and elements of the facility that the city can afford to build with the funding we have secured, and develop strategies to build the facility in phases.

The City has hired the Weneha group as the project owner advisor, which is a required component when developing a project using the progressive design build method. Staff from Weneha will be in attendance at the October 7, 2024, Council meeting and will provide the Council with a detailed overview of the contract and next steps.

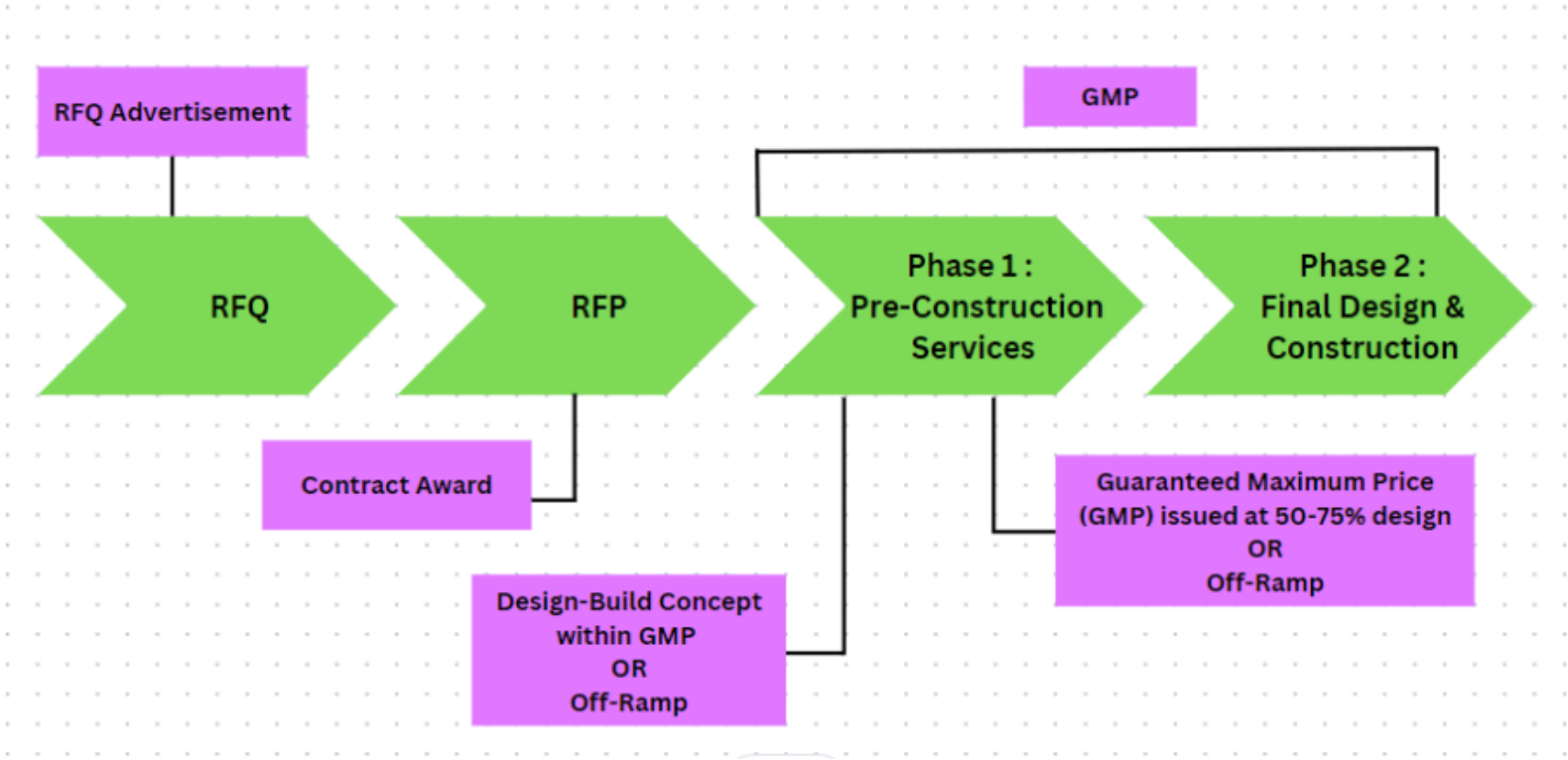
Financial Impact:
Funding for this portion of teh project is available through insurance money the city collected from the Ellensburg Racquet & Recreation Center fire.

Budget Adjustment: No

Attachments:
1. Ellensburg Fieldhouse Process Presentation-09.05.2024
2. Absher Helix DBIA Contract Document

Ellensburg Fieldhouse Process

Next Steps



Progressive Design Build Process

Now that we have a Design-Build team in place the next step is to validate the cost and method that will be used to complete the project with the funds available.

BJ0

Report produced at the end of validation will include cost of project and phasing.

Report will be presented to the commission with recommendations.

Choice will be made whether to continue with the process or not. This is the first off ramp.

Continue with project design will progress through design development and construction documents.

At the end of construction documents there will be a guaranteed maximum price (GMP) agreement. This should be the same as validation. This will be the second off ramp.

Contract Requirements

There is only one contract that is signed.

There will be various points that will require further approval.

The same points will include off ramps to stop the process.

Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

Document No. 530
Third Edition, 2022

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Washington, D.C.

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Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____ in the year of 20_____, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

City of Ellensburg, WA
501 N. Anderson St.
Ellensburg, WA

DESIGN-BUILDER:

(Name and address)
Absher Construction
123 Easy Street Suite 3A
Wenatchee, WA 98801

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Ellensburg Fieldhouse Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

1.2 The Project will be designed and constructed in Project Segments. The Project will be developed in multiple Project Segments. The first Project Segment will include the Base Project Scope, which is intended to utilize the funds available to the Owner through the insurance proceeds from the fire that destroyed the former facility. If the Owner obtains additional funding for the project, later Project Segments will include Additive Project Scope to utilize the funding and create more recreational facilities and value for the community. The Project will progress through Phase 1 and Phase 2 pursuant to Section 6.6 of the Agreement for each Project Segment, meaning that each Project Segment will include a Validation Period, a Design-Development Period, and a Final Design and Construction Period. Design-Builder will provide the deliverables set forth in Exhibit C for each Project Segment, unless otherwise noted.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, Contract Amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition, as amended) ("General Conditions of Contract"), including but not limited to the GMP Amendment in accordance with Section 6.6 herein, provided such Amendment is executed between the parties;

2.1.2 This Agreement, including all exhibits but excluding, if applicable, the GMP Amendment;

.1	Exhibit A:	Owner's Project Criteria
.2	Exhibit B1:	Insurance Exhibit – Design-Builder's Insurance Requirements
.3	Exhibit B2:	Payment Bond Form
.4	Exhibit B3:	Performance Bond Form
.5	Exhibit C:	Phase 1 and 2 Scope of Services
.6	Exhibit D:	Validation Period Level of Effort
.7	Exhibit E:	Hourly Rates, Unit Prices, and Allowance Items
.8	Exhibit F:	Contract Amendment Forms
.9	Exhibit G:	Change Order Forms
.10	Exhibit H:	OMWBE Design-Build Reporting Form

2.1.3 The General Conditions of Contract; and

2.1.4 Initial Project Scope, Design Submissions, the Design Log, and the Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract and Exhibit C for each Project Segment, the most recent approved documents governing over previously approved documents.

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Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including but not limited to the various documents comprising the Owner's Project Criteria, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or after the parties' execution of the GMP Amendment, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design or prescriptive specifications: Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications, for the purposes of developing the Scope of Services for the Validation Period, the Validation Period Not to Exceed Amount, and the Design-Builder's Fee Percentage set forth in Design-Builder's Proposal. However, during the Validation Period in Phase 1, Design-Builder is required to perform an independent evaluation of all Owner Provided Information, including but not limited to any design or prescriptive specifications as required in Exhibit C. Further, regardless of the inclusion of design or prescriptive specifications or criteria, Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Owner's Project Criteria, the Initial Project Scope, the Basis of Design Documents as well as all applicable Legal Requirements. Provided Design-Builder complies with other requirements set forth in this Agreement such as those regarding notice of claims to Owner and identification of differing site conditions, Design-Builder shall be entitled to an adjustment in the Scope of Services for the Validation Period Scope, the Validation Period Not to Exceed Amount and/or the Design-Builder's Fee Percentage, but only to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification or prescriptive specifications that are inconsistent with meeting the performance requirements.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents. The Contract Documents may not be changed, modified, or altered except in writing signed by the parties.

3.6 Design-Builder was selected based in part on the qualifications of the Key Team Members identified in the Design-Builder's Statement of Qualifications and Proposals. Design-Builder may not substitute the identified Key Team Members without written permission from Owner, such permission shall not be unreasonably withheld. Any substituted Key Team Member must possess the same or better qualifications as the previously approved Key Team Member.

Article 4

Ownership of Work Product

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall

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retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy, maintain, and furbish the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner shall not be required to pay Design-Builder compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 The Validation Period for the Base Scope Project Segment shall be completed no later than 70 days from signing of this contract. The parties will establish a date for Phase 1 Completion

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Date at the conclusion of each Validation Period and for Substantial Completion of the entire Work during Phase 1 of each Project Segment and as part of each GMP Amendment ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be determined during Phase 1 of each Project Segment. The Parties may establish separate Substantial Completion Dates for portions of the Project. For each Substantial Completion Date, the parties will comply with the process established in Section 6.6 of the General Conditions. Substantial Completion of the Project shall occur when the last portion of the Project has achieved Substantial Completion.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2. of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. The parties will establish liquidated damages for the failure to timely complete the Project during Phase 1 and will include the liquidated damages in each GMP Amendment. The parties may establish other liquidated remedies in the GMP Amendment, as applicable.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s) for which liquidated damages are established.

5.6 Owner's Review Time. Unless otherwise set forth in the Contract Documents, the parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.6.1 Owner shall have a minimum of 14 days of receipt by Owner to review all Design Submissions, the Project Schedule and any updates thereto.

5.6.2 Owner shall make reasonable efforts to review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within 21 days of receipt by Owner. If Owner is unable to review and respond within the established timeline, Owner shall provide written notice to Design-Builder.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") as set forth herein.

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.1 Subject to the provisions of the Contract Documents, the Owner shall pay Design Builder for each Phase of the Project in accordance with Section 6.6 of the Agreement. Design Builder's compensation shall be subject to the applicable Validation Period NTE, Phase 1 NTE and the GMP for each Project Segment. The Validation Period NTE, Phase 1 NTE, and the GMP for each Project Segment, shall be the maximum amount that the Design Builder may be compensated for the applicable Contract Phase, as amended pursuant to this Contract. The maximum amount that the Design Builder may be compensated pursuant to this Agreement for any given phase shall also be referred to as the Contract Price ("Contract Price"). The elements of the Design Builder's compensation, subject to the Contract Price are set forth herein. If the sum of the Design-Builder's compensation is less than the Validation Period NTE, the Phase 1 NTE and/or the GMP for each Project Segment, the savings shall go to the Owner.

.2 The parties acknowledge that the scope of work for this Project is not fully developed at the time of execution of the Agreement. The Design-Builder shall develop the Basis of Design Documents and other deliverables in Exhibit C such that the total compensation to the Design-Builder shall not exceed the GMP, unless the parties agree in writing to increase the GMP or the Design-Builder is otherwise entitled to an increase to the GMP pursuant to the terms of the Contract Documents.

6.2 Design-Builder's Fee Percentage.

6.2.1 Design-Builder's Fee Percentage shall be: three and one quarter percent (3.25%) of the Cost of the Work, as adjusted in accordance with the Contract Documents.

6.2.1.1 The Design-Builder's Fee Percentage shall include the following items, which shall not be charged as a Cost of the Work.

.1 All profit of the Design-Builder for this Project;

.2 All regional and home office overhead expenses, including labor and materials, phone, facsimile, postage, internet service, and other incidental home office expenses attributed to Work on this Project; and

.3 The Design-Builder's risk for the Project.

6.2.1.2 The Design-Builder's Fee Percentage shall not be applied to the following:

.1 Design-Builder's costs for insurance, bonding, taxes, or permits; and

.2 The Design-Builder's Contingency as defined in Section 6.4.4.1.b.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and necessarily incurred by Design-Builder in the proper performance of the Work. Unless included in the Lump Sum General Condition the Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

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6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit E and performing the function set forth in said Exhibit.

6.3.4 Unless included in Lump Sum General Conditions, costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work. Such costs must be approved in writing by Owner in advance.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants. Contracts with Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld. Payments to Subcontractors and Design-Consultants shall be consistent with the hourly rates set forth in Exhibit E.

6.3.7 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

6.3.8 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.9 Costs of removal of debris and waste from the Site.

6.3.10 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.11 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. The rental charge the applicable rental cost as established by the lower of the local prevailing rate published in the Rental Rate Blue Book by Data Quest or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. The rental rates are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as

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operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks) on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established, the Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

6.3.12 Premiums for insurance and bonds required by this Agreement or the performance of the Work are reimbursable; however, the Design-Builder's Fee Percentage shall not be applied to the cost for insurance and bond costs.

6.3.13 All fuel and utility costs incurred in the performance of the Work.

6.3.14 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work; however, the Design-Builder's Fee Percentage shall not be applied to the cost for taxes.

6.3.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents; however, the Design-Builder's Fee Percentage shall not be applied to the cost permits.

6.3.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.17 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.18 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.19 Accounting and data processing costs related to the Work.

6.3.20 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design-Builder's Contingency pursuant to Section 6.4.4.1.b.

6.4 Other Methods of Compensation

Within the Phase 1 NTE or the GMP, the parties may agree to the following methods of pricing Design-Builder's compensation.

6.4.1 Allowance Items and Allowance Values

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Exhibit E or the GMP Amendment and are included within any established NTE and the GMP, as applicable.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

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.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance directly associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and Lump Sum General Conditions Costs, and Design-Builder's Fee Percentage are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.1.4; however, Design-Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to the Changes provisions in the General Conditions. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4.2 Not To Exceed Amounts

.1 The Owner and Design Builder may establish Not to Exceed ("NTE") Amounts for specific scopes of the Work ("NTE Scopes"). Any such NTE Amount will be negotiated between the Owner and Design-Builder pursuant to Section 6.6.1.4 of the Agreement and memorialized through an NTE Amendment in the form attached as Exhibit H.

.2 For each scope of work for which a NTE Amount has been established, the Design-Builder shall be reimbursed for the NTE Scope as a Cost of the Work; however, Design-Builder's compensation shall not exceed the NTE Amount without a written Change Order.

.3 Design-Builder shall not request reimbursement for costs that are within the NTE Scope unless those costs are identified in the Payment Application as subject to the NTE Amount. Except as allowed in Section 6.4.4.1.b, costs that are within the NTE Scope that are in excess of the NTE Amount shall be the sole responsibility of the Design-Builder.

.4 NTE Amounts and NTE Scopes may only be modified by Change Order pursuant to the General Conditions.

6.4.3 Lump Sums

.1 The Owner and Design-Builder may establish Lump Sums for specific scopes of the Work. Any such Lump Sum will be negotiated between the Owner and Design-Builder. The Lump Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the scope of the Work that is subject to the Lump Sum "Lump Sum Scope";

b. An updated Schedule of Values that incorporates the Lump Sum; and

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c. Any milestone dates associated with the with the Lump Sum Scope.

.2 For each Lump Sum Scope the parties have established, the Design-Builder shall be compensated pursuant to the Schedule of Values set forth above based on the percentage of the Lump Sum Scope that has been completed, less the amount already paid to Design-Builder for the Work established in the Lump Sum.

.3 Design-Builder shall not request reimbursement for costs that are within the Lump Sum Scope unless those costs are identified in the Payment Application as subject to the Lump Sum. Except as allowed in Section 6.4.4.1.b, costs that are within the Lump Sum Scope that are in excess of the Lump Sum shall be the sole responsibility of the Design-Builder.

.4 Lump Sums may only be modified via Change Order pursuant to the General Conditions

6.4.4 Contingencies

.1 The Parties shall establish, as part of any NTE and the GMP, the following Contingencies which are available for Design-Builder's exclusive use for the below described unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). Continency Items include the costs described below, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under a Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.

(a) Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:

(i) Trade buy-out differentials;

(ii) Escalation of materials; and

(iii) Other direct Costs of the Work that are not included in the Design-Builder's Contingency, but only with the prior written consent of the Owner.

(b) Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 6.5 hereof and include but are not limited to the following items:

(i) Overtime or acceleration;

(ii) Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, design errors or omissions (excluding any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain

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recovery from the appropriate source and provide a credit to Owner if recovery is obtained;

(iii) Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder;

(iv) Subcontractor or other tier defaults to the extent not compensated by any surety or bond; or

(v) Costs that are in excess of an NTE Sum or Lump Sum.

.2 Except as set forth in Section 6.4.4.3 below, the Design-Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 6.3 of the Agreement; however, Design-Builder's compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design-Builder's Contingency in the applicable NTE or GMP without a written Change Order.

.3 Design-Builder shall not be entitled to apply the Design-Builder's Fee Percentage for items reimbursed under Section 6.4.4.1.b, the Design-Builder's Contingency.

.4 Prior to the final accounting, the Contingencies are not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase an NTE or GMP under the Contract Documents.

.5 Design-Builder shall provide Owner notice of all anticipated charges against the Contingencies and shall provide Owner as part of the monthly status report required by the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from a Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.4.5 Lump Sum General Conditions Costs

.1 If the Parties enter into the GMP Amendment, the Parties shall establish an amount for the Lump Sum General Conditions Costs. The Parties shall determine the portions of the Cost of the Work set forth in Section 6.3 that are included in the Lump Sum General Conditions Costs, and the parties shall include a description of such costs in the GMP Amendment. Unless the Parties agree in writing otherwise, the costs that will be included in the Lump Sum General Conditions Costs are as follows:

a. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work. Specifically, the following personnel are included in the Lump Sum General Conditions Amount:

i. Project Executive

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ii. Project Manger

iii. Superintendent and/or Construction Manager

iv. Quality Control Manager

v. Project Field Engineer and/or Design Manager

vi. Project Controls

vii. Project Scheduler

viii. Safety Manager

b. Wages or salaries of Design Builder's personnel stationed at Design Builder's principal or branch offices, but only to the extent said personnel are approved in advance of the performance of the Work in writing by the Owner.

c. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under this Section.

d. The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work and with the written consent of the Owner as set forth below:

i. Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at www.gsa.gov.

ii. Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed the Federal Per Diem maximum lodging rate for the location where the work is being performed.

iii. Travel: Air travel (at coach class or equivalent), airport shuttles, etc. billed at cost. Ground transportation by privately owned vehicle, if utilized, billed at the United States Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel. Expenses for a rental car (including fuel), at cost, in the ratio of one mid-size class rental car for each three Contractor's personnel directly engaged in performance of the work at the prevailing rental rates then in effect. Rental car options such as refueling fees, GPS, collision & liability insurance, etc. will not be reimbursed by the Owner unless such options are approved in advance by the Owner's Representative. Appropriate insurance coverage should be included in the Contractor's insurance policies.

e. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

f. Premiums for insurance and bonds required specifically by this Agreement or the performance of the Work by the Design Builder.

g. Accounting and data processing costs related to the Work.

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h. Fees paid by the Design-Builder for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries. The Design-Builder will remain responsible for the actual submittal of the documents to the industrial statistician and the determination of the locality of the work to confirm the appropriate classification of work. In order to receive this reimbursement, the Design-Builder will be required to submit to Owner a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

i. General administrative costs not specifically listed in this subsection, including but not limited to the following:

i. Shop Drawing Reproduction
ii. Construction Schedule & Updates
iii. Safety/Security
iv. Field Office Set-up (mobilization/demobilization)
v. Office Supplies
vi. Telephone System
vii. Telephone Service Charge
viii. Computer Network/System Set-up
ix. Courier Service
x. Postage (Fed-X, USPS)
xi. Furniture/Equipment
xii. Office Cleaning
xiii. Project Superintendent Vehicle
xiv. Computers
xv. Copy Machine
xvi. Temporary Electric Hook-up/Removal
xvii. Temporary Electric Material
xviii. Project Signage
xix. Temporary Water Hook-up/Removal
xx. Drinking Water & Supplies
xxi. Chemical Toilets
xxii. O&M Manuals
xxiii. Project Record Documents
xxiv. Field Engineering/Layout Survey

.2 For the Costs of the Work that are included in the Lump Sum General Conditions Costs, the Design-Builder shall no longer be entitled to be reimbursed for such costs as part of the Cost of the Work, and the Design Builder's sole compensation for the costs set forth in the identified General Conditions shall be through the Lump Sum General Conditions Costs.

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.3 The Owner shall have the right to examine the back-up documentation establishing the Lump Sum General Conditions Costs, including but not limited to all estimates, proposals, contracts and other financial documentation on a transparent basis.

.4 The Lump Sum General Conditions Costs shall only be modified if the Design-Builder is entitled to compensation for a delay pursuant to Section 8.2 of the General Conditions. Any modification to the Lump Sum General Conditions Costs shall be calculated as follows:

a. The Design Builder shall be entitled to receive a liquidated daily rate for extended General Conditions Costs ("Design-Builder's Delay Rate") for each day that the Contract Time for Substantial Completion is extended pursuant to Section 8.2 of the General Conditions.

   i. The Design-Builder's Delay Rate shall be calculated by dividing the Lump Sum General Conditions Costs by the number of days in the Contract Time set forth in the GMP Amendment for Phase 2.

   ii. Then, the Design-Builder's Delay Rate is multiplied by the number of days that the Contract Time is extended for Design-Builder's Delay, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

   iii. The result from the Design-Builder's Delay Rate multiplied by the number of days the project is delayed pursuant to Section 8.2 of the General Conditions is the Extended General Conditions Costs which shall be added to the Lump Sum General Conditions Costs by Change Order and paid to the Design Builder pursuant to the Schedule of Values, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

b. The Design-Builder's Delay Rate shall not apply to delays occurring after Substantial Completion is achieved.

c. The Parties agree that determining the Design Builder's damages for delay in Phase 2 would be extremely difficult or impracticable to determine and that the Design-Builder's Delay Rate, as calculated in this Section 6.4.5.4, is a reasonable estimate of and reasonable sum for such damages; therefore, the Design-Builder's Delay Rate shall be payable to the Design Builder as liquidated damages and not as a penalty.

6.4.6 Unit Prices and Hourly Rates

.1 Any Unit Prices and Hourly Rates shall be agreed upon in writing and set forth in Exhibit E to the Agreement. Design-Builder shall not charge more than a specified Unit Price or Hourly Rate than the amount set forth in Exhibit E, as modified through the Contract Documents.

.2 Once established, Unit Prices and Hourly Rates shall not be subject to audit and may only be changed by Change Order.

.3 Design-Builder must maintain a record of the number of Unit Prices and Hours billed using Hourly Rates for review by Owner.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

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.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

.3 The cost of Design-Builder's capital used in the performance of the Work.

.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 Project Phases

6.6.1 Phase 1

.1 **Compensation.** During Phase 1 for each Project Segment, the Design Builder shall be compensated for the following:

a. The Cost of the Work set forth in Section 6.3;

b. Design-Builder's Fee Percentage set forth in Section 6.2.1 multiplied by the Cost of the Work, less insurance and bonding costs and taxes costs which shall not be multiplied by the Design-Builder's Fee Percentage; and

c Contingency Items charged under Section 6.4.4.1.b.

.2 **Validation Period.** At the beginning of each Project Segment, Design-Builder shall engage in Validation of the Project information as set forth in Exhibit C, Section 2.02 (the "Validation Period").

a. **Validation Period Not to Exceed Amount.** The Validation Period Not to Exceed Amount is Four Hundred twenty-three thousand three hundred eighty one dollars ($423,381). Design-Builder guarantees that its compensation during the Validation Period of Phase 1 Project shall not exceed the Validation Period Not to Exceed Amount ("Validation Period NTE") established by the Parties. Documents used as a basis for the Validation Period NTE shall be identified in an Exhibit. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the applicable Validation Period NTE, as adjusted in accordance with the Contract Documents.

b. **Validation Period Completion Date.** The Validation Period Completion Date is 70 day from signature of this contract.

c. **Development of Phase 1 Commercial Terms.** During the Validation Period, the parties will collaboratively develop the Phase 1 Not to Exceed Amount ("Phase 1 NTE"), Phase 1 Completion Date, the Phase 1 Scope of Work, a Target Budget, a Target Schedule, the Initial Project Scope, and other Submittals for the Project as set forth in Exhibit C. At the conclusion of the applicable Validation Period, provided the parties agree on the applicable terms, the parties shall enter into a Contract Amendment to establish the Phase 1 NTE, the Phase 1 Completion Date, the Target Budget, the Target Schedule, and the Initial Project Scope and to finalize the other Submittals required by Exhibit C.

.3 **Design Development Period**. Provided the parties enter into a Contract Amendment establishing the Commercial Terms of the Design Development Period, Design-Builder shall engage in the remainder of the Phase 1 activities as set forth in the Contract Documents and the applicable Contract Amendment for the Project.

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a. **Compensation during the Design Development Period.** Design-Builder shall be compensated during the Design Development Period in the same manner as the Validation Period set forth in Section 6.6.1.1 above. Design-Builder guarantees that its compensation for the remainder of Phase 1 shall not exceed the Phase 1 NTE in the applicable Contract Amendment. Documents used as a basis for a Phase 1 NTE shall be identified as an Exhibit to the Contract Amendment. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceeds the applicable Phase 1 NTE, as adjusted in accordance with the Contract Documents.

b. **Development of the GMP Proposal.** During the remainder of Phase 1, the parties will collaboratively develop the GMP Proposal for the Project pursuant to Exhibit C.

.4 GMP Proposal. On the date set forth in the Project Schedule, , Design-Builder shall submit a GMP Proposal to Owner for the Project which shall include the deliverables set forth in Exhibit C, unless the parties mutually agree otherwise. The GMP Proposal shall include all Work necessary to complete the Project.

a. Submission of the GMP Proposal. Submission of the GMP Proposal constitutes Design-Builder's representation and agreement that it has adequately investigated the site and the project parameters, the Project is adequately defined, the Basis of Design Documents are sufficiently defined to provide an accurate GMP and Project Schedule for the Project, and subject to the assumptions and clarifications in the GMP Proposal, the Project is sufficiently clear and understandable for the Design-Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the Original GMP of the Project, except as amended pursuant to the Contract Documents.

b. Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal. To assist in the Owner's review of the GMP Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the GMP Proposal. The Owner shall make its best efforts to review any revised GMP Proposal within thirty (30) days of receipt of the revised GMP Proposal.

c. Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the terms of the GMP Proposal shall be set forth in the GMP Amendment. At the Owner's option, the GMP for the Project may be converted into a Lump Sum.

d. Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and

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the parties shall proceed in accordance with Section 6.6.1.4.c above;

ii. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof and Section 11.6 of the General Conditions.

e. Performance of Work After Submission of GMP Proposal. The Design-Builder shall not perform any Work after the submission of the GMP Proposal until the Owner has approved and signed the GMP Amendment unless the Design-Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent. If Design-Builder performs such Work, Design-Builder shall be compensated pursuant to the written approval of the Owner.

.5 Early GMPs. The parties may agree to establish a GMP for portions of the Work prior to establishing the GMP for the entire Project "Early GMP".

a. For each Early GMP, the Design-Builder will follow the process set forth in 6.6.1.5 above to establish the Early GMP, the scope associated with the Early GMP (the "Early GMP Scope"), and the schedule associated with the Early GMP Scope ("the Early GMP Schedule").

b. For each Early GMP, the parties shall determine the deliverables applicable to each Early GMP Proposal prior to its submission.

c. Early GMPs will be established through an Early GMP Amendment, which shall follow the same form as Exhibit F.

6.6.2 Phase 2, Post GMP Period

.1 Compensation. During Phase 2 for the Project, the Design Builder shall be compensated for the following, all subject to the GMP for the Project:

a. The Cost of the Work set forth in Section 6.3;

b. Design-Builder's Fee Percentage established pursuant to Section 6.2.1;

c. Any additional Lump Sum amounts established pursuant to Section 6.4.3;

d. Contingency Items charged under Section 6.4.4.1.b;

e. Design-Builder's Lump Sum General Conditions Costs established pursuant to Section 6.4.5;

f. Any Allowances established by the Parties in the GMP Amendment

g. Any Incentive payments established by the Parties in the GMP Amendment.

.2 GMP The Guaranteed Maximum Price ("GMP") is the total compensation to the Design-Builder as set forth in the GMP Amendment for each Project Segment that shall establish a binding GMP between the Parties for the Project. Design Builder agrees that it will be responsible for paying all costs of completing the Phase 2 Work for each Project Segment which exceed the GMP for the Project, as adjusted in accordance with the Contract Documents. The parties may agree to combine the GMP for any Project Segment to establish a single GMP. Execution of a GMP

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Amendment constitutes Design Builder's representation and agreement to the following:

a. The Project is adequately defined, that the Basis of Design Documents are sufficiently defined to provide an accurate GMP for the Project;

b. The Project is sufficiently clear and understandable for the Design Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the applicable GMP and within the Project Schedule; and

c. If the Work cannot be completed for the agreed GMP, any additional costs shall be the responsibility of the Design Builder, and Design Builder hereby assumes liability for such costs without reimbursement by the Owner.

.3 If the parties decide to convert any GMP into a Lump Sum, Design-Builder shall be compensated pursuant to Section 6.4.3 of the Agreement.

6.6.3 Savings and Incentives.

.1 If the sum of the actual Design-Builder's Compensation established under Section 6.1.2 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall go 100% to the Owner.

.2 The Parties may establish Incentive payments to the Design-Builder as part of the GMP Amendment.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the fifteenth (15th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If the parties have established a Lump Sum, the Design-Builder shall be paid pursuant to Section 6.4.3.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage pursuant to RCW Chapter 60.28, and Owner shall release such retainage pursuant to state law. Pursuant to RCW Chapter 60.28, the Design-Builder may submit a bond in lieu of the retainage that the Owner would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided in a form acceptable to the Owner. In the event the Design-Builder fails at any time to pay persons protected under RCW Chapter 60.28 or the Owner has reason to believe that the Owner or other obligee under the bond has a claim against the retainage or for other good cause, the Owner may, at its option, resume retaining from monies earned by the Design-Builder in such amount as it would otherwise be entitled to retain had the bond not been accepted.

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Notwithstanding the Owner's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Design-Builder. After the Design-Builder has paid protected persons or otherwise cured any default, the Owner may, at its option, again release retainage pursuant to the terms of the bond. Any costs associated with the Bond in Lieu of Retainage shall be Design-Builder's sole responsibility.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment pursuant and subject to RCW Chapter 60.28 and RCW Chapter 39.08 and all applicable laws and regulations, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.8.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the statutory rate of interest.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an Open Book Basis relative to Costs of the Work and all other reimbursable costs set forth in the Agreement.

7.5.1 Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants, the Washington State Auditor, and other governmental agencies entitled to audit the records shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

7.6 Public Records Act. The Owner is subject to the disclosure obligations of the Washington State Public Records Act of RCW 42.56. Design-Builder expressly acknowledges and agrees that Submittals by the Design-Builder pursuant to the Contract Documents as well the Statement of Qualifications and Proposal and any information Design-Builder submits with its Statement of Qualifications and Proposal is subject to public disclosure pursuant to the Public Records Act or other applicable law and the Owner may disclose Design-Builder's Statement of Qualifications and Proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law. If a public disclosure request pursuant to RCW 42.56 is made to Owner requesting Confidential Information designated by the Design-Builder under Section 13.1.1 of the General Conditions, Owner will provide written notice to Design-Builder within five Days of receipt of such public disclosure request. Design-Builder will be provided the opportunity to review the public disclosure request and provide a defense to disclosure of any Confidential Information that is designated by Design-Builder. Design-Builder will provide the defense to such disclosure at its sole expense, including but not limited to all costs, attorneys' and expert witness fees, court costs and expenses, and any other cost associated with the defense of the disclosure of such Confidential Information. Design-Builder will be bound by any final determination made pursuant to RCW 42.56 regarding disclosure.

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Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

8.1.1 The Design-Builder's Fee Percentage on the sum of items set forth in Section 11.6.1 of the General Conditions

8.1.2 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions, shall not exceed the total GMP.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Heath Gardner Project Executive
100 N Morin St Suite 201
Kennewick, WA 99336
(509) 619-5206

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Jake Hartwig Project Manager
100 N Morin St Suite 201
Kennewick, WA 99336
(702) 672-2332

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Aaron Binger Project Executive
123 Easy Street Suite 3A
Wenatchee, WA 98801
(509) 242-3613

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9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

John Vandervate Senior Project Manager
123 Easy Street Suite 3A
Wenatchee, WA 98801
(253) 307-1407

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Upon execution of the Contract, Design-Builder shall provide performance and payment bonds pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the applicable Validation NTE in the form set forth in Exhibit B. Upon execution of each Contract Amendment increasing the amount of a Not to Exceed Amount or the GMP, Design-Builder shall provide a performance and payment bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the increase of the Not to Exceed Amount or the GMP, as applicable, in the form set forth here in Exhibit B.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.2 Wages.

11.2.1 The Design-Builder and its Subcontractors, Consultants and Sub-Consultants shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the applicable state prevailing wage rate required by (RCW Chapter 39.12). In the event the applicable wage rate(s) required to be paid by the Design-Builder and its Subcontractors, Consultants and Sub-Consultants change during the performance of this Contract, an adjustment shall be made so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12). Notwithstanding the foregoing, the Owner shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law, except as required by state law. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Design-Builder's responsibility to verify the applicable prevailing wage rate.

11.2.2 Before payment is made by the Owner to the Design-Builder for any Work performed by Design-Builder or any Subcontractor, Consultant or Sub-Consultant whose work is included in the Application for Payment, the Design-Builder shall submit, or shall have previously submitted, to the Owner a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of employees, laborers, workers, or mechanics employed for the Work by Design-Builder, Consultants, Subcontractors and Sub-Consultants. The "Statement of Intent to Pay Prevailing Wages" shall, at a minimum, include: (1) the Design-Builder's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim

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submitted by the Design-Builder for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the Owner.

11.2.3 Design-Builder's Subcontractors required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.4 Prior to release of the retainage, the Design-Builder shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Design-Builder and every Consultant, Sub-Consultant, and Subcontractor of any tier that performed work on the Project.

11.2.5 Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

11.2.6 Each Application for Payment submitted by Design-Builder shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copied of the approved intent statements(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.7 In compliance with WAC Chapter 296-127, Design-Builder shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

11.2.8 Consistent with WAC 296-127-320, the Design-Builder and all Consultants, Sub-Consultants and Subcontractors shall submit a certified copy of payroll records if requested.

11.3 Hours of Labor

11.3.1 Design-Builder shall comply with applicable provisions of RCW Chapter 49.28, and such provisions are incorporated herein by reference.

11.3.2 RCW 49.28 permits entities performing public works contracts to enter into an agreement where employees work up to ten hours in a calendar day, subject to the provisions of the statute. No such agreement may provide that employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees.

11.4 Off Site Prefabricated Items.

11.4.1 In accordance with RCW 39.04.370, Design-Builder shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the contract and produced outside Washington as a part of the Affidavit of Wages Paid form filed with the Washington State Department of Labor and Industries.

11.5 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the

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presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11.6 Business Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers are properly licensed to perform the work for which they are contracted and have all applicable business licenses, including but not limited to any licenses or registrations required by the State of Washington and any other regulatory authority. Design-Builder shall be solely responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration.

11.7 Contractor's Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers performing construction work are properly licensed pursuant to RCW 18.27.

11.8 Apprenticeship. The requirements for use of apprentices shall be in accordance with RCW 39.04.320.

11.9 Submission of Information Regarding Utilization and Inclusion

11.9.1 Design-Builder and its subcontractors and designers shall submit to Owner and project information required by RCW 39.10.320 regarding plans for inclusion of underutilized businesses as subcontractors and suppliers including, but not limited to, businesses certified by the Office of Minority and Women Business Enterprises ("OMWBE"), Veteran Certified Businesses, and Small Businesses.

11.9.2 Design-Builder shall submit to Owner and the Washington State Office of Minority and Women's Business Enterprises its utilization of businesses certified by the OMWBE and Veteran Certified Businesses as required in RCW 39.10.330(8).

11.10 No Party is Drafter

Each party has had an opportunity to negotiate the provisions of this Agreement and its Exhibits and attachments, and neither party shall be construed as the drafter.

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]

☐ Any claims, disputes or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
_____	_____
(Name of Owner)	*(Name of Design-Builder)*
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed Name)	*(Printed Name)*
_____	_____
(Title)	*(Title)*
Date: _____	Date: _____

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Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535
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Washington, D.C.

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Article 1
General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Additive Project Segment* is any Project Segment after the Base Project Segment.

1.2.2 *Additive Project Scope* is the Project Scope for any Additive Project Segment.

1.2.3 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition, as revised).

1.2.4 *Allowance Item* is a description of the subject of an Allowance Value established pursuant to Section 6.4.1 of the Agreement.

1.2.5 *Allowance Value* is the amount established for an Allowance Item pursuant to Section 6.4.1 of the Agreement.

1.2.6 *Application for Payment* is the Submittal from the Design-Builder supporting payment pursuant to Article 7 of the Agreement.

1.2.7 *Base Project Segment* is the first Project Segment of the Project that encompasses the Base Project Scope.

1.2.8 *Base Project Scope* is the Project Scope for the Base Project Segment that is intended to maximize the available funding from the insurance proceeds and provide a replacement facility for the Project.

1.2.9 *Basis of Design Documents* are the documents set forth in Section 3.04.F of Exhibit C.

1.2.10 *Change Order* is a written instrument issued after execution of the Agreement signed by Owner and design Builder pursuant to Article 9 of the General Conditions.

1.2.11 *Commercial Terms* are any documents that establish an agreement between the parties regarding a maximum cost, a scope of work, or a schedule, including but not limited to the GMP, an Early GMP, Not to Exceed Amount, Lump Sum, Hourly Rate, Contract Time, Target Budget, Target Schedule, Owner's Project Criteria, Initial Project Scope, or Basis of Design Documents.

1.2.12 *Contingencies* are the amounts available for Design-Builder's use and are defined in Section 6.4.4 of the Agreement. The Cost of the Work Contingency is defined in Section 6.4.4.a. The Design-Builder's Contingency is defined in Section 6.4.4.b

1.2.13 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Owner's Project Criteria and the Basis of Design Documents unless a deviation from the Owner's Project Criteria or Basis of Design Documents (as applicable) is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.14 *Contract Amendment* is a written amendment to the Contract Documents that incorporates additional terms into the Contract Documents. Later Contract Amendments govern over earlier

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Contract Amendments.

1.2.15 *Contract Price* shall mean the maximum amount that the Design-Builder may be compensated pursuant to this Agreement for any given phase.

1.2.16 *Contract Time* consists of the dates set forth in Article 5 of the Agreement.

1.2.17 *Date of Commencement* is the date set forth in Section 5.1 of the Agreement.

1.2.18 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.19 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.20 *Design-Builder's Delay Rate* is the amount established in Section 6.4.5.4 of the Agreement.

1.2.21 *Design-Builder's Fee Percentage* is the percentage set forth in Section 6.2.1 of the Agreement.

1.2.22 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.23 *Design Log* is a log of Reliable Decisions agreed upon by the parties. The Design Log supplements the Owner's Project Criteria, the Initial Project Scope, and Basis of Design Documents, as applicable

1.2.24 *Design Development Period* is the period in Phase 1 that is described in Section 6.6 of the Agreement.

1.2.25 *Design Submission or Submittal* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder (1) to the Owner under the Contract Documents; or (2) developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

1.2.26 *Early GMP* is a GMP for a portion of the Work that is established prior to the establishment of the GMP for the entire Work as set forth in Section 6.6.1.6 of the Agreement.

1.2.27 *Early GMP Schedule* is the Schedule for progress and completion of an Early GMP Scope.

1.2.28 *Early GMP Scope* is the Scope of Work for an Early GMP.

1.2.29 *Extended General Conditions Costs* the result from the Design-Builder's Delay Rate multiplied by the number of days the project is delayed pursuant to Section 8.2 of the General Conditions as set forth in Section 6.4.5.4 of the Agreement.

1.2.30 *Final Completion* of the entire Project shall be deemed to have occurred when all of the following have occurred:

(a) All requirements for Final Completion of the Project have been achieved and Punch List Completion has been fully satisfied;

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(b) Owner shall have received and accepted a final certificate of occupancy allowing use and occupancy of the Project

(c) Owner shall have received and accepted all Construction Documents, Record Documents, as-built schedule, right-of-way record maps, surveys, test data and other deliverables required under the Contract Documents;

(d) Design-Builder shall have delivered all operating manuals, warranties and other deliverables required by the Contract Documents;

(e) All special tools, equipment, furnishings and supplies purchased and/or used by Design-Builder as provided in this Contract have been delivered to Owner and all replacement spare parts shall have been purchased and delivered to Owner free and clear of Liens

(f) All of Design-Builder's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Completion) shall have been satisfied in full or waived in writing by Owner;

(g) Design-Builder shall have delivered to Owner a Notice of Final Completion for the Project;

(h) Design-Builder has submitted to Owner and the Washington State Office of Minority and Women Business Enterprises the Design-Build Reporting Form as set forth in Exhibit H; and

(i) All other conditions to Final Completion in this Contract shall have been satisfied.

.1 Owner will issue a Certificate of Final Acceptance to Design-Builder at such time as Owner determines that Final Acceptance has occurred.

.2 Final Completion will not prevent Owner from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall it prevent Owner from recovering from Design-Builder, its Surety(ies), or other provider of performance security or any combination of the foregoing, overpayment or other costs sustained for failure of Design-Builder to fulfill the obligations under the Contract Documents.

1.2.31 *Force Majeure Events* mean any of the following events (provided such events are beyond the reasonable control of the Design-Builder and are not due to an act or omission of the Owner) which materially and adversely affects the Design-Builder's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by the Design-Builder:

(a) Any earthquake exceeding 3.5 on the Richter scale epicentered within 25 miles of the specific location of damage on the Site, any earthquake exceeding 5.0 on the Richter scale epicentered within 50 miles from the specific location of damage on the Site, and any earthquake exceeding 6.5 on the Richter scale epicentered within 75 miles from the specific location of damage on the Site, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;

(b) Any blockade, rebellion, or war;

(c) Any riot, act of terrorism, or civil commotion in the Project location;

(d) Any lawsuit seeking to restrain, enjoin, challenge or delay the construction of the Work or the granting of any Regulatory Approval of the Work that is not the result of a change set forth in Section 2.5 of the General Conditions;

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(e) Except as set forth in Section 2.5 of the General Conditions, the suspension of Work at the Site ordered by a Governmental Entity due to an epidemic or pandemic;

(f) Unusually Adverse Weather; or

(g) Industry wide strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions that are the not the result of Design-Builder's actions;.

1.2.32 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition, as revised).

1.2.33 *GMP Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1 of each Project Segment that establishes the Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties

1.2.34 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of the Agreement.

1.2.35 *Guaranteed Maximum Price* ("GMP") is the total compensation to the Design-Builder as set forth in the GMP Amendment that shall establish a binding GMP between the Parties for the Project pursuant to Section 6.1.1 of the Agreement.

1.2.36 *Hazardous Materials*, including "hazardous substances" and "hazardous waste," means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq., each as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil excluding de minimus amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground).

1.2.37 *Hourly Rates* are the amounts per hour established pursuant to Section 6.4.6 of the Agreement.

1.2.38 *Initial Project Scope* is the scope of the project that the parties collaboratively establish at the conclusion of the Validation Period that represents the parties' best determination of an achievable project scope within the Target Budget

1.2.39 *Key Team Members* mean those individuals and position descriptions identified by Design-Builder during the project procurement and other individuals identified as Key Team Members with the agreement of both parties, such agreement shall not be unreasonably withheld.

1.2.40 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.41 *Liens* mean any pledge, Lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the

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nature of a security instrument and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).

1.2.42 *Lump Sum* is the amount established by the Parties pursuant to Section 6.4.3 of the Agreement.

1.2.43 *Lump Sum General Conditions Costs* is the amount established by the Parties pursuant to Section 6.4.5 of the Agreement.

***1.*2.44** *Lump Sum Scope* is the description of the scope of the Work subject to the Lump Sum established pursuant to Section 6.4.3 of the Agreement.

1.2.45 *Nonconforming Work* is any Work that is found to not be in conformance with the Contract Documents.

1.2.46 *Not to Exceed Amount* is an amount that is established pursuant to Section 6.4.2 of the Agreement.

1.2.47 *Not to Exceed Scope* is the scope of Work subject to the Not to Exceed Amount established by the parties pursuant to Section 6.4.2 of the Agreement.

1.2.48 *OMWBE* means the Washington State Office of Minority and Women Owned Businesses.

1.2.49 *Open Book Basis* means providing the Owner all underlying assumptions, price quotes and data associated with pricing or compensation (whether of the Design-Builder or the Owner) or adjustments thereto, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, and other items reasonably required by the Owner to satisfy itself as to the reasonableness of the amount.

1.2.50 *Original GMP is the GMP set forth in the GMP Amendment*

1.2.51 *Owner's Budget* is the amount of money set aside by the Owner for the Project.

1.2.52 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.53 *Owner Provided Information* is any document or information provided by the Owner at any time, including but not limited to the Request for Qualifications, Request for Proposals, or Owner's Criteria.

1.2.54 *Project Schedule* is the schedule provided by the Design-Builder and approved by the Owner pursuant to the General Conditions and Exhibit C

1.2.55 *Project Segment* is any portion of the Project that the parties determine will be scoped, priced, and constructed separately.

1.2.56 *Reliable Decision* is a decision, development, or election that refines the Owner's Project Criteria or Basis of Design Documents, that is approved by the Owner and that is set forth in the Design Log. A Reliable Decision cannot change the Owner's Project Criteria or Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent design, development and Construction Documents shall be

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consistent.

1.2.57 *Schedule of Values* is the submission required pursuant to Section 6.1 of the General Conditions and Exhibit C.

1.2.58 *Site* are those areas designated in writing by the Owner for performance of the Work and such additional areas as may, from time to time, be designated in writing by the Owner for the Design-Builder's use in performance of the Work. For purposes of insurance (subject to any notification and other requirements imposed by the insurer(s) for approval), indemnification, safety and security requirements, the prevailing wage requirements, and payment for use of equipment, the term "Site" shall also include (a) the field office sites, (b) any property used for bonded storage of material for the Project approved by the Owner, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by the Design-Builder or Subcontractors covered by the worker's compensation policy included in the insurance described in Exhibit B, but excluding any permanent locations of Design-Builder or such covered Subcontractors..

1.2.59 *Small Businesses are* those defined by RCW 39.04.010.

1.2.60 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include Design Consultants, materialmen and suppliers.

1.2.61 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include Design Subconsultants, materialmen and suppliers.

1.2.62 *Substantial Completion* or *Substantially Complete* means\

(a) The Design-Builder has completed the Work or designated portion of the Work, in accordance with the Contract, such that the Project is in a condition that it can be used in a normal and safe manner, subject only to Punch List items and other Work that do not affect the ability to occupy the Project or designated portion thereof for such normal use and operation;
(b) The Project or designated portion thereof is sufficiently completed in accordance with the Contract, as modified by any executed Change Orders, so that it can be used for its intended purpose;
(e) All conditions to acceptance by utility Owners have been satisfied or waived, and any waivers approved by the Owner, in its sole discretion;
(d) The Design-Builder has completed commissioning the Work or designated portion thereof in accordance with the commissioning requirements in the Contract Closeout Plan set forth in Section 3.12 of Exhibit C, and the commissioning tests have been successfully performed and satisfied (subject to such commissioning which is identified in the commissioning requirements to be conducted after Substantial Completion);
(e) To the extent applicable, all authorities having jurisdiction have confirmed and issued all pertinent approvals or other documents in respect thereof that the building and structures on the Site applicable to the portion of the Work for which Substantial Completion is sought are ready for occupancy; and
(f) All other conditions to Substantial Completion in the Contract shall have been satisfied.

1.2.63 *Target Budget* is the estimate for the GMP that is collaboratively established by the parties after the conclusion of the Validation Period that represents the parties' best determination of an achievable GMP.

1.2.64 *Target Schedule* is the estimated Project Schedule collaboratively established by the

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parties at the conclusion of the Validation Period that represents the parties' best determination of an achievable Schedule.

1.2.65 *Trend* is an issue identified in the Trend Log

1.2.66 *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause any Commercial Term to be modified or cause the Contract Time to be exceeded.

1.2.67 *Underutilized Business* means businesses that are traditionally underutilized in the construction industry including but not limited to businesses certified by OMWBE, Veteran Owned Businesses, as well as small, regional, and local businesses.

1.2.68 *Unit Prices* Are the prices established for specific units of Work as set forth in Section 6.4.6 of the Agreement.

1.2.69 *Unusually Adverse Weather* means weather that satisfies all of the following conditions:

(a) Unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred and could not have been reasonably anticipated, documented by 10-year climatological data obtained by the U.S. National Oceanic and Atmospheric Administration from the nearest nationally recognized reporting station to the Site;

(b) Unanticipated for the time of year;

(c) Occurring at the Site; and

(d) Having a materially adverse effect on the scheduled Work.

1.2.70 *Validation Period* is the time period established in Section 6.6 of the Agreement to accomplish the tasks set forth in Exhibit C, Section 2.02 for the Project.

1.2.71 *Veteran Owned Business* is one certified by the Washington State Office of Veterans' Affairs.

1.2.67 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services, incidentals, and labor whether expressly required by or reasonably inferable from the Contract Documents.

1.2.68 *Work Group* is a team of individuals with representatives from both the Owner and Design-Build Team that are responsible for developing Design Submissions, updated estimates, and updated schedules for the applicable Design Submissions Package.

Article 2
Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with reports detailing the progress of the Work as set forth in Exhibit C, including but not limited to (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require

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resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency accounts; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). In addition to the frequency set forth in Exhibit C, status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Design-Builder shall prepare and submit the schedules and deliverables set forth in Exhibit C, including but not limited to the Project Schedule for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by Exhibit C and the conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule and other deliverables provided by Design-Builder shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement any procedures additional to Exhibit C, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 Representatives of the Design-Build Team, including at a minimum of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the information required in Exhibit C and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within three days of meeting.

2.1.6 Design-Builder hereby assigns to Owner all its interest in first-tier subcontracts now or hereafter entered into by Design Builder for performance of any part of the Work. The assignment will be effective upon acceptance by Owner in writing and only as to those subcontracts which the Owner designates in writing. The Owner may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Design Builder's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with Design Builder and may not be withdrawn prior to Final Completion.

2.2 Design Professional Services.

2.2.1 Owner does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of the Agreement, Design-Builder acknowledges that Owner has no such intent. Design-Builder shall, consistent with applicable state licensing laws, furnish through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant

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prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights. Design-Builder assumes responsibility to Owner for the proper performance of the Work of the Design Consultants and any Sub-Consultant and any acts and omissions in connection with such performance.

2.2.3 Any references in the Contract Documents to Design-Builder's responsibilities or obligations to "perform" the design portions of the Work shall be deemed to mean that Design-Builder shall "furnish" the design for the Project.

2.3 Standard of Care for Professional Services.

2.3.1 The standard of care for all professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the Work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

2.3.2 Design Builder shall perform all activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents.

2.4 Design Development Services.

2.4.1 Design-Builder shall provide the Design Submissions set forth in the Contract Documents. Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1 as well as the Commercial Terms. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time and are consistent with the Owner's Project Criteria, the Design Log and Basis of Design Documents, as applicable. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder

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and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.1.5 The Design-Builder shall provide an updated cost model for the Project periodically as required in Exhibit C. The Design-Builder shall also schedule and facilitate a one-day review meeting with the Owner to present and summarize changes in the Design Submission, changes to the scheduled Milestone dates and present an overview of cost model.

2.4.1.6 Design Log. A Design Log, including a full listing of Reliable Decisions and all changes to the Initial Project Scope and Basis of Design Documents, will be maintained by the Design-Builder and provided to all attendees for review.

a. Both parties must agree to include a Reliable Decision in the Design Log.

b. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.

c. Once a Reliable Decision in the Design Log is approved in writing by the Owner, it shall be binding on the Design-Builder as if set forth in the Initial Project Scope or Basis of Design Documents.

d. The Design Log is for the sole purpose of tracking the development of the Design Submissions.

e. If a Reliable Decision will cause a change in the Owner's Project Criteria, the Initial Project Scope or Basis of Design Decisions, or any of the Commercial Terms, such changes must be processed pursuant to Articles 9 and 10.

2.4.1.7 Trend Log. If either party does not know the extent to which a Design Submission or other potential change will alter a Commercial Term, either party may request in writing to identify a Trend in the Trend Log.

a. The request to include a Trend in the Trend Log must include the following information:

i. Identification of the portion of the Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;

ii. The estimated change in the applicable Commercial Term; and

iii. Potential impacts or changes to the Initial Project Scope or Basis of Design Documents as a result of the Trend.

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b. Both parties must consent in writing to include the Trend in the Trend Log. The Design-Builder will track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.

c. The parties will work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Log is resolved and the resolution changes the Initial Project Scope or Basis of Design Documents and/or any Commercial Term, the resolution shall be memorialized in a Change Order. If the resolution does not change the Initial Project Scope or Basis of Design Documents and/or any Commercial Term, it shall be removed from the Trend Log.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified by the parties and recorded as set forth in the Contract Documents. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above and Exhibit C. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of Design Submissions, meeting minutes, the Design Log, the Trend Log, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, the Design Log, the Trend Log, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements that directly affect the Work that are enacted after the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Unless the parties have identified permits in an Owner's Permit List attached either as an exhibit to the Agreement or as part of the Owner's Project Criteria or Basis of Design Documents, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

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2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 The Design-Builder shall assemble and install all equipment according to the applicable manufacturer's installation instructions. Work that does not conform to the applicable instructions and/or any resulting errors in assembly or installation shall be corrected by the Design-Builder. If the Owner determines that the Design-Builder has incorrectly assembled, installed and/or damaged any such equipment, the Design-Builder shall, at its own expense, furnish a competent manufacturer's representative to assist, instruct and approve the Design-Builder's corrected work.

2.7.4 If any materials or equipment are stored by Design-Builder, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Design-Builder shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the Owner.

2.7.5 Design-Builder is responsible for verifying that any equipment supplied by the Owner is in working order and sufficient for the purposes for which it was intended in the Project. If equipment furnished by Owner is not in working order or is not sufficient for the Project, Design-Builder shall notify Owner immediately, and Owner shall either repair or replace the equipment, at Owner's sole discretion. Design-Builder is responsible for the proper installation of the equipment furnished by Owner.

2.7.6 Design-Builder shall provide appropriate security for the Site, and shall take all reasonable precautions and provide protection to prevent damage, injury, vandalism, theft, and loss to the Work, equipment and materials used to perform the Work, real property within the Site, and other property at or on the Site, whether owned by Design-Builder, Owner, or any other third party.

2.7.7 Design-Builder shall maintain, rebuild, repair, restore or replace all Work (including plans and specifications, and materials, equipment, supplies and maintenance equipment which are purchased for permanent installation in, or for use during construction of, the Project, regardless of whether the Owner has title thereto) that is injured or damaged prior to Substantial Completion. Following Substantial Completion, Design-Builder shall continue to have responsibility to maintain, build, repair, restore or replace all Work not 100% completed at Substantial Completion, until Owner accepts maintenance responsibility with respect to such Work. Except as provided in Section 2.7.7.2, all remaining elements of the Project shall be considered accepted for maintenance purposes as of the Final Acceptance Date. Maintenance responsibility under this Section 2.7.7 includes rebuilding, repairing and restoring all other property at the Project Site whether owned by Design-Builder, Owner or any other Person.

.1 With respect to Work on property not owned by Owner, Design-Builder's obligations under this Section 2.7.7 shall terminate upon acceptance of such Work by the property owner and the Owner.

.2 During the period after Substantial Completion until Final Acceptance, the Owner

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may issue a Change Order under Article 9 requiring Design-Builder to continue to have responsibility for maintaining, rebuilding, repairing, restoring and replacing Work accepted by Owner, provided, however, no Change Order is required in connection with direction to proceed with Warranty Work.

2.7.8 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.9 Inspections. Design-Builder shall inform Owner of any part of the Work which is about to be covered and offer a full and adequate opportunity to Owner to inspect and test such part of the Work before it is covered. At all times before Final Completion, Design-Builder shall remove or uncover such portions of the finished construction Work as directed by Owner. After examination by the Owner Representative and any other Persons designated by Owner, Design-Builder shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then uncovering, removing and restoring the Work and recovery of any delay to any Critical Path occasioned thereby shall be at Design-Builder's cost and Design-Builder shall not be entitled to any adjustment to the Contract Price or any time extension or any other relief. Furthermore, any Work done or materials used without adequate notice to and opportunity for prior inspection by Owner (if applicable) or without inspection in accordance with the Contract Documents may be ordered uncovered, removed or restored at Design-Builder's cost and without an adjustment to the Contract Price or a time extension, or any other relief, even if the Work proves acceptable after uncovering. Except with respect to Work done or materials used as described in the foregoing sentence, if Work exposed or examined under this Section 2.7.8 is in conformance with the requirements of the Contract Documents, then any delay in any Critical Path from uncovering, removing and restoring Work shall be considered an Owner-Caused Delay, and Design-Builder shall be entitled to a Change Order for the reasonable cost of such efforts and recovery of any delay to any Critical Path occasioned thereby.

2.7.10 Title. Design-Builder warrants that it owns, or will own, and has, or will have, good and marketable title to all materials, equipment, tools and supplies provided, or to be provided, by it and its Subcontractors that become part of the Project or are purchased for Owner for the operation, maintenance, rebuild, repair or replacement thereof, free and clear of all Liens.

.1. Title to all such materials, equipment, tools and supplies delivered to the Site shall pass to Owner, free and clear of all Liens, upon the sooner of (a) incorporation into the Project, or (b) payment by Owner to Design-Builder of invoiced amounts pertaining thereto.

.2 Notwithstanding any such passage of title, Design-Builder shall retain sole care, custody, and control of, and risk of loss with respect to, such materials, equipment, tools and supplies and shall exercise due care with respect thereto until Final Acceptance or until Design-Builder is removed from the Project.

2.8 Subcontractors and Labor

2.8.1 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

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Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Subcontractor of any tier.

2.8.2 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.8.3 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.8.4 Design-Builder shall ensure that each Subcontract (at all tiers) shall include those terms that are specifically required by the Contract Documents to be included therein as well as such additional terms and conditions as are sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Contract Documents, including but not limited to the following provisions:

.1 Effective procedures for timely resolution of claims and disputes, including an agreement by the Subcontractor to participate in any dispute proceeding pursuant to Article 10, if such participation is requested by Owner;

.2 A standard of professional responsibility or a standard for quality equal to or better than the requirements of the Contract Documents;

.3 A requirement to maintain usual and customary books and records for the type and scope of operations of the business in which the Subcontractor is engaged;

.4 A provision permitting audits to be conducted by the Design-Builder and Owner according to the terms of the Contract;

.5 A requirement to provide progress reports to the Design-Builder appropriate for the type and scope of Work performed and to meet the requirements of Exhibit C;

.6 A requirement that the Subcontractor maintain all appropriate licenses and registrations;

.7 A provision prohibiting assignment of the Subcontract without the Design-Builder's written consent;

.8 The following provision: "Nothing contained herein shall be deemed to create any privity of contract between Owner and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of Owner to the Subcontractor except those allowed under Washington law. In the event of any claim or dispute arising under the Subcontract and/or Design-Builder's contract with Owner, the Subcontractor shall look only to Design-Builder for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against Owner arising out of the Subcontract or otherwise arising in connection with the Subcontractor's Work."; and

.9 Provisions in form and substance satisfactory to Owner, (a) Owner is a third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit, and (b) all guarantees and warranties, express or implied, shall inure to the benefit of Owner, and its respective successors and assigns.

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2.9 Design-Builder's Responsibility for Project Safety.

2.9.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.9.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.9.3 Design-Builder's responsibility for safety under this Section 2.9 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.10 Design-Builder's Warranty.

2.10.1 Design-Builder warrants to Owner that (i) the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship, (ii) the Project shall be fit for use for the purposes, objectives, functions, uses and requirements set out in or reasonably inferred from this Contract, and (iii) the Work shall meet all of the requirements of the Contract Documents. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11 Correction of Defective Work.

2.11.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents ("Nonconforming Work"), including that part of the Work subject to Section 2.10 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.11.2 Nonconforming Work rejected by Owner shall be removed and replaced so as to conform to the requirements of the Contract Documents, at Design-Builder's cost and without any adjustment to the Contract Price or time extension or any other relief; and Design-Builder shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that Owner may not have discovered the Nonconforming Work shall not constitute an

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acceptance of such Nonconforming Work. Design-Builder shall, within seven (7) days of receipt of written notice from Owner of Nonconforming Work, take meaningful steps to commence correction of such Nonconforming Work, including the correction, removal or replacement of the Nonconforming Work and any damage caused to other parts of the Work affected by the Nonconforming Work. If the correction of Nonconforming Work cannot be completed within such seven (7) day period, Design-Builder must (a) provide a schedule for correcting the Nonconforming Work and (b) commence and diligently prosecute such correction in accordance with the approved schedule to completion. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such Nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the Nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.11.3 Owner may agree to accept any Nonconforming Work without requiring it to be fully corrected. In such event, Owner shall be entitled to reimbursement of a portion of the Contract Price (which shall also reduce the GMP) in an amount equal to the greater of: (a) the amount deemed appropriate by Owner to provide compensation for future maintenance and/or other costs relating to the Nonconforming Work, or (b) 100% of Design-Builder's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement (plus an administrative charge equal to 10% of the costs and expenses) shall be payable to Owner within ten days after Design-Builder's receipt of an invoice therefor. Alternatively, Owner may deduct the amount of such costs and expenses (plus an administrative charge equal to 10% of the costs and expenses) from any sums owed by Owner to Design-Builder pursuant to this Contract. Design-Builder acknowledges and agrees that Owner shall have sole discretion regarding acceptance or rejection of Nonconforming Work and the amount payable in connection therewith. Payment, reimbursement or deduction of the amounts owing to Owner under this Section 2.11.3 shall be a condition precedent to the acceptance of the applicable Nonconforming Work.

2.11.4 The one-year period referenced in Section 2.11.1 above applies only to Design-Builder's obligation to correct Nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.12 Contract Phases

2.12.1 Phase 1. Phase 1 shall commence upon Notice to Proceed from the Owner and shall end on the Phase 1 Completion Date as set forth in the Target Schedule, collaboratively established pursuant to Exhibit C. The services provided by the Design-Builder during Phase 1 shall be established in Exhibit C.

.1 In Phase 1, the Design-Builder shall carefully and thoroughly examine the information set forth in Exhibit C, the existing site conditions, and any other information provided by the Owner with respect to the Project. Such information includes, but is not limited to, as-built drawings of the existing facilities; necessary testing of existing facilities; geotechnical and other site conditions; and legal, permitting, and regulatory requirements and restrictions

.2 The Design-Builder may not rely on information provided by the Owner and must validate all information provided by the Owner during Phase 1 as set forth in Exhibit C.

.3 The Design-Builder shall provide the submissions set forth in Exhibit C on an open book and transparent basis. In addition, the Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents, agree upon the quantity and level of development for Design Submissions that the Owner may wish to review, which Design Submissions may include Milestone Design Submissions, design

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criteria, drawings, diagrams and specifications setting forth the Project requirements. Design Submissions shall be consistent with the Commercial Terms, as they may develop through the design process set forth in the Contract Documents.

.4 If the Design-Builder discovers or should have discovered with reasonable diligence Material Differences from the actual conditions at the Site or the Owner Provided Information, Design-Builder shall, upon discovery but no later than at the conclusion of Phase 1, provide Owner with written notice of any such Material Differences. A "Material Difference" is defined as one that would either a) impact the Owner's Project Criteria, the Initial Project Scope, the Design-Builder's Fee Percentage or a Commercial Term or b) be considered a Differing Site Condition. Design-Builder shall not be entitled to a Change Order for any Material Difference during Phase 2, including but not limited to for Differing Site Conditions, pursuant to Section 4.2.1 of the General Conditions, if the Material Difference could have been discovered, with reasonable diligence, during Phase 1 and was not disclosed pursuant to this Section.

2.12.2 Phase 2. Phase 2 is the final phase of each Project Segment where the Design-Builder: (i) completes the design services and develops Construction Documents for the Project Segment, (ii) performs the construction, start-up, testing and commissioning and closeout of the Project Segment, (iii) undertakes any necessary warranty services for the Project Segment, and (iv) performs other services as set forth in Exhibit C, the GMP Amendment and any Early GMP Amendment.

Article 3
Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of Design Submissions and Construction Documents consistent with the turnaround times set forth in in the Contract, by agreement of the Owner and Design-Builder, or the approved Design-Builder's schedule, as applicable.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents, provided, however, Owner shall have no liability to the Design-Builder for failure to notify the Design-Builder or failure to discover such defects or noncompliant Work.

3.2 Furnishing of Services and Information.

3.2.1 The Owner's Project Criteria sets forth the information provided by the Owner.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 If Design-Builder has reasonable belief that Owner will not have sufficient funds to complete the Project, at Design-Builder's written request, Owner shall promptly furnish reasonable

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evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for those permits, approvals, licenses, government charges and inspection fees set forth in the Permitting Strategy Plan established pursuant to Section 3.09 of Exhibit C.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4
Hazardous Materials, Differing Site Conditions and Archaeological Resources

4.1 Hazardous Materials.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Materials encountered at the Site that could have been reasonably discovered during the Validation Period. Unless working with Hazardous Materials is part of the scope of the Work, upon encountering any Hazardous Materials, Design-Builder will stop Work immediately in the affected area and duly notify Owner immediately thereof telephonically or in person, to be followed immediately by written notification, and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Materials that are not set forth as part of the Work or that could not have been reasonably discovered during the Validation Period, Owner shall take the necessary measures required to ensure that the Hazardous Materials

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are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Materials have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Unless expressly provided in the Contract Documents to be part of the Work, Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Materials at the Site pursuant to this Section.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for any release or threatened release of a Hazardous Material (a) which was brought onto the Site by any DB-Related Entity, or (ii) which was negligently removed or handled by the Design-Builder, regardless of the source, origin or method of deposit of such Hazardous Materials ("Design-Builder Release of Hazardous Materials"). Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from any such release or threatened release.

4.1.7 With respect to Hazardous Materials that are part of the Work, Design-Builder agrees to comply with all applicable regulatory authorities, including but not limited to any statute, regulation, or regulatory agency regarding such Hazardous Materials. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Materials.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Owner Provided Information in Exhibit C or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition. Notwithstanding the preceding, provided the parties sign the applicable GMP Amendment, Design-Builder shall not be entitled to a Change Order for Differing Site Conditions if the Differing Site Condition was discovered or could have been discovered, with reasonable diligence, during Phase 1.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder then Design-Builder shall immediately notify Owner thereof telephonically or in person, to be followed by written notification within five days. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder shall immediately stop Work in and secure the area pending further instructions.

4.2.3 If directed by Owner, Design-Builder shall promptly conduct such further investigation. If

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Design-Builder continues to believe that the material or condition falls within the scope of Section 4.2.1, Design-Builder shall at that time also advise Owner of any action recommended to be taken regarding the situation. Owner then will determine whether Design-Builder's findings and proposed actions are acceptable and either approve, or require modification of, Design-Builder's proposed actions. If the condition involves discovery of Hazardous Materials that are Owner's responsibility under the Contract, Owner shall advise Design-Builder regarding its plans for Hazardous Materials Remediation and shall coordinate with Design-Builder in performance of such activities, in accordance with Section 4.1.

4.2.4 Owner shall have the right to require Design-Builder to recommence work in the area at any time, even though an investigation or other work may still be ongoing, so long as recommencing work would not violate any Legal Requirements. Design-Builder shall promptly recommence Work in the area upon receipt of notification from Owner to do so. On recommencing Work, Design-Builder shall follow all applicable procedures contained in the Contract Documents and all other Legal Requirements with respect to such work, consistent with Owner's determination or preliminary determination regarding the nature of the material or condition.

4.3 Archaeological Resources

4.3.1 In the event the Design-Builder or any of its Subcontractors inadvertently discover any archaeological, paleontological, biological, cultural, or other resources at any time during the project, Design-Builder shall immediately notify the Owner telephonically and suspend all excavation activities at the site.

4.3.2 Design-Builder shall follow the procedures set forth in Section 4.2 with respect to addressing the discovery of and shall be entitled to a Change Order as set forth therein, provided, however, that the Design-Builder shall not be entitled to a Change Order if the archaeological, paleontological, biological, cultural, or other resource was discovered or could have been discovered, with reasonable diligence, during Phase 1.

4.3.3 "Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

4.3.4 Any Archaeological Resources that may be discovered during progress of the Work shall, at Owner's sole discretion, be the property of Owner.

Article 5
Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

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5.1.3 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to performing any Work under this Agreement, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.1.4 The Design-Builder's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Design-Builder to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. Design-Builder shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5.1.5 If Design-Builder maintains higher insurance limits than the minimums shown above, Owner shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Design-Builder, irrespective of whether such limits maintained by Design-Builder are greater than those required by this Agreement or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by Design-Builder.

5.1.6 Design-Builder's insurance coverage shall be primary insurance with respect to Owner. Any insurance, self-insurance, or insurance pool coverage maintained by Owner shall be excess of Design-Builder's insurance and shall not contribute with it.

5.1.7 Design-Builder shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of Design-Builder-provided insurance as set forth herein, except Design-Builder shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Design-Builder shall ensure that the Owner is an additional insured on each subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

5.1.8 Failure on the part of the Design-Builder to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving as least five business days' notice to Design-Builder to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due Design-Builder from the Owner.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain pooled liability coverage, such liability coverage to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Builder's Risk Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located builder's risk insurance on an "all risk" or equivalent policy form upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall be the broadest coverage commercially available and shall include as

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additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. A copy of the builder's risk policy shall be made available to the Owner. The builder's risk insurance shall include physical loss or damage to the Work, including temporary buildings, debris removal, and damage to materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Not Used

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.2 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under the builder's risk insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6
Payment

6.1 Schedule of Values.

6.1.1 Design-Builder shall submit for Owner's review and approval a schedules of values for all of the Work as set forth in Exhibit C. The Schedule of Values will (i) subdivide the Work into its

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respective parts based on the project's Work Breakdown Structure (WBS); (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Design-Builder will furnish, as part of the Schedule of Values, adequate and reliable cost justification and documentation on an Open Book Basis so as to provide both Owner and Design Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto. Design-Builder will provide a final Schedule of Values with the GMP Proposal.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first Application for Payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first Application for Payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment.

6.2.2 Prior to submitting an invoice Design-Builder will provide to the Owner on the 10th day of each month a proposed progressed Primavera Schedule and progress reports for Owner's review for 1 week.

6.2.3 After the monthly Schedule progress and progress reports are reviewed and approved Design-Builder will provide to the Owner on the 25th day of each month an invoice and Schedule of Values, along with the Primavera Schedule and progress reports provided fifteen (15) days prior. Invoices from the Design-Builder will be based on the actual time and reimbursable expenses incurred to complete the work for items included in the Cost of the Work. General Conditions will be invoiced as required pursuant to the Agreement. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and shall be in a form acceptable to Owner, including but not limited to the following information:

.1 An Invoice Cover Sheet that will include the following items:

a. Project name and title;
b. Invoice number (numbered consecutively, starting with "1");
c. Period covered by the invoice (specific beginning and ending calendar days);
d. Total amount authorized;
e. Total amount invoiced through last period;
f. Current invoice amount;
g. Total invoiced to-date;
h. Percent invoiced;
i. Remaining Contract Price (exclusive of the Allowance amounts), GMP, and remaining Allowance amounts;
j. Retainage withheld;
k. Net amount due Design-Builder
l. Total amount earned to date for the Project as a whole;
m. Authorized signature, title of signer and date of signature; and
n. Signatures of Design-Builder and Design-Builder's Quality Control Manager

.2 An itemization of the costs incurred pursuant to the Contract, including but not limited to:

a. The detailed amounts spend for the Cost of the Work under Section 6.3 of

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the Agreement incurred during the period of the Application for Payment and the back-up documentation for the Cost of the Work, including but not limited to timesheets, invoices, purchase orders, or any other document that evidences the Cost of the Work or any other cost for which Design-Builder requests reimbursement;

b. The Design-Builder's Fee Percentage incurred;

c. Allowance Items established under Section 6.4.1 of the Agreement;

d. Not to Exceed Amounts established under Section 6.4.2 of the Agreement;

e.

f. Any Lump Sums established pursuant to Section 6.4.3 of the Agreement;

g. Costs charged to Contingencies under Section 6.4.4. of the Agreement;

h. Design-Builder's Lump Sum General Conditions Costs established under Section 6.4.5 of the Agreement, if applicable; and

i. Unit Prices and Hourly Rates established under Section 6.4.6 of the Agreement, if applicable.

.3 The monthly periodic deliverables in Exhibit C for the relevant Phase of the Work;

.4 Certification by the Design-Builder's Quality Control Manager certifying that

a. The Work has been performed in accordance with the approved quality Control Program; and

b. the elements of the approved Quality Control Program and all the measures and procedures provided for therein are functioning properly and are being followed.

.5 A Conditional Waiver and Release on Progress Payment, in the statutory form, signed by Design-Builder and each Subcontractor or supplier that provided services, materials or equipment included in the invoice.

.6 An Unconditional Waiver and Release Upon Progress Payment, in the statutory form, signed by Design-Builder and each Subcontractor or supplier that provided materials or equipment included in any preceding invoice and for which Design-Builder received payment.

.7 Other supporting documents as requested by Owner to facilitate its determination of the amount payable including but not limited to:

a. Hours and rates for sole sourced work.

b. Material and equipment purchase orders and delivery backup.

c. Progressed CPM resource loaded Primavera project schedule.

d. Subcontractor invoices.

6.2.4 Cash Flow

.1 Along with the baseline CPM resource loaded schedule the Design-Builder will provide an overall anticipated monthly cash flow for the project. The format for this cash flow will follow the example set forth in Exhibit C.

.2 Every month the Design-Builder will update this cash flow with the following information

a. Baseline planned monthly costs

b. Actual monthly costs

c. Earned (Budgeted Work Completed) Monthly Costs

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d. Forecast monthly costs to complete the project

6.2.5 The Application for Payment may request payment for equipment and/or materials delivered to the Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off Site, provided Design-Builder complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;

.2 The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

.4 Design-Builder furnishes Owner a certificate of insurance extending Design- Builder's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only Design-Builder's authorized personnel shall have access;

.6 Owner shall at all times have the right of access in the company of Design-Builder;

.7 Design-Builder and its surety assume total responsibility for the stored materials;

.8 Design-Builder furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Site; and

.9 Upon payment, Owner will receive the equipment and materials free and clear of all Liens and encumbrances.

6.2.6 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.7 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, Liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof. When Design-Builder removes the grounds for withholding payment, Design-Builder shall provide written evidence thereof. If such evidence is satisfactory to Owner, Owner will include the amount so withheld in the next scheduled progress payment.

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6.3.2 Specifically and without limitation, Owner may deduct from each payment the following:

.1 Claims against Design-Builder;

.2 Defective Work not remedied or Work not performed in accordance with the Contract Documents;

.3 Failure of Design-Builder to make proper payments to any of its Subcontractors;

.4 Failure to perform the Work in accordance with the Current Schedule;

.5 Damage to other work or property caused by Design-Builder or any entity for which Design-Builder is responsible;

.6 Damages owing to Owner under the terms of the Contract;

.7 Any and all other circumstances in which Owner determines that it is necessary to protect its interests.

6.3.3 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof, provided Design-Builder gives Owner five business days' written notice of its intent to stop work and an opportunity to cure the late payment.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors within seven days of receipt of payment from the Owner, unless its contractual obligations to such parties provide for a shorter time period., all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's Liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work representing an Interim Milestone, has achieved Substantial Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that Design-Builder has achieved Substantial Completion in accordance with the requirements of the Contract Documents. Owner will conduct reasonable inspections, surveys and/or testing as Owner deems necessary. If such inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, Owner will promptly advise Design-Builder as to any errors, omissions, deviations, defects, or deficiencies in the Work necessary to be corrected as a condition to Substantial Completion and as to any errors, omissions, deviations, defects or deficiencies which may be corrected as Punch List items. Upon correction of the errors, omissions, deviations, defects, or deficiencies identified as a prerequisite to Substantial Completion, Design-Builder shall provide written notification to Owner and Owner will conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until Owner finds that all prerequisites to Substantial Completion have been met. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of

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Substantial Completion.

6.6.2 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Completion

6.7.1 Design-Builder shall notify Owner when it believes the entire Work, or to the extent permitted in the Contract Documents a portion of the Work, has achieved Final Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that Design-Builder has achieved Final Completion in accordance with the requirements of the Contract Documents. Owner will conduct reasonable inspections, surveys and/or testing as Owner deems necessary. If such inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, Owner will promptly advise Design-Builder as to any errors, omissions, deviations, defects or deficiencies in the Work necessary to be corrected as a condition to Final Completion and as to any errors, omissions, deviations, defects or deficiencies which may be corrected as Punch List items. Upon correction of the errors, omissions, deviations, defects, or deficiencies identified as a prerequisite to Final Completion, Design-Builder shall provide written notification to Owner and Owner will conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until Owner finds that all prerequisites to Final Completion have been met. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Final Completion that will set forth the date of Final Completion of the Work or portion thereof.

6.8 Final Payment.

6.8.1 When the Design-Builder has completed all Work on all Project Segments in accordance with the terms of the Contract Documents and received a Certificate of Final Completion, the Design-Builder shall properly execute and submit a Final Application for Payment final invoice to Accounts Payable. Once the Final Application for Payment has been processed, the Owner's Procurement Department will issue the Certificate of Completion and Release to be executed by the Design-Builder and returned to the Procurement Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Design-Builder except for unsettled claims specifically stated, if any. There will only be one Final Payment at the conclusion of all Project Segments.

6.8.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following:

.1 The Certificate of Completion and Release which shall warrant that the Design-Builder has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Design-Builder and any person, firm or corporation to which Design-Builder might be obligated in connection with this Contract, the Design-Builder shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Design-Builder may have against the Owner relative to this Contract. The Contract work shall not be complete until after the Design-Builder has returned to the Procurement Officer a properly completed Certificate of Completion and Release. ;

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.2 Unconditional Waiver and Release Upon Final Payment, in a form acceptable to Owner, from all Subcontractors.;

.3 Consent of Design-Builder's surety, if any, to Final Payment;

.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents;

.5 The OMWBE Design-Build Reporting Form as required in Exhibit C and as set forth in Exhibit H; and

.6 Any additional documents, certificates, records, plans, releases or other materials established in the Project Closeout Plan as required for Final Completion. .

6.8.3 Sixty days after Final Acceptance, retainage may be released to the Design-Builder; provided, however, that there are no claims filed of materialmen or laborers and that the Owner has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Design-Builder and any Subcontractors. If any liens remain unsatisfied from the retainage, the Design-Builder shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

6.8.4 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.8.5 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.10 and 2.11 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.8.6 Owner shall release the Contract Retainage pursuant to RCW 60.28.011.

Article 7
Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result

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of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification. Not Used

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's Liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's Lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or Lien, including, if necessary, the furnishing of a mechanic's Lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or Lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its Consultants, and their respective, its officers, directors, and employees (collectively "Indemnitees") from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then Design-Builder's duty to indemnify shall not apply to liability for damages arising out of Design-Builder's services or out of bodily injury to persons or damage to property that are (a) caused by or resulting from the sole negligence of Indemnitee or (b) caused by or resulting from the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Design-Builder, its

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agents or employees, with such liability limited only to the extent of the negligence of Design-Builder, it's agents or employees.

7.4.4 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts. Solely for the purposes of the indemnification obligations under this Agreement, Design Builder specifically and expressly waives any immunity that may be granted it under the worker's compensation laws under the Washington State Industrial Insurance Act, Title 51 RCW; provided that such waiver shall be expressly limited to Design-Builder's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts. This waiver was mutually negotiated.

7.4.5 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND THE WAIVER OF IMMUNITY UNDER RCW TITLE 51 WERE MUTUALLY NEGOTIATED.

OWNER'S INITIALS: (_____)
DESIGN-BUILDER'S INITIALS: (_____)

7.4.6 No Effect on Other Rights. The obligations described in this Section 7.4 shall not be construed to limit rights and obligations provided by law or equity which would otherwise exist in favor of a Person indemnified hereunder.

7.4.7 Notification of Third Party Claim. Owner and Design-Builder shall each provide timely notification to the other party of the receipt of any third party claim relating to the Contract.

7.5 Lower Tier Contractors Indemnification Obligations

7.5.1 Design-Builder shall include in its contracts with all lower tier contractors, including but not limited to its Design Consultant, Subconsultants, and Subcontractors, the indemnification obligations set forth in this Agreement and the General Conditions and shall include Owner as an Indemnitee for all such indemnification provisions.

7.6 Survival

7.6.1 The Indemnification obligations in this Article shall survive the expiration or termination of this Agreement.

7.7 Limited Recourse.

7.7.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

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Article 8
Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement, a GMP Amendment, and any Early GMP Amendment.

8.2 Delays to the Work.

8.2.1 Except as set forth in Section 9.6 below, if Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order, but only to the extent that the critical path of the Contract Time has been impacted. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Materials, and Force Majeure Events. Design-Builder shall provide notice and documentation of any delay pursuant to Article 10.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement. The adjustment to the Contract Price for delay shall be limited to the Design-Builder's Delay Rate as set forth in Section 6.4.5.4 of the Agreement.

Article 9
Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

.1 The scope of the change in the Work;

.2 The amount of the adjustment to the Contract Price or any Commercial Term; and

.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. Unless expressly set forth in the Change Order, Change Orders shall include all costs, including but not limited to all incidental and indirect costs and time extensions associated with the Change. Changes Orders will not be allowed unless there is an actual change to the Work.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Owner may make changes in the Project, including but not limited to adding and/or

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removing Work from the Project. In such case, Design-Builder shall work with the Owner to adjust the remaining Work to meet as many of Owner's Project changes as reasonably possible within the applicable Commercial Term. At Owner's sole discretion, it may remove Work from the Project rather than increase the applicable Commercial Term to equitably adjust for claims by Design-Builder pursuant to Article 10 or Differing Site Conditions pursuant to Section 4.2.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 The Cost of the Work as well as fees and any other markups set forth in the Agreement;

.4 The increase in the Lump Sum General Conditions as set forth in Section 6.4.5.4 of the Agreement; or

.5 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.4 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including the Design-Builder's Fee Percentage (if applicable), as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement

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pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Limitations on Changes to the Contract Time and Contract Price

Notwithstanding anything in Article 9, the risks arising from the following events or circumstances shall be borne exclusively by Design-Builder, shall not be the basis for any relief, changes in the Contract Price, changes in the Contract Time, or otherwise, to Design-Builder:

.1 Delays in obtaining or delivery of goods or services from any Subcontractor, unless Subcontractor's reason for delay arises from an event that would otherwise be excusable to Design-Builder under this Contract;

.2 Delays of common carriers unless the common carrier's reason for the delay arises from an event that would otherwise be excusable to Design-Builder under this Contract;

.3 General market and economic conditions affecting the availability, supply or cost of labor, equipment and materials, construction equipment and supplies, or commodities;

.4 Weather conditions, except conditions that are within the definition of a Force Majeure;

.5 Strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions that are the result of Design-Builder's actions;

.6 The suspension, termination, interruption, denial or failure to obtain or nonrenewal of any permit, license, consent, authorization or approval which is necessary for the performance of the Work or the operation or maintenance of the Work, except for any such matter involving an approval required or provided by Owner;

.7 Material Differences as defined in Section 2.12.1.4 that could have been discovered during Phase 1 and were not disclosed by Design-Builder during Phase 1; and

.8 Bankruptcy or insolvency of a Subcontractor or inability of a Subcontractor to perform, unless the underlying cause of such inability would otherwise be considered grounds for an Excusable Delay hereunder.

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Article 10
Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide an initial written notice to the other party of the basis for its claim for relief. The initial written notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, the initial written notice shall be given within a reasonable time, in any case not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such written notice shall be separate from the Design Log or Trend Log maintained by the Design-Builder, unless the parties specifically agree to allow the Design Log or Trend Log to operate as such written notice of claims. The initial written notice shall include a description of the claim for relief requested, a description of the occurrence giving rise to the claim for relief, and a preliminary analysis of the cost and schedule impact of the claim for relief.

10.1.2 The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the following:

.1 The circumstances giving rise to the claim for relief,

.2 The specific contractual adjustment or relief requested;

.3 The basis of the entitlement to the claim for relief;

.4 The cost of the claim for relief, including an itemized description of the Cost of the Work associated with the claim for relief;

.5 The impact of the claim for relief on the Project Schedule, including a proposed revised Project Schedule;

.6 Proposed efforts to mitigate the impacts on the cost and schedule.

10.1.3 The failure to provide timely written notice of any claim for relief shall operate as a waiver of such claim, but only to the extent that the failure to provide timely written notice prejudices the position of the non-claiming party.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

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10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation. Good faith mediation is a condition precedent to proceeding with arbitration or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The substantially prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTIONS 10.5.2 AND 10.5.3 BELOW), NEITHER DESIGN-BUILDER NOR OWNER

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SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The limitations of liability for consequential damages under Section10.5.1 shall not apply to or limit any right of recovery a party may have respecting the following:

.1 Losses (including defense costs) to the extent (i) the loss is covered by the proceeds of insurance required to be carried hereunder or for which Design-Builder was required to provide insurance coverage, or (ii) Design-Builder is deemed to have self-insured the loss pursuant to the Contracts;

.2 Losses in connection with any illegal activities, fraud, recklessness, criminal conduct, intentional misconduct, bad faith, or gross negligence;

.3 Design-Builder's indemnities under Article 7 or elsewhere in this Contract;

.4 Design-Builder obligation to pay liquidated damages under this Contract; and

.5 Losses arising out of Design-Builder's Release of Hazardous Materials.

Article 11
Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if (i) its cost or time to perform the Work has been materially and adversely impacted by any suspension of stoppage of the Work by Owner, (ii) the Design-Builder is entitled to the adjustment pursuant to the other provisions of the Contract Documents, and (iii) the Design-Builder complies with all provisions of the Contract Documents regarding an adjustment to the Contract Price and/or Contract Time.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If any one of the following events occur, the Owner, in addition to any other rights or remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below:

.1 Design-Builder (i) fails promptly to begin the Work under the Contract Documents, (ii) fails to perform the Work with sufficient resources (supervision, workers, equipment, and material) to assure timely completion of said Work, or (iii) fails to complete any Work by the relevant Scheduled Interim Milestone Dates or Substantial or Final Completion Dates;

.2 Design-Builder fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work;

.3 Design-Builder discontinues the prosecution of the Work (exclusive of work stoppage (i) due to termination of its performance by Owner, or (ii) due to and during the continuance of a Force Majeure event or suspension by Owner);

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.4 Design-Builder fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from Owner to do so or (if applicable) after cessation of the event preventing performance;

.5 Design-Builder shall have become insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors;

.6 Insolvency, receivership, reorganization or bankruptcy proceedings shall have been commenced by or against Design-Builder;

.7 Any material representation or warranty made by Design-Builder in the Contract Documents or any certificate, schedule, instrument or other document delivered by Design-Builder pursuant to the Contract Documents shall have been false or materially misleading when made;

.8 Design-Builder materially breaches any agreement, representation or warranty contained in the Contract Documents;

.9 Design-Builder assigned or transferred the Contract Documents or any right or interest herein, except as expressly permitted under Section 13.2.1; or

.10 Design-Builder fails to discharge or obtain a stay of any final judgment(s) or order for the payment of money against it in excess of $100,000 in the aggregate arising out of the prosecution of the Work (provided that for purposes hereof posting of a bond in the amount of 125% of such judgment or order shall be deemed an effective stay);

.11 Design-Builder failed, absent a valid dispute, to make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and applicable law, or failed reasonably to comply with the instructions of Owner consistent with the Contract Documents;

.12 Design-Builder violates any Legal Requirements in performance of the Work; or

.13 Design-Builder fails to provide and maintain the Performance and Payment Bonds and insurance as required hereunder.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder and the Surety shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6

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hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event

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may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement or any portion thereof. In such event, Owner shall pay Design-Builder for the following:

.1 All Work executed and for proven loss, cost or expense in connection with the Work allowable pursuant to the Agreement;

.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

.3 The amount set forth in Article 8 of the Agreement.

11.6.2 Notwithstanding anything to the contrary contained herein, if a termination occurs prior to execution of the applicable GMP Amendment, the amount payable to Design-Builder, inclusive of all payments previously made to Design-Builder and costs of demobilization, shall in no event exceed the applicable Not To Exceed Amount.

11.6.3 Under no circumstances is Design-Builder entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Section 11.6 or Agreement Section 8. The payment to Design-Builder determined in accordance with this Section 11.6 and Agreement Section 8 constitutes Design-Builder's sole and exclusive remedy for a termination under this Section 11.6 and Agreement Section 8.

11.6.4 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

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11.6.5 After receipt of a Notice of Termination for Convenience, and except as directed by Owner, Design-Builder shall immediately proceed as follows, regardless of any delay in determining or adjusting any amounts due under this Section 11.6.:

.1 Stop Work as specified in the notice;

.2 Place no further Subcontracts or orders for materials, services or facilities relating to the Work terminated, except as necessary for mitigation of damages;

.3 Unless instructed otherwise by Owner, terminate all Subcontracts to the extent they relate to the Work terminated;

.4 Assign to Owner in the manner, at the times, and to the extent directed by Owner, all of the right, title, and interest of Design-Builder under the Subcontracts so terminated, in which case Owner will have the right, in its sole discretion, to accept performance, settle or pay any or all claims arising out of the termination of each such Subcontract;

.5 Settle outstanding liabilities and claims arising out of such termination of Subcontracts, with, to the extent required by Owner, the approval or ratification of Owner, which approval or ratification shall be final;

.6 Transfer title to and deliver to Owner, as directed by Owner, (i) the Work in process, completed Work, supplies and other material produced or acquired for the Work terminated, and (ii) the Construction Documents and all other completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, records, samples, information and other property which would have been required to be furnished to Owner if the Work had been completed, and (iii) all intellectual property (including documentation, disclosures and drafts), licenses and Data;

.7 Complete performance in accordance with the Contract Documents of all Work not terminated;

.8 Take all action which may be necessary, or Owner may direct, for the protection and preservation of the property related to the Contract Documents which is in the possession of Design-Builder and in which Owner has or may acquire an interest;

.9 As authorized by Owner, use its best efforts to sell at reasonable prices any property of the types referred to in Section 11.6.5.6; provided, however, Design-Builder (i) is not required to extend credit to any purchaser, and (ii) may acquire such property under the conditions prescribed and at prices approved by Owner. Design-Builder shall apply the proceeds of any such sale or disposition to reduce any amounts owed by Owner under the Contract Documents, or if no amount is owing, Design-Builder shall apply such proceeds as directed by Owner; and

.10 Upon receipt of request from Owner, submit to Owner a list of termination inventory not previously disposed of and excluding items authorized for disposition by Owner. Within 45 days of Owner's receipt of the list, Design-Builder shall deliver such inventory to Owner and Owner will accept title to such inventory as appropriate.

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Article 12
Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate

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in such change or alteration.

Article 13
Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain.

13.1.2 A party receiving Confidential Information agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Washington, without giving effect to its conflict of law principles. The venue of any proceeding for the litigation and/or resolution of any dispute under the Contract Documents shall be Kittatas County, Washington.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract

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Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Any notice, demand, consent or other communication made pursuant to this Contract shall be in writing and shall be (a) delivered personally to the party to whom the same is directed, or (b) sent by facsimile, recognized courier service (e.g. Federal Express) or registered or certified mail, return receipt requested, postage prepaid; or (c) sent by electronic mail and in each case, addressed as follows:

If to Owner:

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

With copy to:

Wenaha Group
Jake Hartwig
100 N Morin St Suite 201
Kennewick, WA 99336

If to Design-Builder:

Absher Construction
Aaron Binger
123 Easy Street Suite 3A
Wenatchee, WA 98801

With copy to:

Absher Construction
John Vandervate
123 Easy Street Suite 3A
Wenatchee, WA 98801

Notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Survival.

13.10.1 The dispute resolution provisions contained in Section 10, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the date on which Final Acceptance occurs.

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13.11 No Estoppel.

13.11.1 Owner shall not, nor shall any officer thereof, be precluded or estopped by any return or certificate made or given by any Owner representative or other officer, agent, or employee of Owner under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such return or certificate showing the true and correct amount and character of the work done, and materials furnished by Design-Builder or any Person under the Contract or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents; and Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from Design-Builder such damages as it may sustain by reason of Design-Builder's failure to comply with the Contract Documents.

13.12 Further Assurances.

Design-Builder shall promptly execute and deliver to Owner all such instruments and other documents and assurances as are reasonably requested by Owner to further evidence the obligations of Design-Builder hereunder, including assurances regarding assignments of Subcontracts contained herein.

13.13 Turn Over of Designs and Drawings

13.13.1 Upon final acceptance or termination of this Contract, the Owner shall be entitled to, and the Design-Builder shall turn over to the Owner, all such designs, drawings, tracings and the like prepared pursuant to this Contract, except for record copies, which the Design-Builder may use for its internal reference purposes subject to the nondisclosure provisions of this Contract, which shall survive the completion or termination hereof.

13.14 Limitation on Third Party Beneficiaries.

13.14.1 Except as expressly provided in this Contract (such as warranty and indemnity provisions), it is not intended by any of the provisions of this Contract to create any other third party beneficiary under this Contract or to authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Except as otherwise provided in this Section 13.13, the duties, obligations and responsibilities of the Parties pursuant to this Contract with respect to third parties shall remain as imposed by law.

13.15 Independent Contractor

13.15.1 Design-Builder is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with Owner other than that of project owner and independent contractor. In no event shall the relationship between Owner and Design-Builder be construed as creating any relationship whatsoever between Owner and Design-Builder's employees. Neither Design-Builder nor any of its employees is or shall be deemed to be an employee of Owner. Except as otherwise specified in the Contract Documents, Design-Builder has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractor and for all other Persons that Design-Builder or any Subcontractor hires to perform or assist in performing the Work.

13.16 Entire Agreement.

13.16.1 The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

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Questions? We're here to help.

Contact us

Design-Build Institute of America
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

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EXHIBIT A
OWNER'S PROJECT CRITERIA
CITY OF ELLENSBURG
FIELDHOUSE PROJECT

The following requirements for the project are from the RFP Section II:

The Owner's Project Criteria are set forth in Attachment B to this RFP. For the purposes of establishing prices in the Price Proposal, Finalists may rely on the information set forth in the Owner's Project Criteria. However, the Design-Builder will be required to validate the information set forth in the Initial Basis of Design Documents as part of the Validation Period of Phase 1 of the Project.

Rotary Park Master Plan

West Ellensburg, Washington

October 25, 2023

Parking Totals

Existing Parking Stalls	383
NEW Parking Stalls	1,110
Possible Total Stalls	=1,493

- Maintenance Yard
- NEW Fitness Hill (10' high)
- NEW Picnic Shelter
- NEW Parking (92 Stalls)
- NEW Soft-Surface Perimeter Loop Trail (1.72 miles)
- NEW Equipment Storage Building

Existing Multi-Use Fields

- Open grass lawn area - Irrigated
- Can be striped for multiple sports field options/quantities

- NEW Concessions & Restroom Building
- Existing Flag Pole & Donor Plaza
- NEW Equipment Storage Building

NEW Multi-Use Field

- Lighted Synthetic Turf Surface
- Striped for 225' x 336' Soccer Field
- Can be striped for multiple other field options/quantities

Baseball / Softball Field

- Existing Backstop with NEW Paved Plaza
- NEW Lighted Synthetic Turf Infield (Baselines to 90')
- 300' Outfield size can be varied w/portable, temporary fencing

Softball Complex

- 4 Softball Fields (Fenced 300' outfields) (Fields 1 & 2 are Existing, Fields 3 & 4 are NEW)
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- 18 Holes on Varied Terrain

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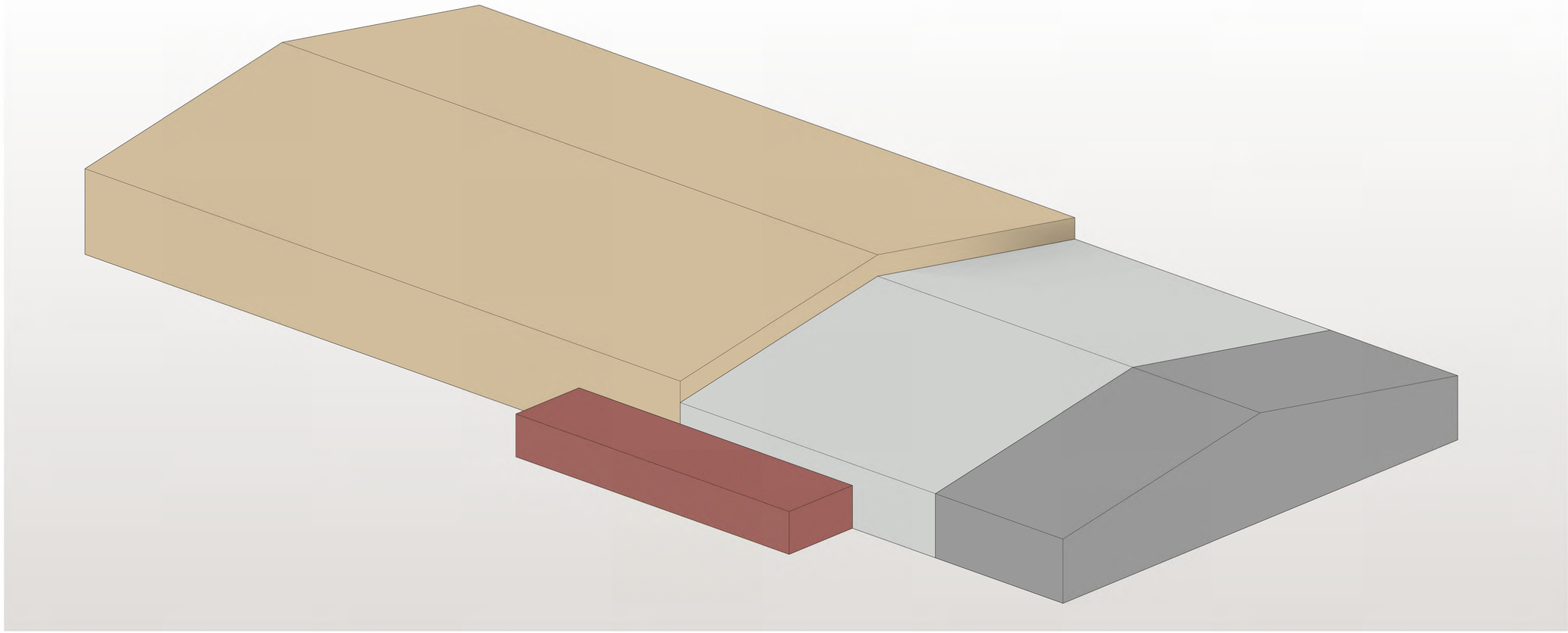
- Multi-sport capable
- 100,000 to 150,000 square feet
- Passenger Drop-Off Lane Areas

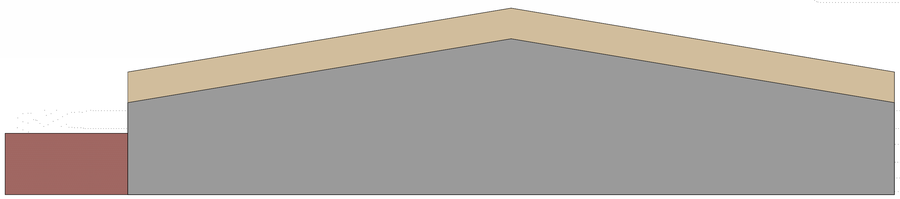
Primary Park Entry

- Via Anderson Road
- 30' road width
- Pedestrian Access

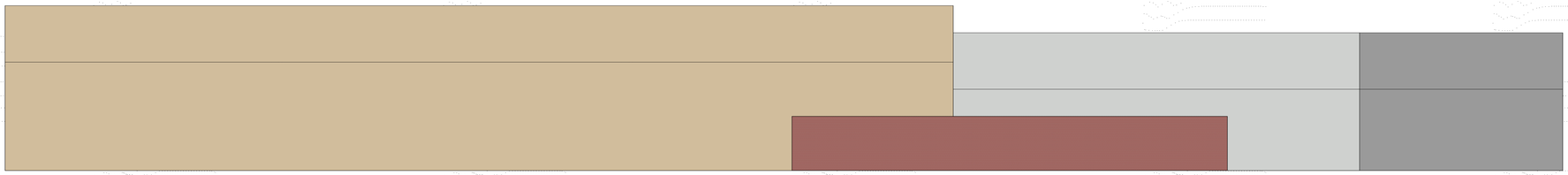
City of Ellensburg WASHINGTON

BRUCE DEES & ASSOCIATES





East Elevation

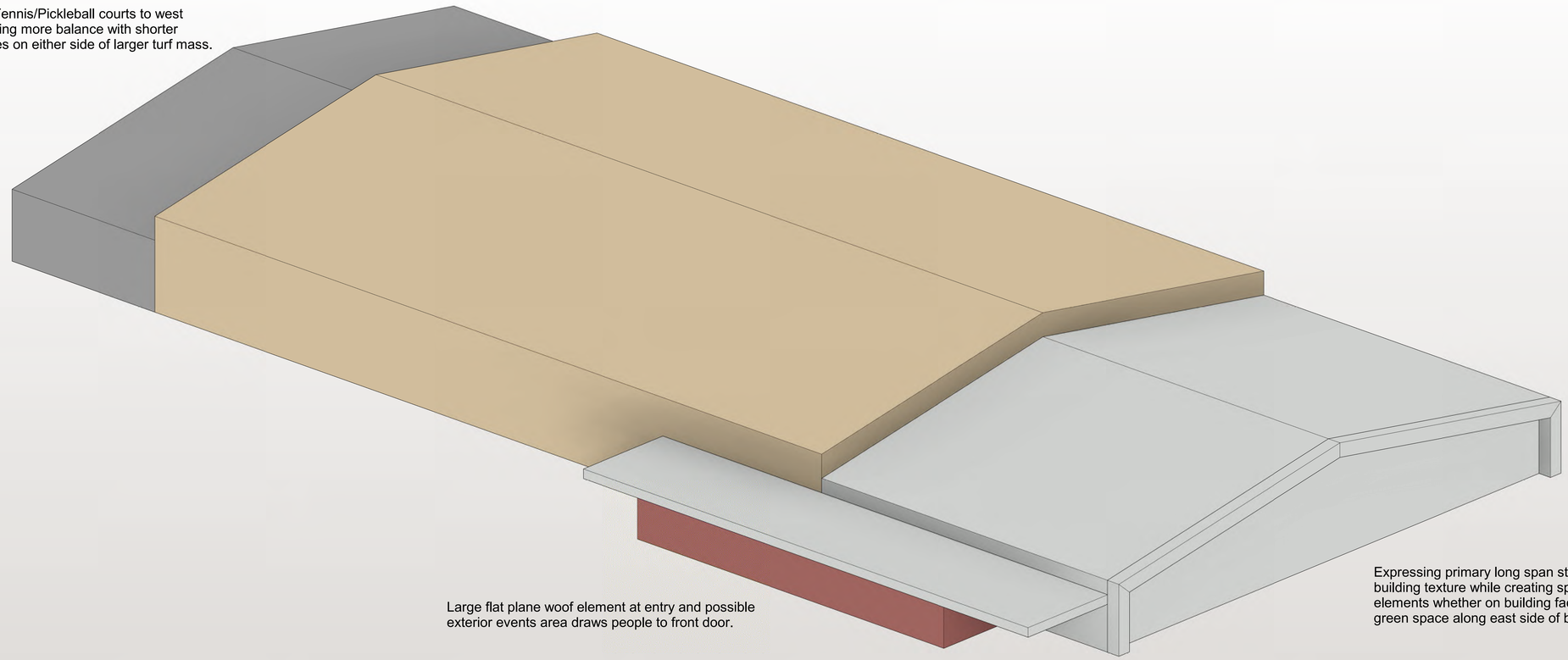


South Elevation

Massing Option 1 - Massing To Date

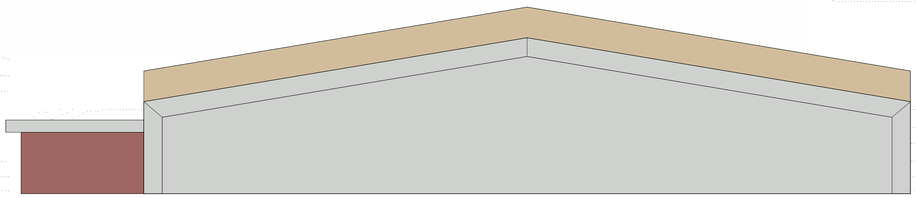
HELIX DESIGN GROUP, INC.

Shift Tennis/Pickleball courts to west providing more balance with shorter masses on either side of larger turf mass.



Large flat plane woof element at entry and possible exterior events area draws people to front door.

Expressing primary long span structure gives building texture while creating space for other elements whether on building facade, or in green space along east side of building.



East Elevation

South Elevation

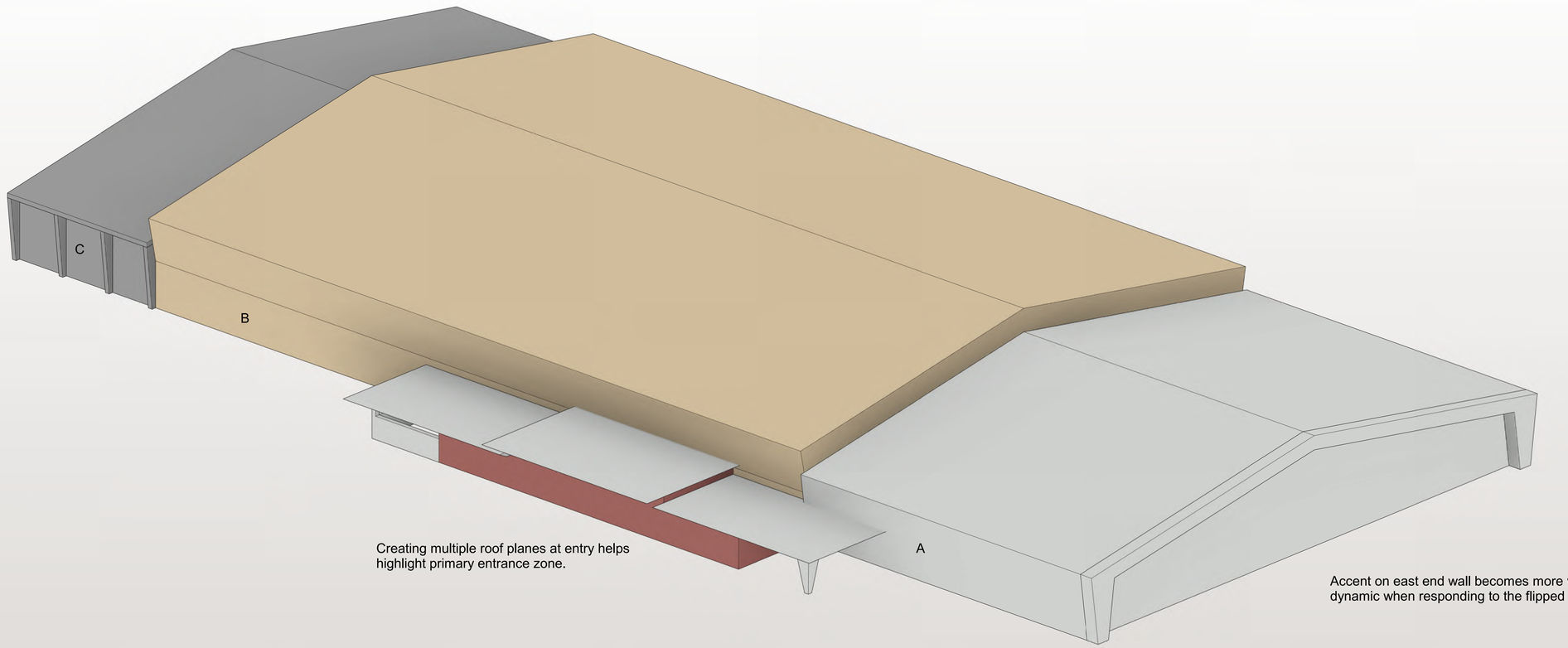
Massing Option 2 - Blanace and Accents

HELIX DESIGN GROUP, INC.

SHIVEHATTERY ARCHITECTURE + ENGINEERING

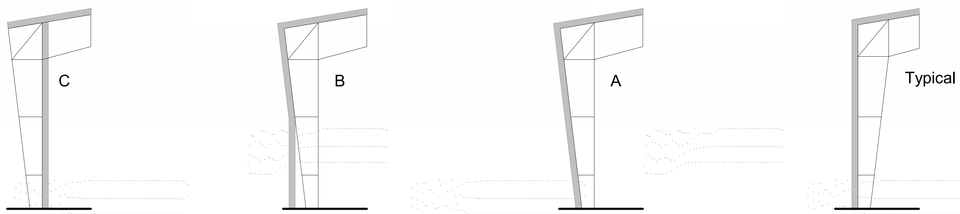
Helix design group

1/29/2024 2:39:44 PM PROJECT: 217203000

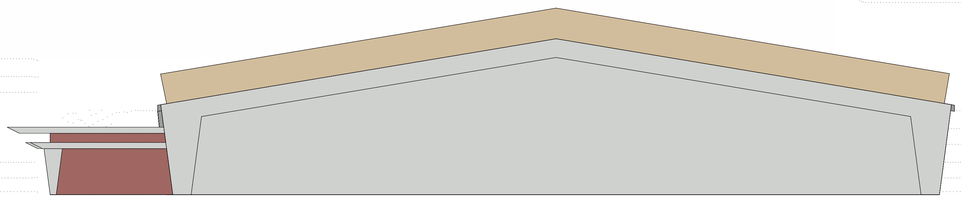


Creating multiple roof planes at entry helps highlight primary entrance zone.

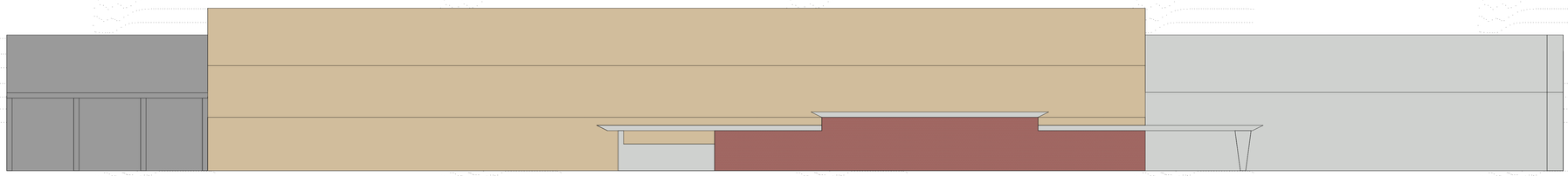
Accent on east end wall becomes more visually dynamic when responding to the flipped columns.



Flipping PEMB column can proivde options for shape of masses:
A: Slope exterior wall cladding
B: Slope upper portion of wall cladding
c: Expose column with vertical wall surface inside



East Elevation



South Elevation

Massing Option 3 - Flipping PEMB Columns

HELIX DESIGN GROUP, INC.

1/29/2024 2:39:48 PM PROJECT: 217203600

SHIVEHATTERY ARCHITECTURE + ENGINEERING

Helix design group

Ellensburg Field House
Programming Workshop November 28-29, 2023

Workshop Day 1 – Tuesday November 28, 2023
8a-5p at location identified by City Staff

8a **Get Settled**
Participant Introductions
Helix Team
City Committee

8:30a **Review Communications Plan and Schedule**
Helix Contacts
City Decision Makers
Proposed Deliverables and Desired Review Times

9a **Begin Programming Discussion – What Do We Want the Field House to Provide**
Discuss priorities for services and activities to be offered at the finished facility, interior and exterior

9 Review Understanding of Project and Site

9:15 Brainstorming session on possible services (depending on size of group, possibly break into smaller groups)

10 Break

10:15 Review/Discuss Brainstorming Results

11:45a **Lunch**

1p **Project Budget Discussion – The Afore Mentioned Reality**
Discuss budget status and implications of certain decisions

1 City Preliminary Budget breakdown

1:30 Facility Design Expectations
Cost implications of various levels of design

3:00p **Break**

3:15p **Public Engagement and Fund Raising**
What needs to happen to support the City's efforts?

3:15 Public Engagement

4:00 Fund Raising

4:45p **Daily Recap**

Workshop Day 2 – Wednesday November 29, 2023
8a-5p at location identified by City Staff

8a **Recap Day 1**

8:30a **Programming Breakdown**
Review priorities from Day 1 discussions and check against project goals

9:45a **Break**

10a **Alternate Delivery Method Options**
Discuss, with specialist, implications and process for using Alternate Delivery Methods for design and construction

10a Presentation and Overview

11a Q&A

12p **Lunch**

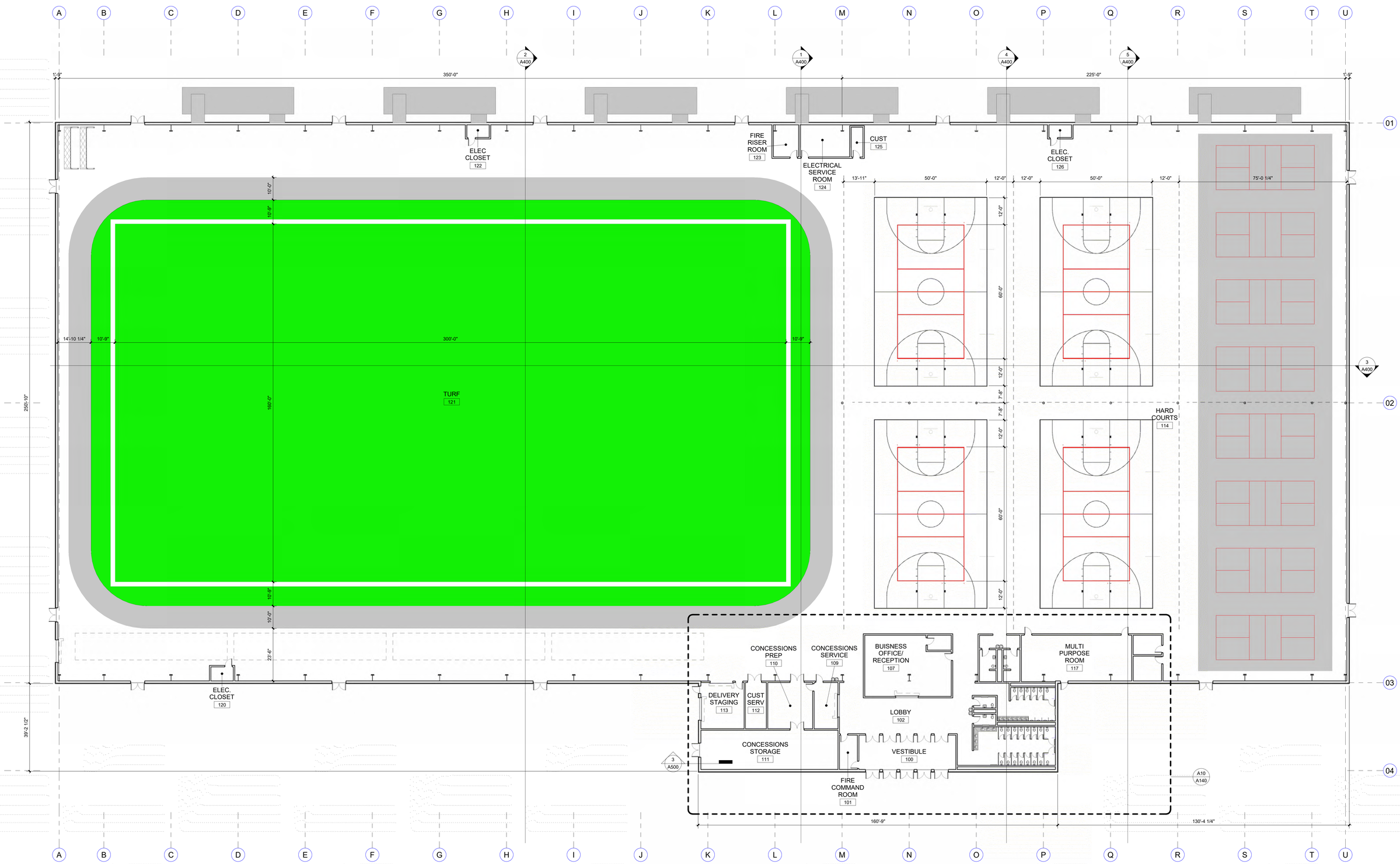
1:15p **Permitting Process Discussions**
Review permitting needs and timelines relative to schedule

2:00p **Preliminary Building Organization Charette**
Working with blocks representing high priority spaces and building design limitations, collaborate on possible organizational plans

3:15p **Break**

3:30p **Preliminary Site Organization Charette**
Overley blocks on site for high priority services and look at possible phased construction areas

4:30p **Review and Wrap Up**



FLOOR PLAN

HELIX DESIGN GROUP, INC.

NORTH

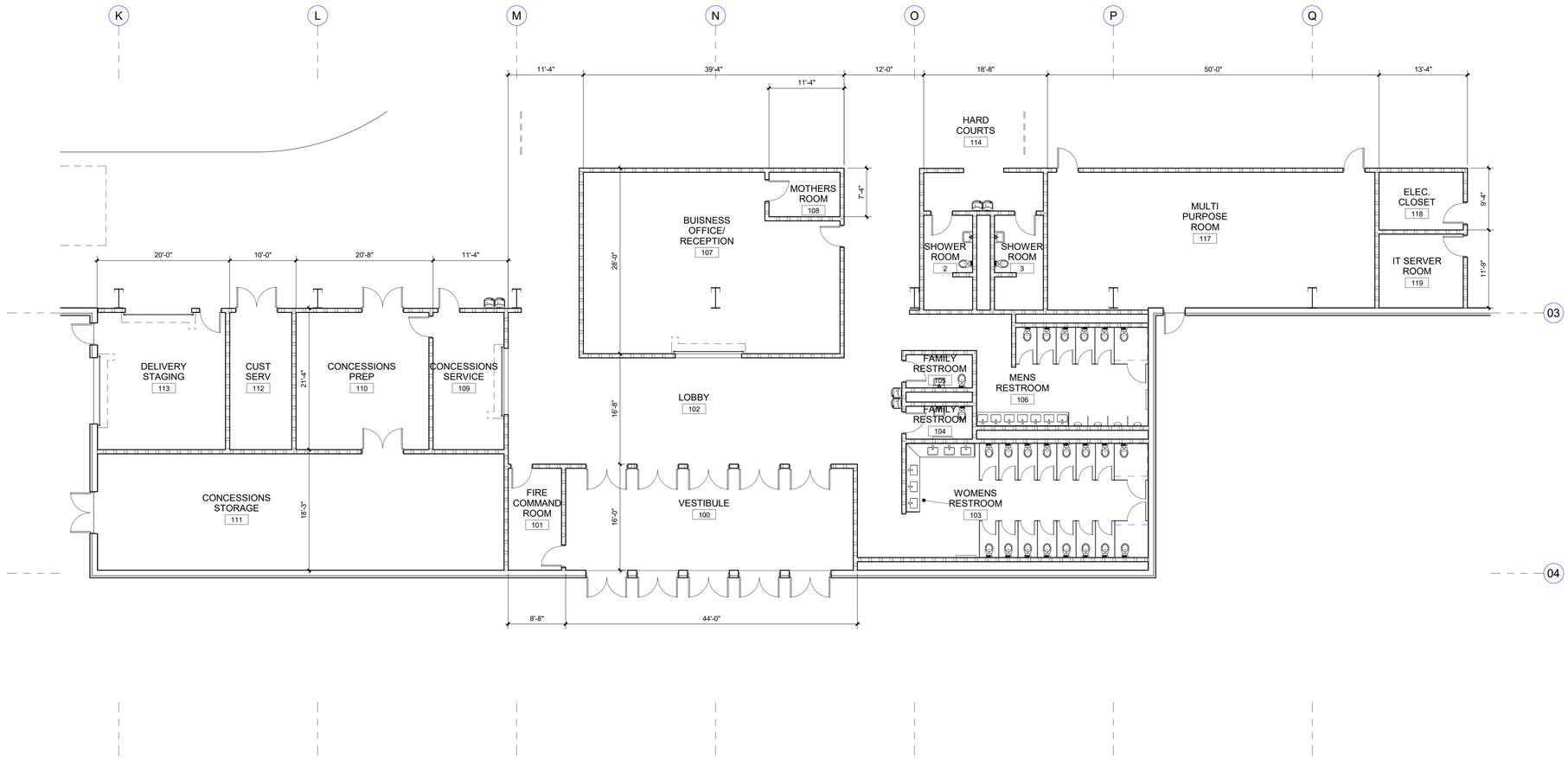
0' 4' 8' 1 32'

SCALE: 1/16" = 1'-0"

SHIVEHATTERY ARCHITECTURE + ENGINEERING

Helix design group

1/26/2024 4:16:29 PM PROJECT: 423-999 - ELLENSBURG COMMUNITY FIELD HOUSE



ENLARGED FLOOR PLAN

HELIX DESIGN GROUP, INC.

NORTH

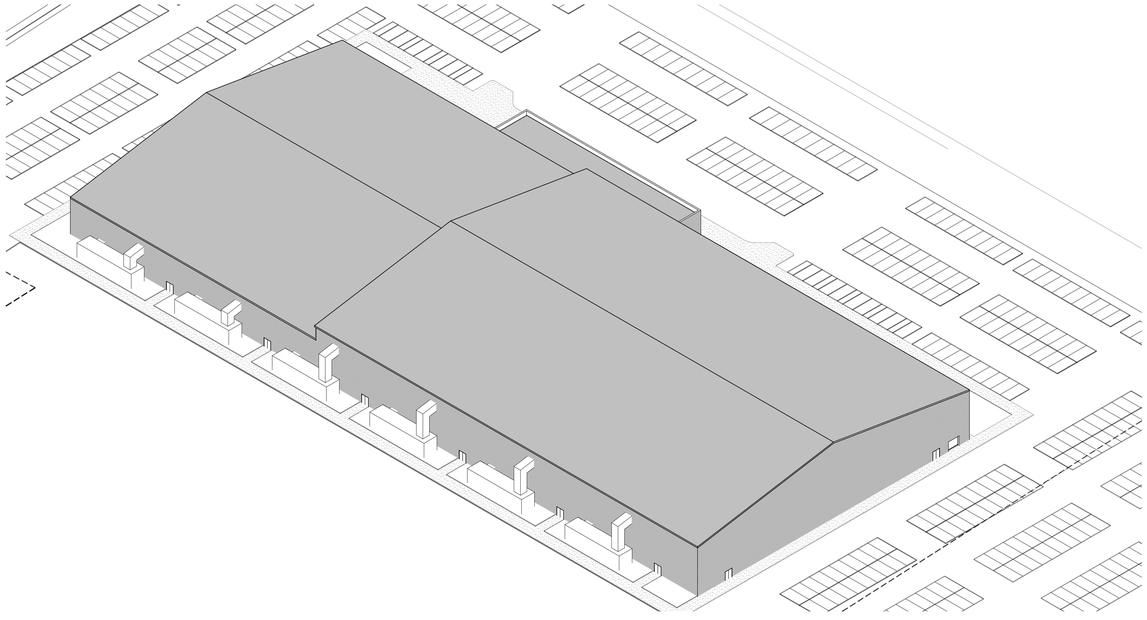
0' 2' 4' 8' 1'

SCALE: 1/8" = 1'-0"

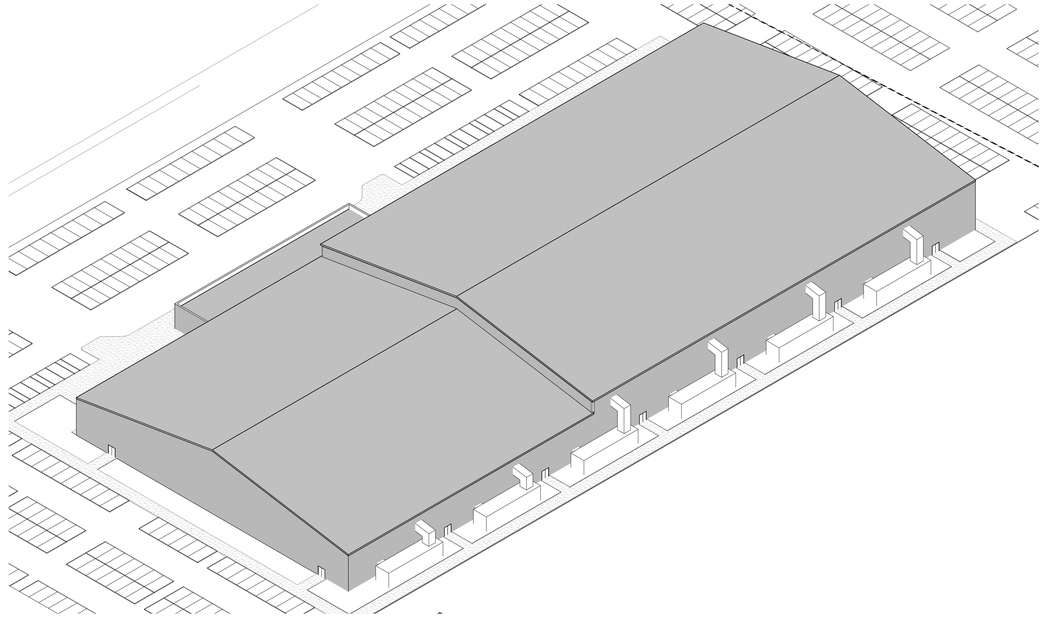
SHIVEHATTERY ARCHITECTURE + ENGINEERING

Helix design group

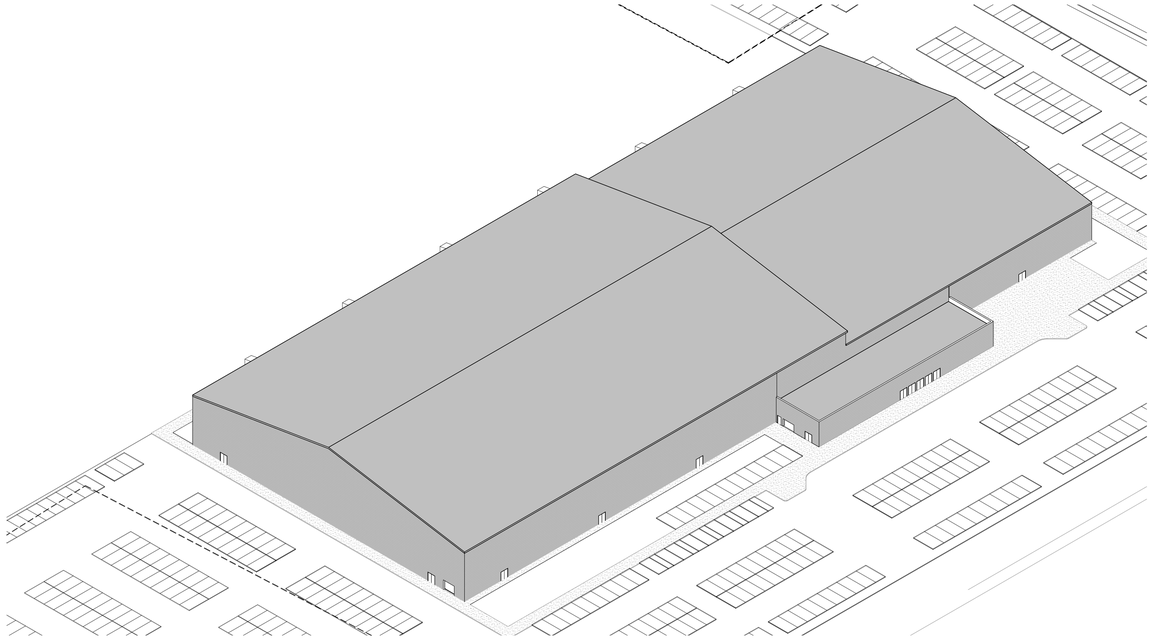
1/26/2024 4:42:36 PM PROJECT: 423-095 - ELLENSBURG COMMUNITY FIELD HOUSE



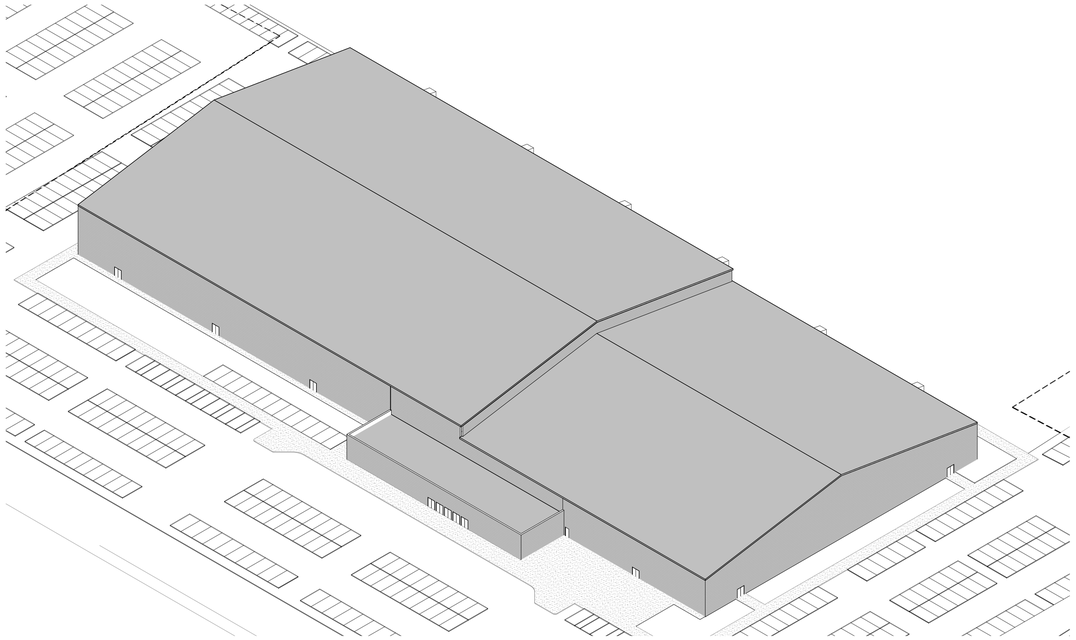
1 ISOMETRIC VIEW - NORTHWEST



2 ISOMETRIC VIEW - NORTHEAST



3 ISOMETRIC VIEW - SOUTHWEST



4 ISOMETRIC VIEW - SOUTHEAST

PICTORIAL VIEWS

HELIX DESIGN GROUP, INC.

SHIVEHATTERY ARCHITECTURE+ENGINEERING

Helix design group

1/26/2024 4:52:37 PM PROJECT #23-095 - ELLENSBURG COMMUNITY FIELD HOUSE

DATE: 01.26.24

Project Name: City of Ellensburg Field House
Project Location: Rotary Park, Ellensburg, WA

Authority Having Jurisdiction: City of Ellensburg
Applicable Codes: IBC 2021 and referenced volumes with WA Amendments

Zoning Classification: P-R

Height Limit:	Feet:	Unlimited	Stories	N/A
Setbacks:	Front:	10	Rear:	0
	Side:	0	Other:	Front 35 when R adjacent

Allowable Area:

Table 506.2	38,000	sf	
Frontage Increase (506.2):	7,125	sf	9500*.75 (IBC 506.2.1)
Total Allowable:	UL	IBC Section 507.6	
Proposed Gross Area:	150,000	sf	

Code Allowable Height: Tables 504.4 and 504.3:

Stories	Height	
3	75	ft.
Proposed Height: 1	60	ft.

Occupancy Classification: Assembly Group A-3
IBC Section 303.4

Fire Rating Requirements:
Building Elements: (Table 601)

Structural Frame:	0hr
Interior Bearing Walls	0hr
Interior Non-Bearing Walls:	0hr
Floor Construction:	0hr
Roof Construction	0hr
Exterior Bearing Walls:	0hr
Fire Rating	N/A
% Opening	N/A
Protectives	N/A

Other Rating Requirements	Wall Rating	Opening Protectives
Shaft Enclosures (IBC 713.4)	1 hr	1 hr
Building Separation (IBC 705)	N/A	N/A

Finish Requirements:
Interior Finishes (IBC Table 803.5)

Vertical Exits and Exit Passageways	Class B
Exit Access Corridors and Other Exitways	Class B
Rooms and Enclosed Spaces	Class C

Notes: f - references "places of religious worship" so does not apply

Construction Type: II-B, Sprinklered
IBC Section 602.2, 903

Egress Requirements:

Egress Width Factors	
Stairways (IBC 1005.3.1)	0.3
Other Egress Components (IBC 1005.3.2)	0.2
Allowable Exit Access Travel Distance	250 ft

IBC Table 1017.2; Review Chapters 4, 10 and 31 for additional use based restrictions

Minimum Corridor With	44 in

IBC Table 1020.3

Allowable Dead-end Corridor	20 ft

IBC Section 1020.5; Dead-End Corridor Length Not Restricted if Length < 2.5*Width

Primary Occupancy Based Fixture Count: IBC 2021 WSA Chapter 29

1250 Males; 1250 Females	Provided:	Required:	Input
Male Fixtures:	10	10	
Female WC:	20	20	
Male Lavatories:	7	7	
Female Lavatories:	10	7	
Drinking Fountains:	6	5	

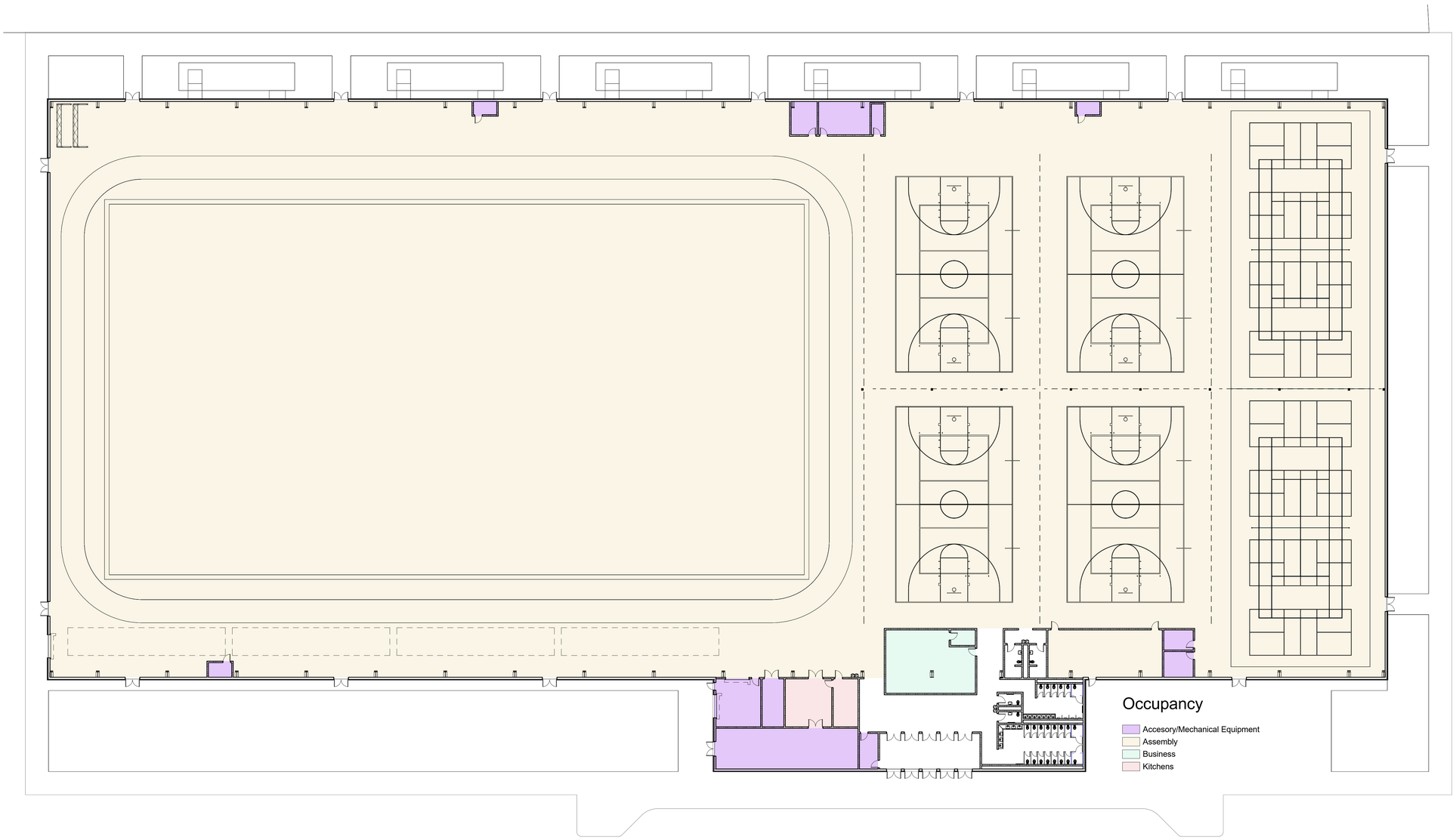
Occupancy Type (Table 1004.5)	Total Area (sf)	Occupant Factor	Factor Type	Calculation	Occupants	Egress Width		Plumbing Fixtures (A-3; 2902.1)		Parking Requirements	
Acessory / Mechanical Equipment	2,976	300	Gross	9.92	10	0.2	"/occupant	Men Fixt	125	81	Off Street 5014
Business	1,071	150	Gross	7.14	8	4011.2	"	Women WC	65	155	Accessible 61
Kitchen	685	200	Gross	3.43	4	58	double doors	Men Lav	200	51	Bike 1003
Assembly Turf (Concentrated)	86,522	7	Net	12,360.29	12,361			Women Lav	200	51	
Assembly Courts (Concentrated)	53,707	7	Net	7,672.43	7,673			Drinking Fountain	1/150; 2+/500	41	
				Total Occupants	20,056						

Occupancy Type (Table 1004.5)	Total Area (sf)	Occupant Factor	Factor Type	Calculation	Occupants	Egress Width		Plumbing Fixtures (A-3; 2902.1)		Parking Requirements	
Acessory / Mechanical Equipment	2,976	300	Gross	9.92	10	0.2	"/occupant	Men Fixt	125	38	Off Street 2343
Business	1,071	150	Gross	7.14	8	1874.4	"	Women WC	65	73	Accessible 34
Kitchen	685	200	Gross	3.43	4	27	double doors	Men Lav	200	24	Bike 469
Assembly Turf (Concentrated)	86,522	15	Net	5,768.13	5,769			Women Lav	200	24	
Assembly Courts (Concentrated)	53,707	15	Net	3,580.47	3,581			Drinking Fountain	1/150; 2+/500	20	
				Total Occupants	9,372						

Occupancy Type (Table 1004.5)	Total Area (sf)	Occupant Factor	Factor Type	Calculation	Occupants	Egress Width		Plumbing Fixtures (A-3; 2902.1)		Parking Requirements	
Acessory / Mechanical Equipment	2,976	300	Gross	9.92	10	0.2	"/occupant	Men Fixt	125	12	Off Street 707
Business	1,071	150	Gross	7.14	8	565.6	"	Women WC	65	22	Accessible 15
Kitchen	685	200	Gross	3.43	4	9	double doors	Men Lav	200	8	Bike 142
Rinks and Pools - Turf	86,522	50	Net	1,730.44	1,731			Women Lav	200	8	
Rinks and Pools - Courts	53,707	50	Net	1,074.14	1,075			Drinking Fountain	1/150; 2+/500	7	
				Total Occupants	2,828						

Design as Shown

Occupancy Type (Table 1004.5)	Total Area (sf)	Occupant Factor	Factor Type	Calculation	Occupants	Egress Width		Plumbing Fixtures (A-3; 2902.1)		Parking Requirements	
Acessory / Mechanical Equipment	2,976	300	Gross	9.92	10	0.2	"/occupant	Men Fixt	125	10	Off Street 625
Business	1,071	150	Gross	7.14	8	500	"	Women WC	65	20	Accessible 13
Kitchen	685	200	Gross	3.43	4	8	double doors	Men Lav	200	7	Bike 125
Assumed Operational Max - Turf	86,522	56.59	Net	1,529	1,529			Women Lav	200	7	
Assumed Operational Max - Courts	53,707	56.59	Net	949	949			Drinking Fountain	1/150; 2+/500	6	
				Total Occupants	2,500						



CODE INFORMATION

HELIX DESIGN GROUP, INC.

NORTH

0' 5' 1 20' 40'
SCALE: 1" = 20'

SHIVEHATTERY ARCHITECTURE + ENGINEERING
Helix design group

1/26/2024 4:39:27 PM PROJECT: 423-095 - ELLENSBURG COMMUNITY FIELD HOUSE

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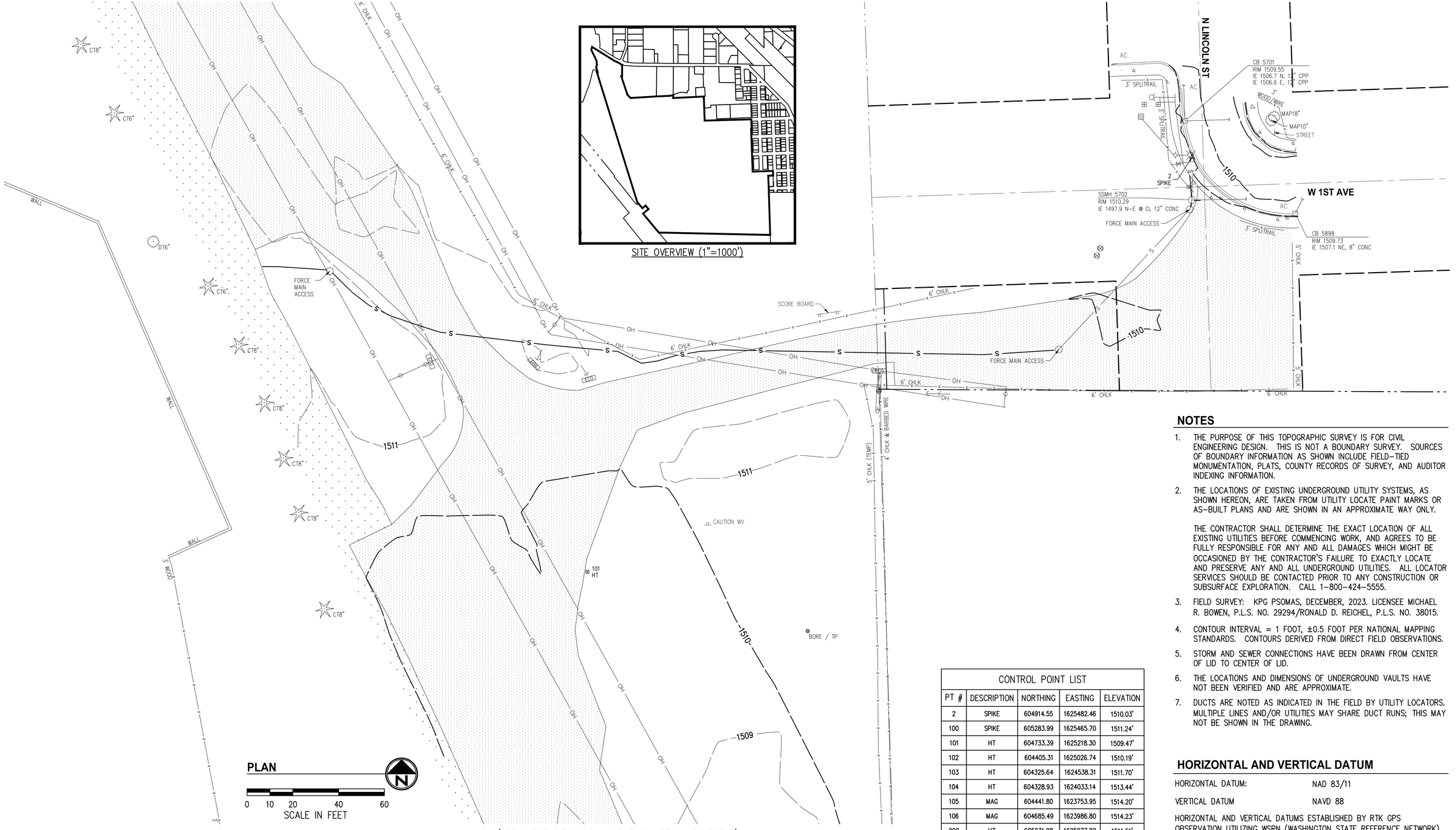
City of Ellensburg WASHINGTON

BRUCE DEES & ASSOCIATES

(SEE SHEET 2 FOR FULL SURVEYED AREA AND LEGEND)



SITE OVERVIEW (1"=1000')

PLAN

0 10 20 40 60

SCALE IN FEET

(SEE SHEET 2 FOR FULL SURVEYED AREA AND LEGEND)

NOTES

1. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR CIVIL ENGINEERING DESIGN. THIS IS NOT A BOUNDARY SURVEY. SOURCES OF BOUNDARY INFORMATION AS SHOWN INCLUDE FIELD-TIED MONUMENTATION, PLATS, COUNTY RECORDS OF SURVEY, AND AUDITOR INDEXING INFORMATION.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITY SYSTEMS, AS SHOWN HEREON, ARE TAKEN FROM UTILITY LOCATE PAINT MARKS OR AS-BUILT PLANS AND ARE SHOWN IN AN APPROXIMATE WAY ONLY.

   THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. ALL LOCATOR SERVICES SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR SUBSURFACE EXPLORATION. CALL 1-800-424-5555.
3. FIELD SURVEY: KPG PSOMAS, DECEMBER, 2023. LICENSEE MICHAEL R. BOWEN, P.L.S. NO. 29294/RONALD D. REICHEL, P.L.S. NO. 38015.
4. CONTOUR INTERVAL = 1 FOOT, ±0.5 FOOT PER NATIONAL MAPPING STANDARDS. CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS.
5. STORM AND SEWER CONNECTIONS HAVE BEEN DRAWN FROM CENTER OF LID TO CENTER OF LID.
6. THE LOCATIONS AND DIMENSIONS OF UNDERGROUND VAULTS HAVE NOT BEEN VERIFIED AND ARE APPROXIMATE.
7. DUCTS ARE NOTED AS INDICATED IN THE FIELD BY UTILITY LOCATORS. MULTIPLE LINES AND/OR UTILITIES MAY SHARE DUCT RUNS; THIS MAY NOT BE SHOWN IN THE DRAWING.

HORIZONTAL AND VERTICAL DATUM

HORIZONTAL DATUM: NAD 83/11

VERTICAL DATUM NAVD 88

HORIZONTAL AND VERTICAL DATUMS ESTABLISHED BY RTK GPS OBSERVATION UTILIZING WSRN (WASHINGTON STATE REFERENCE NETWORK)

CONTROL POINT LIST

PT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
2	SPIKE	604914.55	1625482.46	1510.03'
100	SPIKE	605283.99	1625465.70	1511.24'
101	HT	604733.39	1625218.30	1509.47'
102	HT	604405.31	1625026.74	1510.19'
103	HT	604325.64	1624538.31	1511.70'
104	HT	604328.93	1624033.14	1513.44'
105	MAG	604441.80	1623753.95	1514.20'
106	MAG	604685.49	1623986.80	1514.23'
200	HT	605031.98	1625077.82	1511.51'

NO.	DATE	BY	APPR.	REVISIONS

Approved By

ENGINEERING MANAGER	DATE	DESIGNED BY	DATE
PROJECT MANAGER	DATE	DRAWN BY	DATE
PROJECT ENGINEER	DATE	CHECKED BY	DATE

9HEL010101SURVEY.dwg
FILENAME

01/05/2024

MICHAEL R. BOWEN
STATE OF WASHINGTON
29294
REGISTERED PROFESSIONAL LAND SURVEYOR

KPG PSOMAS
Wenatchee
23 S. Wenatchee Avenue, Suite 223
Wenatchee, WA 98801 509.663.2711
Seattle | Tacoma | KPG.com

Helix design group

CITY OF ELLENSBURG
COMMUNITY FIELD HOUSE

TOPGRAPHIC SURVEY

KPG PROJ. No. 9HEL010101 SHT 1 OF 2

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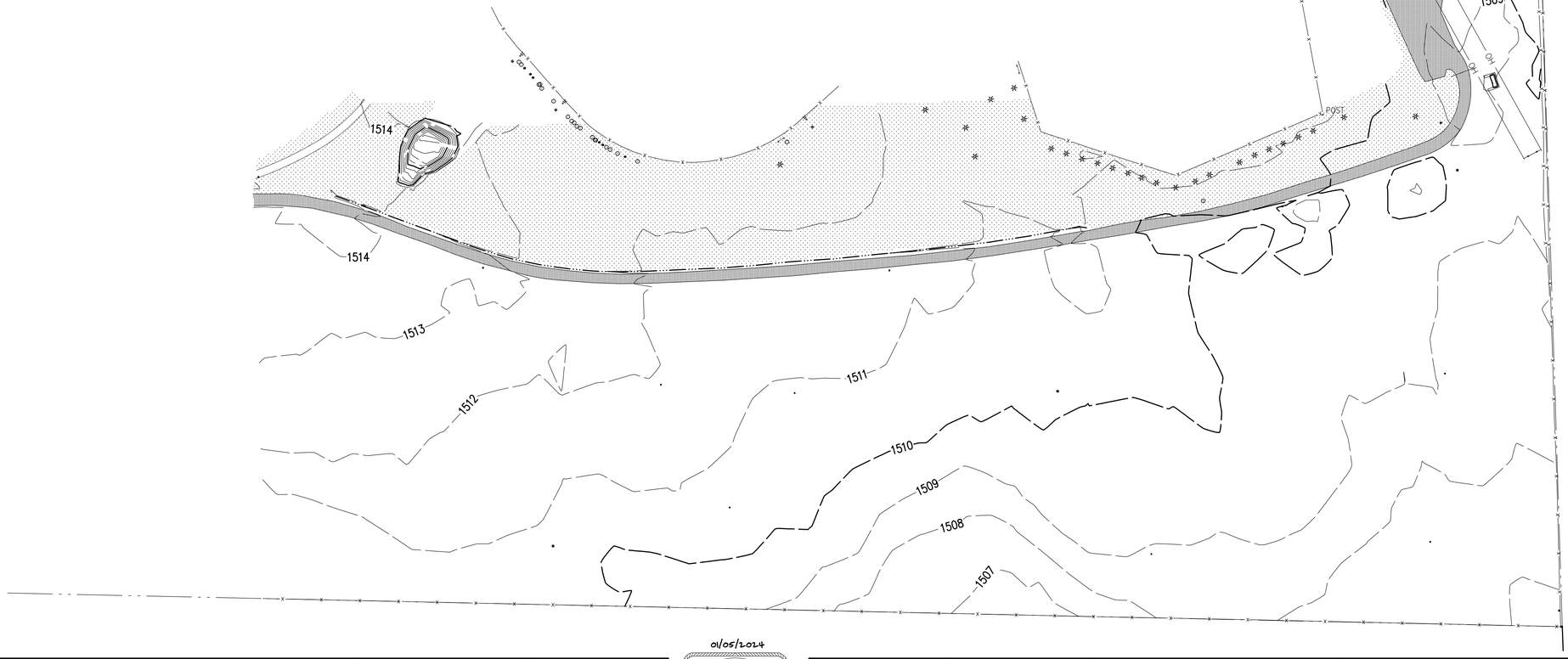
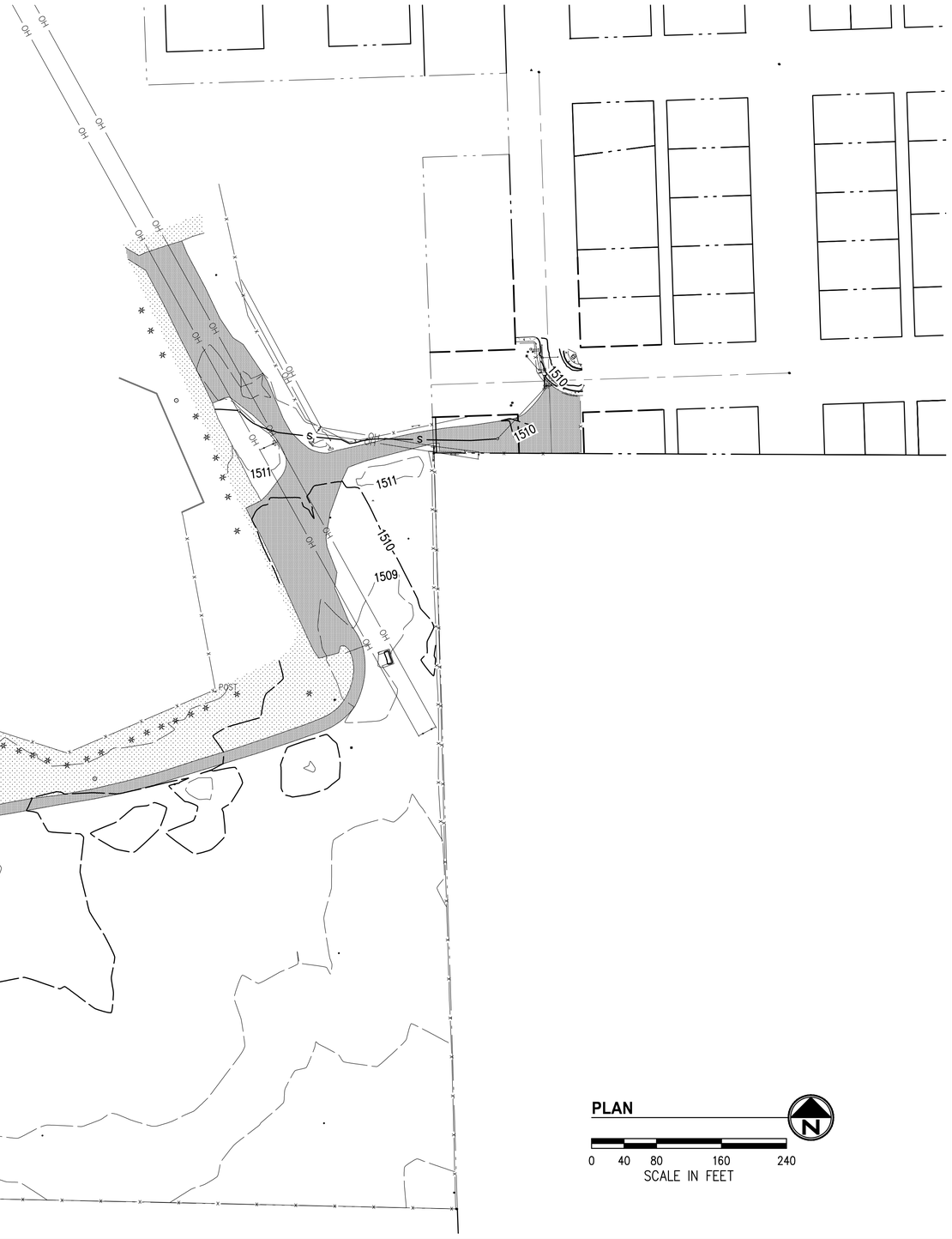
LEGEND

MIC	MONUMENT IN CASE	WV	WATER VALVE
MON	SURFACE MONUMENT	WM	WATER METER
	MAG NAIL/SPIKE	FH	FIRE HYDRANT
RC	REBAR & CAP	IRR	IRRIGATION CONTROL VALVE
	SPOT SHOT (DESCRIBED)	GP	GUARD POST
	CATCH BASIN		SIGN
	STORM DRAIN MANHOLE	XX"	STUMP, DIAMETER
	SEWER MANHOLE	XX"	DECIDUOUS TREE, DIAMETER (# OF TRUNKS)
	POWER POLE	XX"	CONIFEROUS TREE, DIAMETER (# OF TRUNKS)
	POWER POLE W/UNDERGROUND CONNECT		
	POWER POLE WITH LUMINAIRE		
	POWER POLE WITH LUMINAIRE AND UNDERGROUND CONNECT		
	POWER METER		
	GUY POLE		
	GUY ANCHOR		
	JUNCTION BOX		
	STREET LIGHT (LUMINAIRE)		
	LOT LIGHT		

P	PAINTED POWER
W	PAINTED WATER
OH	OVERHEAD UTILITY LINE (GENERIC)
SD	STORM
S	SEWER
x x x	FENCE
	EDGE OF PAVEMENT
	FLOWLINE
	CONTOUR
	CONCRETE
	GRAVEL
	GRASS
AC	ASPHALT/CONCRETE
CHLK	CHAINLINK





PLAN

N

0 40 80 160 240

SCALE IN FEET

NO.	DATE	BY	APPR.	REVISIONS

Approved By

ENGINEERING MANAGER	DATE
PROJECT MANAGER	DATE
PROJECT ENGINEER	DATE

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DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE

01/05/2024

MICHAEL R. BOWEN — STATE OF WASHINGTON — 29294 — REGISTERED PROFESSIONAL LAND SURVEYOR

KPG PSOMAS

Wenatchee
23 S. Wenatchee Avenue, Suite 223
Wenatchee, WA 98801 509.663.2711
Seattle | Tacoma | **KPG.com**

Helix design group

CITY OF ELLENSBURG
COMMUNITY FIELD HOUSE

TOPGRAPHIC SURVEY

KPG PROJ. No. 9HEL010101 | SHT 2 OF 2

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EXHIBIT B1
INSURANCE REQUIREMENTS
CITY OF ELLENSBURG
FIELDHOUSE PROJECT

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	All deductibles shall be commercially reasonable and acceptable to the Owner
2. Employer's Liability (Bodily Injury by Accident)	$1,000,000	$1,000,000	See above
3. Commercial General Liability	$2,000,000	$2,000,000	See above
4. Contractor's Protective Liability (if applicable)	$1,000,000	$1,000,000	See above
5. Commercial Automobile Liability	$1,000,000	$1,000,000	See above
6. Professional Errors and Omissions pursuant to Section 1.3 (A) and 1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	$2,000,000	$2,000,000	See above
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	$1,000,000	$1,000,000	See above
8. Umbrella Excess Liability Insurance	$5,000,000	$5,000,000	See above
Builder's Risk	Full amount of contract		$50,000

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant. ***[Note: Even if this coverage part is selected, the Design-Builder should consider obtaining its own professional liability coverage.]***

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☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

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1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below. *(List here any coverages required to be maintained after Final Payment is made)*

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

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2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *(List here any other policies for which the Owner will be an additional insured, as well as other entities who are to be named an additional insured.)*

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 RESERVED

4.1.5 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

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4.1.6 List here any coverage required to be maintained after Final Payment:

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

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EXHIBIT B2
PAYMENT BOND FORM
CITY OF ELLENSBURG
PROGRESSIVE DESIGN-BUILD AGREEMENT

PAYMENT BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)*	**SURETY:** *(Name and address)*
OWNER/OBLIGEE: *(Name and address)*	**PROJECT:** *(Name and location)*
DESIGN-BUILD AGREEMENT: Dated: Amount:	**BOND DATE:** *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:**

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

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BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

3 Notice of Claim. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

3.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

3.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

4 Surety's Obligations. When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

4.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

4.2 Pay or arrange for payment of any undisputed amounts.

5 Bond Liability. If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.1 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

7 Dispute Resolution. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety pursuant to Section 3.1; or, b) on which the Claimant last performed labor or services or furnished materials or equipment on the Project, whichever occurs first. If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-

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Builder is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Copy To Be Furnished. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10 Claimant Defined. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

10.1 A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.
(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Subcontractor Bonds. If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

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13 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	**SURETY** Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

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EXHIBIT B3
PERFORMANCE BOND FORM
CITY OF ELLENSBURG
PROGRESSIVE DESIGN-BUILD AGREEMENT

PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)*	**SURETY:** *(Name and contact information)*
OWNER/OBLIGEE: *(Name and address)*	**PROJECT:** *(Name and location)*
DESIGN-BUILD AGREEMENT: Dated: Amount:	**BOND DATE:** *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:**

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

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BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 5.

3 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 Owner's Obligations. If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

.1 The Surety, in accordance with the terms of the Design-Build Agreement; or
.2 Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

5 Surety's Obligations. When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

5.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

5.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

5.4 Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

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5.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

6 Owner's Rights. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

7 Damages Covered. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

7.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;
7.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and
7.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

8 Bond Liability. The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

10.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.
(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

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13 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 10. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.
(List below any exceptions to the above limitations on Surety's warranty obligation, if any)

14 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	**SURETY** Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

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PART 1 APPLICABLE TO ALL PHASES

1.01 INTEGRATED DELIVERY

A. Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

B. The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: the Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:

1. Create a culture of open and honest communication throughout the course of the Project;
2. Resolve disputes at the lowest possible level;
3. Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;
4. Utilize lean construction methods efficiently and effectively;
5. Utilize Building Information Modeling efficiently and effectively;
6. Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties;
7. Develop the Project consistent with the Project Goals; and
8. Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.02 PROJECT GOALS

The Owner has established the following Project Goals.

1. Create an Athletic Fieldhouse That Meets the Public's Needs. The Design-Build Team will design and construct an athletic fieldhouse that provides a substantial community and regional benefit, incorporating community input while including amenities that will benefit a wide range of user groups, including but not limited to families, youth, and senior citizens. The intent of the facility is to provide recreational access for the local community as well as create opportunities for larger events that draw participants from across the region.

2. Execute a successful, collaborative Progressive Design-Build (PDB) Process to produce the envisioned Project: The Design-Build Team will develop and utilize a collaborative relationship between the Owner, its stakeholders, and the Design-Build Team to exceed the Project Goals within the Owner's budget and schedule and demonstrating exemplary design and project management.

3. Maximize Design Within Limited Budget. The Design-Build Team will leverage the efficiencies of the progressive design-build process through innovative and lean design, construction techniques and phasing that provides an efficient and effective design with the most scope and programming within the Owner's established budget and is flexible with respect to its use over time and allows for expansion for future phases of the facility.

4. Efficient Pricing and Schedule. The Design-Build Team will provide transparent pricing and scheduling that allows the Owner to track the cost of design and construction concurrently so that the Owner is fully informed regarding the cost implications of design and other project decisions.

1.03 SUBCONTRACTS

A. Design-Builder shall submit a Subcontract Plan as required herein, subject to the approval of the Owner. After approval by the Owner, Design-Builder may only modify the Subcontract Plan upon obtaining written approval from the Owner. Design-Builder may not award any Subcontract on the basis of a lump sum price without obtaining prior written permission from the Owner, such permission shall not be unreasonably withheld.

B. All subcontracted Work associated with the performance of the construction shall be awarded by Design-Builder in accordance with the Subcontractor Plan established during Phase 1.

C. Subcontractor Procurement. Unless approved in writing by the Owner, the procurement section of the Subcontract Plan shall comply with the following:

1. All subcontracted work associated with performance of construction packages shall be award by the Design-Builder to Subcontractors in accordance with a best value selection process established between the parties. Unless otherwise agreed in writing by the parties, the best value selection process shall contain mutually acceptable evaluation criteria for the proposal and selection process that is clear and consistent and includes both qualifications and price.
2. The Design-Builder may only modify the Subcontractor Procurement Procedure after obtaining written approval from the Owner. Any such modification shall be at the sole risk and responsibility of the Design-Builder and without any modification to any applicable Commercial Terms.
3. The Design-Builder's selection of Subcontractors shall comply with the following requirements, unless modified by the Subcontractor Procurement Procedure approved in writing by the Owner:
4. The Design-Builder shall identify the scope of the Work to be subcontracted and shall identify at least three pre-qualified Subcontractors for such scope for written approval by the Owner.
5. After approval of the pre-qualified Subcontractors by the Owner, the Design-Builder shall select from the three pre-approved Subcontractors for the identified scope of the Work, unless it obtains prior written approval from the Owner to select a different Subcontractor.
6. If the Design-Builder cannot reasonably identify three pre-qualified Subcontractors, it shall inform the Owner in writing as to the reason for the inability to identify the Subcontractors and shall not proceed with the selection of a Subcontractor without the prior written approval of the Owner.
7. The Design-Builder shall select Subcontractors on the basis of the best value to the Project. If in the Design-Builder's determination, the Subcontractor who proposes the best value did not propose the lowest cost, the Design-Builder shall i) provide a written justification for the selection of the Subcontractor, and ii) obtain the Owner's written approval prior to Design-Builder entering into the Subcontract.

B. Self-Performed Construction Work. Self-Performed Construction Work means construction Work that would normally be performed by a subcontractor and does not include any costs associated with design, construction management, or Work that would be included in or described as part of any Lump Sum established by the Parties. Design-Builder must obtain prior, written approval from the Owner for the Design-Builder or the lead Constructor (if the lead Constructor is not also the Design-Builder) to perform Self-Performed Construction Work.

1. For each scope of Work for which Design-Builder proposes Self-Performed Construction Work, Design-Builder must submit to the Owner a proposal that contains the following minimum information as well as any other information reasonably requested by the Owner:

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a. A detailed description of the scope of the Self-Performed Construction Work;
b. A detailed explanation of the effect of the Self-Performed Construction Work on the Project, including but not limited to cost savings, benefits to the Project, and risks to the Project.

2. Design-Builder will provide the Owner with an estimate of the costs for all Self-Performed Construction Work on an open book and transparent basis. In calculating the costs for Self-Performed Construction Work, the following shall apply.
   a. The estimate for costs for Self-Performed Construction Work may not include lump sum costs and must show all estimated labor, material, and equipment costs by unit.
   b. The costs for Self-Performed Construction Work shall not include costs that are also included in the General Conditions Amount or any Lump Sum.
   c. Notwithstanding the above, Design-Builder may include in the costs for Self-Performed Construction Work additional general conditions costs that are directly associated with the Self-Performed Construction Work that Design-Builder would not have incurred but for the Self-Performed Construction Work.

PART 2 PHASE 1 SCOPE OF SERVICES

2.01 SUMMARY OF WORK

A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1.
B. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and all other actions and review and assess other information as reasonably necessary to verify and validate the Owner Provided Information.
C. Design Builder shall review, analyze, and validate the concepts for the scope as shown in the Owner's Project Criteria, the Owner' Provided Information, the Owner's Budget and the Schedule. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals, and if approved by the Owner, further develop such new concepts and incorporate them into the Project.
D. If requested by Owner, Design-Builder will study the suitability of sustainability objectives for the Project and provide Owner with options to incorporate sustainability measures into the Project.
E. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Project design and functionality, as well as other major elements of the Project Scope and to develop the Basis of Design Documents.
F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Guaranteed Maximum Price Proposal ("GMP Proposal"), including but not limited to the Basis of Design Documents, the Guaranteed Maximum Price, and the Schedule. The timing of the GMP Proposal and the percentage complete of the designs and specifications will be jointly determined by the Owner and the Design-Builder.
G. Design Builder shall provide the Submittals as set forth in the Contract Documents. All Submittals shall be provided in a format acceptable to the Owner.
H. The Fieldhouse Project will be developed in multiple Project Segments. The first Project Segment will include the Base Project Scope, which is intended to utilize the funds available to the Owner through the insurance proceeds from the fire that destroyed the former facility. If the Owner obtains additional funding for the project, later Project

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Segments will include Additive Project Scope to utilize the funding and create more recreational facilities and value for the community. The Project will progress through Phase 1 and Phase 2 pursuant to Section 6.6 of the Agreement for each Project Segment.

2.02 VALIDATION PERIOD.

A. Owner Provided Information. Within the time period set forth in the schedule, Design Builder shall perform such assessments, reviews, and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information, the Commercial Terms, and the Owner's Project Criteria. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:

1. Verification that any drawings or specifications provided by Owner, including but not limited to the As-Built drawings and other architectural and engineering drawings, plans and specifications are correct,
2. Constructability, including but not limited to proposed methods of construction, of the proposed structures in the Owner's Project Criteria,
3. Verification of the architectural, engineering, and other assumptions and calculations in any Owner Provided Information,
4. Examination and verification of actual site conditions as set forth below,
5. Verification of any surveys,
6. Review and assessment of all applicable Legal Requirements on the Project,
7. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the Owner's Budget, the Schedule, and the Owner's Project Criteria.

B. Site and Other Investigations. Design Builder shall perform site investigations as necessary for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Owner Project Criteria. Design Builder shall visit the Site and examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, underground facilities, all physical conditions at or contiguous to the Site, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to sufficiently identify or characterize utility locations, site conditions, contaminated materials, and observable or concealed conditions in the existing facilities, including but not limited to the following:

1. If applicable, develop requirements for survey by the Owner and submit them to the Owner at least two (2) weeks prior to the need for the survey results.
2. Undertake surveys, investigations and analysis to provide necessary data and information for project design including sufficient information to evaluate design alternatives.
3. The parties acknowledge that the following tests and survey information has been provided to Design-Builder, and the listed survey(s) and test(s) do not need to be repeated during the Validation Period. Design-Builder confirms that the survey(s) and test(s) listed below are sufficient to be able to perform a thorough Validation process. Design-Builder acknowledges that it may rely on the factual information in the survey(s) and test(s) listed below but it may not rely on the professional conclusions stated therein:
    a. [LIST TITLE AND DATE OF EACH TEST AND SURVEY THAT H

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AS BEEN PROVIDED]

C. Initial Project Scope, Target Schedule, and Target Budget. The Design-Builder will provide an Initial Project Scope, Target Schedule, and Target Budget for the applicable Project Segment. With the Validation Period for the first Project Segment, Design-Builder will provide an Initial Project Scope that includes the Base Project Scope and Additive Project Scope pursuant to Section 3.04.C.4 below, a Project Segment Phasing Analysis pursuant to Section 3.02.C.6, and the Target Budget information pursuant to Section 3.05.E.5.

D. All reports or analyses generated by Design Builder's testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated.

E. Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the contract.

F. At the time set forth in the Validation Period Schedule, the Design-Builder will provide to Owner a Validation Period Report with the deliverables set forth in Section 3.01.C.

G. With the Validation Period Report, Design-Builder will be deemed to have reviewed and verified all Owner Provided Information and Commercial Terms for the Project; therefore, Design-Builder cannot rely on any Owner Provided Information or the Owner's Project Criteria for the purposes of performing the Work, unless specifically noted in writing by the Owner.

2.03 DEVELOPMENT OF BASIS OF DESIGN DOCUMENTS

A. Design Builder shall manage the design and estimating process in a transparent collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Basis of Design Documents will establish the scope of the Work and provide the basis for the GMP. The Basis of Design Documents must be consistent with the Owner's Project Criteria as modified by the Initial Project Scope, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

C. The Owner will review and comment on the Design Submissions in a timely fashion.

D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

E. By submitting Design Submissions, Design Builder represents to the Owner that the Design Submissions may be designed and constructed for the then current Commercial Terms. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term; however, with any such Design Submissions, Design Builder must provide notice pursuant to Article 10 of the General Conditions.

2.04 DEVELOPMENT OF PROJECT COST AND GMP

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner

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relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an Open Book and transparent basis. The project controls system used by the Design Builder shall be acceptable to the Owner and will be capable of being broken down and reported in a number of different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.

C. The Design Builder will coordinate the development of the project cost and GMP with the development of the Basis of Design Documents as well as the Schedule so that the Owner may obtain an accurate GMP within the Target Budget and Schedule.

2.05 DEVELOPMENT OF PROJECT SCHEDULE

A. The forecasting and development of the Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.

B. Design Builder shall provide the Owner with frequent updates to the Schedule in a format acceptable to the Owner.

PART 3 PHASE 1 SUBMITTALS

3.01 SUBMITTALS

A. Submittals After issuance of the Notice to Proceed:

1. Design Builder shall provide the following Submittals to Owner. The parties shall establish the date of the Submission of each document below no later than the project kickoff meeting, unless the parties agree otherwise in writing.
    a. Schedule Development Plan pursuant to Section 3.02.A
    b. Phase 1 Schedule pursuant to Section 3.02.B.
    c. BIM Protocol pursuant to 3.03.A.
    d. Proposed Work Groups pursuant to Section 3.04.D.
    e. Design Management Plan pursuant to Section 3.04.A
    f. GMP Development Plan pursuant to Section 3.05.A
    g. Proposed Cost Model Structure pursuant to Section 3.05.C.
    h. Proposed Work Breakdown Structure pursuant to Section 3.05.D.
2. Owner will review the Submittals. Upon the Owner's written approval, the Submittals will be finalized and incorporated into the Contract Documents by Contract Amendment.

B. Periodic submittals During Phase 1: Design Builder shall provide the following submittals throughout Phase 1.

1. On a monthly basis and with each Application for Payment:
    a. Updates to the Phase 1 Schedule, and Project Schedule pursuant to Section 3.02.
    b. Updated Schedule of Values pursuant to Section 3.05.
2. Pursuant to the Design Submission Schedule established by the parties:
    a. Updated Design Submissions pursuant to Section 3.02.
    b. Updated project budget information pursuant to Section 3.05.

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3. Milestone Design Deliverables pursuant to Section 3.04.G.

C. Submittals in each Validation Period Report:
   1. Design-Builder shall provide the following Submittals in the Validation Period Report, unless otherwise noted in the approved Phase 1 Schedule.
      a. Phase 1 Not to Exceed Amount with Phase 1 Schedule of Values pursuant to Section 3.05.B
      b. Phase 1 Schedule pursuant to Section 3.02.B
      c. Phase 1 Scope of Work pursuant to Section 3.04.C
      d. Target Schedule pursuant to Section 3.02.C
      e. Target Budget for Phase 2 and updated Cost Model pursuant to Section 3.05.E
      f. Preliminary Schedule of Values for Phase 2 pursuant to Section 3.05.B.
      g. Initial Project Scope pursuant to Section 3.04.B.
      h. Design Submission Packages and Design Submission Schedule pursuant to Section 3.04.E.
      i. Subcontract Plan pursuant to Section 3.06.A
      j. Early GMP Plan pursuant to 3.08.A
      k. Permitting Strategy Plan pursuant to 3.09.
      l. Underutilized Business Participation and Inclusion Plan pursuant to 3.10.
      m. Quality Management Plan pursuant to Section 3.11.A and Design Quality Management Plan pursuant to Section 3.11.C.
      n. List of additional submittals (if any) required for the GMP Proposal
   2. Owner will review the Validation Report. Upon the Owner's written approval, the Submittals in the Validation Report will be finalized and incorporated into the Contract Documents by Contract Amendment pursuant to Section 6.6.1.2.c of the Agreement.

D. Early GMP Proposals: If the parties agree to the submission of Early GMPs, Early GMP Proposals shall be submitted based on the Phase 1 Schedule agreed by the Parties. The content of Early GMP Proposals will be determined pursuant to Section 6.6.1.4 of the Agreement.

E. GMP Proposal: With each GMP Proposal, Design Builder shall provide include the following Submittals.
   1. Schedule of Values depicting the Proposed GMP pursuant to Section 3.05.F.
   2. Basis of Design Documents pursuant to Section 3.04.F.
   3. Project Schedule pursuant to Section 3.02.D.
   4. Project Safety and Job Site Hazard Analysis pursuant to Section 3.07.B.
   5. Project Phasing/Staging Analysis pursuant to 3.08.B.
   6. Permitting Strategy Plan pursuant to Section 3.09.A
   7. Construction Quality Management Plan pursuant to 3.11.D.
   8. Contract Close-Out Plan pursuant to Section 3.12.
   9. Differing Site Conditions Report pursuant to Section 3.13.
   10. Any other Submittals determined by the Parties in the Validation Period Report.

3.02 SCHEDULES

A. Schedule Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Schedule Development Plan for review and approval by Owner.
   1. The Schedule Development Plan will show the following:

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a. The Key Team Member and other personnel responsible for developing and updating the Project Schedule;
b. The process for collaboratively developing the Project Schedule, including all phases of the Schedule;
c. The process for developing and communicating updates to the Project Schedule;
d. The Design-Builder's plan for mitigating schedule delays and impacts;
e. The tools and systems that the Design-Builder will use to develop and update the Project Schedule;

2. Upon approval by the Owner, the Schedule Development Plan will be incorporated into the Contract Documents via Contract Amendment.

B. Phase 1 Schedule. As set forth in Section 3.01.C herein, Design Builder shall provide a Phase 1 Schedule for each Project Segment.

1. Phase 1 Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 requirements.
2. Phase 1 Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
3. If an update to Phase 1 Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner within five (5) business days.

C. Target Schedule. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Schedule for each Project Segment that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.

1. The Proposed Target Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.
2. The Proposed Target Schedule shall be updated periodically monthly with the level of detail for each schedule update reflecting the information then available.

    a. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
    b. Design Builder shall also provide updates during the development of the Basis of Design Documents.

3. Design Builder shall meet with the Owner to review the Proposed Target Schedule and the parties shall collaboratively develop a final Target Schedule. In the event that the Owner has any comments relative to the Proposed Target Schedule or Target Schedule Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or Target Budget to fit within the Owner's objectives.
4. The Target Schedule will be used as a basis for scheduling the Project throughout Phase 1.
5. If an update to the Target Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.
6. In addition to the information set forth above, for the Validation Period for the Base Scope Project Segment, the Target Schedule will include following information:

    a. A Phasing Analysis that includes a review of future funding sources as well as a strategy to expand the project from the Base Project Scope to incorporate Additive Project Scope.

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b. A Phasing Schedule that provides an analysis of the date that potential funding sources may be received and when Additive Scope may be incorporated into the Base Project Scope.
c. The Target Schedule for the entire Project, including the Base Scope Project Segment and any proposed Additive Scope Project Segments.

D. With each GMP Proposal, Design Builder shall provide a Schedule that will incorporate the Target Schedule developed collaboratively during Phase 1 along with any updates to the schedule.

E. All schedules will be developed using pull planning. After the schedules are developed, Design-Builder will deliver the schedule in the format of a Critical Path Method (CPM) Resource loaded schedule as set forth below.

F. Critical Path Method (CPM) Resource loaded schedule

1. The CPM Schedule will contain the following
   a. All tasks required to complete the scope of work for the project.
   b. Durations for all tasks in the project schedule.
   c. Logical ties and sequence of work for every task in the schedule.
2. Project Schedule shall be detailed and organized according to the approved WBS. The project schedule will include all activities and relationships identified in the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.
3. The detailed schedule shall reflect, at a minimum, design, engineering, procurement, construction, fabrication, and delivery activities for each design package and each piece of procured equipment, key drawing release dates by discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.
4. Design-Builder and subcontractors shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.
5. Once the detailed project schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.
6. Schedule Validity and Content
   a. Prepare schedules in Primavera P6 Version 8.0 or greater format.
   b. Contain Work Breakdown Structure coding matching deliverables and work packages.
   c. Schedule will reflect all deliverables and tasks mention in the Scope of Work narrative.
   d. Schedules shall be coded for grouping by engineering, procurement, construction, and commissioning.
   e. Design, engineering, procurement and construction activities shall be included, such that Project staffing requirements can be determined or verified with schedule. The original resource-loaded construction schedule shall form basis for progress reporting, and payment.
   f. Schedules shall be provided in (XER) electronic Primavera format on a monthly basis unless otherwise agreed by the parties.
   g. Complete sequence of design, engineering, procurement and construction by activity.
   h. Schedules will be reported and calculated using retained logic. No progress override.
   i. An unlocked and searchable PDF of monthly schedule with the following

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(1) Columns showing (Activity ID, Activity Description, Original Duration, Remaining Duration, Activity Percent Complete, Start, Finish, Total Float, Baseline Start, Baseline Finish, and Baseline Finish Variance)
(2) Gantt chart illustrating schedule activities start and finish dates, baseline planned progress, actual earned progress, and critical tasks.

j. No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.
k. No out-of-sequence logic.
l. Critical path for Design-Builder's schedule activities.

3.03 BIM MODEL AND EXECUTION PLAN

If the parties agree to utilize Building Information Modeling, Design-Builder will provide the following:

A. BIM Protocol

1. Design Builder shall develop and submit an appropriate technology protocol for BIM and digital information modeling. The protocol shall define the ownership, access and responsibility with respect to project information, in particular with respect to shared BIM. On a more detailed level the protocol shall develop standards for data interfaces, layering and other criteria to be developed during the validation Phase.
2. Design Builder shall provide the BIM Protocol by the date set forth in Section 3.01.A.

B. The BIM Protocol will provide for BIM Reviews where Design Builder will present the BIM model for review. BIM Reviews will occur at the frequency agreed by the parties during the design period and as necessary during Construction. The BIM review will generally consist of a walkthrough of the 3D model showing all systems both individually and integrated, and an identification of any clashes among disciplines. Design Builder will be responsible for administering this process and resolving any clashes in a timely fashion.

C. Design Builder shall meet with the Owner to review the proposed BIM Model.
1. Design Builder shall highlight any material differences between the proposed BIM Model and the Owner's Project Criteria.
2. In the event that the Owner has any comments relative to the proposed BIM Model or finds any inconsistencies from the Owner's Project Criteria or inaccuracies in the proposed BIM Model, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed BIM Model.
3. The parties will work collaboratively to make adjustments in the proposed BIM Model, or any Commercial Term to fit within the Owner's objectives.

D. The intended use of BIM for the Project shall accomplish the following objectives:
1. For illustrations and presentation to the Owner and Stakeholders of the intended design
2. For coordination between disciplines and trades (clash detection) during design and construction
3.
4. Construction Phasing and Sequencing
5. As a data reach legacy document for Facility Management and Maintenance.

E. Use of BIM for Design and Construction:

1. BIM shall be an integral part of project delivery and shall enable all

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stakeholders to see the project clearly as it develops. BIM shall support the use of SD models to iron out sequencing and cost issues where appropriate during construction and allow pull- driven fabrication and just-in-time delivery of information, materials, parts, assemblies and required equipment and resources. Design Builder shall appoint a Modeling Coordinator who will coordinate the use and protocol of BIM with the Owner.

F. Use of BIM for Facility Management and Maintenance:

1. If requested by the Owner, Design Builder and Owner shall establish the initial requirements for the use of the model for Facility Management Monitoring and Maintenance, and additionally, Design Builder shall investigate and perform assessment of software programs to meet these requirements. During the preparation of Construction Documents, Design Builder shall meet with the Owner's operations and maintenance staff and discuss specific requirements that shall be built into the BIM model. It is the intent that any implementation of additions to the BIM design model for Building Monitoring Management and Maintenance will be included as part of future task authorizations.

3.04 DESIGN SUBMISSIONS AND SPECIFICATIONS

A. Design Management Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Design Management Plan for review and approval by Owner.

1. The Design Management Plan will show the following:

a. Organizational structure of the Design Team, including identification of Key Team Members and how the Design Team will integrate with Owner;

b. A comprehensive description of the process by which the Design-Builder will develop a design collaboratively with the Owner and the Owner's Advisor. In addition to an explanation of the process, include the following information:

(1) Describe the process of conducting a robust validation process that will significantly reduce the risks on the Project and incorporate relevant information as soon as practicable into the completion of the design;

(2) Describe the process of identifying and evaluating design alternatives and selecting the preferred alternative that considers stakeholder input, budget, early work packages, material procurement, etc. and provides balanced design solutions to meet the Project needs within the Owner's budget;

(3) Describe the process of designing to take advantage of efficient techniques, including but not limited to pre-fabrication, modularization, and other efficient construction means and method;

(4) Describe the process to incorporate constructability into the design;

(5) Describe the process for scheduling Submittals so that the Owner can review them in a logical and efficient manner;

(6) Describe the process for managing comments from Owner, stakeholders, and permitting authorities.

2. Upon approval by the Owner, the Design Management Plan will be incorporated into the Contract Documents via Contract Amendment

B. Initial Project Scope. During the Validation Period for each Project Segment, the Design-Builder shall review the Project Scope and evaluate the feasibility of including the Owner's Project Criteria within the Owner's Budget and Schedule.

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1. Design-Builder shall develop a Proposed Initial Project Scope that represents the Design-Builder's best estimate of a reasonably feasible scope of work that can be accomplished for the Proposed Target Budget and Proposed Target Schedule.
2. The Design-Builder shall submit its Proposed Initial Project Scope to Owner with the Validation Period Report, and the parties shall collaboratively develop the final Initial Project Scope that will be used as a basis for designing the Project throughout Phase 1.
3. Should the Design Builder believe the Owner's Project Criteria is not feasible within the Owner's Budget and schedule, the Design Builder will provide options, recommendations and/or alternative technical concepts for the Owner to consider. The parties may decide to determine whether to designate certain parts of the Work as Deferred Scope. Deferred Scope is work that the parties determine is not in the Initial Project Scope; however, the parties will continue to develop the work with the goal of adding the Deferred Scope back into the Project at a later time within the applicable Target Budget or GMP.
4. In addition to the information above, for the Validation Period for the Base Scope Project Segment, Design-Builder the Initial Project Scope will include following information:

    d. The Base Project Scope that will maximize the recreational uses and utility of the facility within the funds available for the Project from the insurance proceeds. The Base Project Scope will allow for future project expansion and development through the Additive Project Scope.
    e. Additive Project Scope that will correspond to potential funding sources to increase the recreational opportunities for the community.

C. Phase 1 Scope of Work. With each Validation Period Report, Design-Builder shall submit a Phase 1 Scope of Work for Owner's review and approval. The Phase 1 Scope of Work will provide detail on the Work Design-Builder will perform during the remainder of Phase 1, including but not limited to the following:
    1. Design hours by Design Submission Package
    2. General Conditions Costs
    3. Other Costs of the Work, described in detail.

D. Work Groups. The parties will establish Work Groups that correspond with the Cost Model and the Design Submission Packages. The purpose of the Work Group is to develop Design Submissions within the applicable Design Submission Package that are consistent with the Target Budget, Target Schedule, and Initial Project Scope. Not every scope may benefit from a Work Group. The Design-Builder is anticipated to propose the most efficient approach to developing design and cost within the Target Budget.
    1. By the date set forth in Section 3.01.A. of this Exhibit, the Design-Builder will provide the Owner with a list of proposed Work Groups. The parties will then collaboratively establish the final Work Groups.
    2. Each Work Group will contain representatives from both the Owner and the Design-Builder.
    3. The Work Groups will provide updated reports pursuant to this Exhibit C to the Owner's and the Design-Builder's Representatives.
    4. Work Groups will make decisions consistent with the Project Goals and the Commercial Terms. If a Work Group cannot make a decision by consensus, then the Work Group shall refer the decision to the Owner's Representative and the Design-Builder's Representative.
    5. Work Groups will collaboratively develop the Work Group Estimate using Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submission to the Owner. The Design-Builder will use the Work Group Estimates to develop the GMP.

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6. Additionally, the Work Groups will be expected to look for opportunities for removed scope, additional scope, higher quality of materials or equipment, alternates, or similar to create additional value to the Project. If applicable, reviewing scope that may have been removed when establishing the Project Program and Scope is expected to be given first consideration.

E. Design Submissions. As Design Builder develops the Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Design Submissions and specifications that will be incorporated into the Basis of Design Documents. The Design Submissions will be submitted pursuant to the Design Submission Schedule.

1. Design Builder shall segregate the Project into separate Design Submission Packages that represent a scope of work that should be logically assigned to a Work Group for development ("Design Submission Packages") for review and approval by the Owner pursuant to Section 3.01.C. of this Exhibit. The parties will then collaboratively develop the final Design Submission Packages for the Project. The Design Submission Packages will correspond with Work Groups established by the Design-Builder and the Owner to develop the Basis of Design Documents.
2. Each Work Group will submit a schedule of Design Submissions pursuant to Section 3.01.C. of this Exhibit for the applicable Design Submission Packages ("Design Submission Schedule") for review and approval by the Owner. The Design Submission Schedule will be developed such that the review of each Design Submission is of reasonable scope for prompt, efficient, and thorough review by the Owner.
3. Design Builder shall highlight any material differences between the Design Submissions as they are being developed and the Owner's Project Criteria and Initial Project Scope, as applicable.
4. In the event that the Owner has any comments relative to the Design Submissions or finds any inconsistencies from the Owner's Project Criteria and Initial Project Scope, as applicable, or inaccuracies in the Design Submissions, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Basis of Design Documents.
5. The parties will work collaboratively to make adjustments in the Design Submissions and in the proposed Basis of Design Documents to fit within the Owner's Project Goals.

F. Basis of Design Documents. The Owner and Design Builder shall work collaboratively to develop the Basis of Design Documents provided as part of the GMP Proposal for each Project Segment. The Basis of Design Documents submitted with each GMP Proposal shall include at a minimum the following documents.

1. The Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each element of the Project set forth in the Owner's Project Criteria.
2. The Specifications.
3. Performance Requirements, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:
   a. Mechanical, electrical and plumbing systems
   b. Structural capacities and requirements
   c. Warranty obligations
   d. Operations and maintenance requirements
4. Designs developed during Phase 1.
5. Legal Requirements on which the GMP Proposal is based.
6. If applicable, Sustainability Requirements and Plan which shall document the Project sustainability goals and include the following:

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a. Outline Subcontractor requirements for Sustainability in the subcontract bid documents;
b. Include a process to
(1) monitor the submittal process to ensure compliance with Sustainability goals;
(2) train Subcontractors in Sustainability requirements;
(3) review design changes during construction for Sustainability impacts and inform Owner of impacts;
(4) ensure installed products are compliant with the Sustainability requirements; and
(5) assemble and maintain records to document Sustainability goals compliance.

7. A list of the assumptions and clarifications on which the GMP and Project Schedule are based.

G. Milestone Deliverables

1. The parties will agree on any Milestone Design Submission deliverables in the Design Submission plan.

2. The Milestone Deliverables shall include major building elements and components, such as curtain walls, and finishes and shall include, but not be limited to the following.
a. Concept, Character, and Principals
b. Landscape Plan
c. Site Plan and Access;
d. Massing Plan
e. Exterior Elevations
f. Floor Plate Stacking
g. Building Sections
h. Building Entries and Circulation
i. Solar Orientation
j. Floor Plans
k. Proposed Materials and Color Palate
l. Parking Concept
m. Narrative

3. Design-Builder must have written approval from the Owner to proceed with the project after submission of each of the Milestone Design Deliverables set forth above.

3.05 COST AND GMP

A. GMP Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a final GMP Development Plan for review and approval by Owner.

1. The GMP Development Plan will include the following:
a. Describe the Design-Builder's strategies for exceeding the Project Goals.
b. Describe the process by which the Design-Builder will collaborate with Owner to establish the final GMP, including communication strategies and tools
c. Describe the Design-Builder's processes and tools for monitoring, reporting and managing cost, including but not limited to:
(1) Design to budget control and reporting processes, including the project controls software that the Design-Builder will use to provide transparency and to monitor and communicate the project

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costs to the Owner, including self-performed and subcontracted work;

(2) Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating, project, design, construction and operations management teams to execute these processes;
(3) Incorporating input from design-build or other sub-contractors;
(4) How the Design-Builder will quantify the cost of risk and how risk is factored into the cost and schedule baseline, the project costs, and schedule performance;
(5) Describe the Design-Builder's processes to avoiding surprises in unexpected costs and increases in project estimates. Specifically address the Design-Builder's approach to escalation, supply chain management, and resource scarcity;
(6) Describe the specific tools that will be used for the financial management of the Project including a description of the tool and how the tool will provide value to the Project.

2. Upon approval by the Owner, the GMP Development Plan will be incorporated into the Contract Documents via Contract Amendment.

B. Schedule of Values

1. Schedule of Values. At the times set forth herein, Design-Builder will submit Schedules of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.
2. With the submission of Design Submission Packages, Design Builder shall provide updated estimates of costs associated with the Design Submission in a format acceptable to the Owner that will be incorporated into the development of the GMP.
3. The updated estimates shall be provided on a monthly basis and shall be updated with new information as Design Builder develops and finalizes the GMP.
4. Schedule of Values.
   a. With the Validation Period Report, Design-Builder shall provide a proposed Schedule of Values for Phases 1 and 2 for Owner's review and acceptance.
   b. With the GMP Proposal, Design-Builder will provide a Schedule of Values for Phase 2.
5. On a monthly basis, Design Builder shall provide an updated Schedule of Values for the Work with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule. The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.
6. Schedule of Values Requirements
   a. Submit to Owner schedule of values allocated to various portions of Work.
   b. Submit to Owner an updated progressed CPM Schedule will substantiate the % complete of each task.

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c. Schedule of values shall be used as basis for Design-Builder's Applications for Payment, as well as a basis for identifying savings and overruns at the end of the project.

7. Sum of all values listed in schedule shall equal total GMP Contract Price.
8. Each item shall include directly proportional amount of Design-Builder's fee, as applicable.
9. Schedule of Values Form and Content

   a. Schedule of Values will match a format acceptable to Owner.
   b. Title of Project and location.
   c. Project number.
   d. Name and Address of Design-Builder.
   e. Date of submission.
   f. Schedule of Values columns will contain at a minimum the following information
      (1) Line Item # - Corresponding back to the WBS and CPM Schedule
      (2) Line Item Description
      (3) Budgetary Cost
      (4) Current Period % Complete
      (5) Current Period Cost
      (6) JTD % Complete
      (7) JTD Cost
      (8) Variance Column Representing Budgetary Cost Minus JTD Cost

C. Cost Model. Within the time frame set forth in Section 3.01.A, Design Builder shall provide a Proposed Cost Model Structure, for the Owner's review and acceptance.
   1. The Cost Model shall, at a minimum, provide the following information:
      a. List for all Design and Construction Packages, organized by CSI;
      b. Estimated base bid amounts for all Construction Packages;
      c. Construction Package Allowances.
   2. Design Builder shall utilize a project controls management system (PCMS) that will be reviewed for acceptance to the Owner.
   3. Estimates and forecasts within the Cost Model will need to have the capability to be broken down and reported on in many different formats. These formats may include organizing the estimate by different projects, project funding types, Owner cost element codes, contracts, vendors, Construction Package Sets, Construction Packages, etc. Design-Builder shall collaborate with the Owner to determine the appropriate Work Breakdown Structure that will be used for the development of the Cost Model and all Project cost estimates.
   4. In developing its Construction Packages, Design-Builder shall coordinate with the Owner to determine a packaging strategy deemed advantageous to all parties. The agreed-upon packaging strategy will be incorporated into the Cost Model and Project schedule.
   5. On a monthly basis, Design-Builder shall update estimates and forecasts as data becomes available to reflect real time information. The Owner will rely on this real-time information for accuracy of overall Owner cost forecasts across all Owner projects.

D. Work Breakdown Structure (WBS)

   1. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level. The WBS should correspond with the Cost Model.

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2. Within the time frame set forth in Section 3.01.A, Design-Builder will propose a WBS structure. Design-Builder will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Builder's entire scope for the project, broken down into manageable Submittals or work packages. This Hierarchy will be used to organize the project's scope narrative, the project's schedule, and the project's budgeted Schedule of Values (SOV). This will not be presented as a list of Submittals but as breakdown of work packages and their Submittals. The parties will agree on a form of WBS for use in the Project.

E. Target Budget. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Budget for each Project Segment that reflects Design Builder's best estimate of an achievable GMP for the Initial Project Scope.
1. The Proposed Target Budget shall include a Schedule of Values and Cost Model.
2. The Proposed Target Budget shall be updated periodically monthly with the level of detail for each update reflecting the information then available.
    a. During Phase 1, Design Builder will establish the timing for Target Budget Updates with acceptance from the Owner.
    b. Design Builder shall also provide updates during the development of the Basis of Design Documents.
3. Design Builder shall meet with the Owner to review the Proposed Target Budget and the parties shall collaboratively develop a final Target Budget. In the event that the Owner has any comments relative to the Proposed Target Budget or Target Budget Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Target Budget. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.
4. The Target Budget will be used as a basis for estimating and developing each GMP throughout Phase 1.
5. If an update to the Target Budget indicates that the Target Budget will be exceeded, Design Builder shall submit a corrective action plan to the Owner.
6. The Target Budget will be segregated into separate budgets for each Work Group (the "Work Group Budget"). Each Work Group Budget will form the basis of the Target Value Design process for the applicable Work Group to develop the estimated costs for the Work Group (the "Work Group Estimate").
4. Work Groups will collaboratively develop the Work Group Estimate using Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submissions to the Owner. The Design-Builder will use the Work Group Estimates to develop the GMP.
5. In addition to the information above, for the Validation Period for the Base Scope Project Segment, the Target Budget will include following information:
    a. The Base Project Target Budget.
    b. Additive Project Target Budgets.

F. Establishment of the GMP.
1. With each GMP Proposal, Design Builder shall prepare and submit a Schedule of Values that depicts the proposed GMP to the Owner, in a format acceptable to the Owner, reflecting Design Builder's total cost for the Project on an open book basis. The Schedule of Values shall include:
    a. The Design-Builder's Fee Percentage pursuant to Section 6.2 of the Agreement;

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b. The Cost of the Work pursuant to Section 6.3 of the Agreement;
c. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis pursuant to Section 6.4.1 of the Agreement;
d. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement;
e. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement;
f. The Cost of the Work Contingency pursuant to Section 6.4.4.1.a of the Agreement;
g. The Design-Builder's Contingency pursuant to Section 6.4.4.1.b of the Agreement;
h. The Lump Sum General Conditions Cost pursuant to Section 6.4.5 of the Agreement;
i. If applicable, a schedule of Unit Prices and Hourly Rates pursuant to Section 6.4.6 of the Agreement

2. In support of the proposed GMP, Design Builder shall provide:
   a. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the Basis of Design Documents.
   b. All material changes from the Owner's Project Criteria and Design Builder's Proposal and the costs associated with such changes.

G. Design Builder shall meet with the Owner to review the proposed GMP. In the event that the Owner has any comments relative to the proposed GMP or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed GMP, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Documents, Project Schedule, or GMP to meet the Owner's objectives.

3.06 SUBCONTRACT PLAN

A. By the date set forth in Section 3.01.C herein for each Project Segment, Design Builder shall submit for approval the Subcontract Plan that will include the following:

1. Identification of the Work anticipated to be subcontracted, including the scope of the subcontracted Work ("Subcontract Package");
2. A comprehensive explanation regarding the process for identifying, prequalifying, and negotiating with qualified Subcontractors;
3. The form Subcontracts that Design-Builder anticipates using, all of which must be in compliance with Section 2.8 of the General Conditions;
4. A Subcontractor Procurement Process that either follows the process set forth in 1.03 C herein or provides an explanation as to the suggested deviation from that process;
5. The anticipated Self-Performed Construction Work, including the information set forth in Section 1.03 D herein; and
6. An explanation regarding how Design-Builder will incorporate Subcontractor input into the design.

3.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS

A. By the date set forth in Section 3.01.C herein for the Base Scope Project Segment, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the activities associated with Phase 1.

B. With GMP Proposal for the Base Scope Project Segment, Design Builder shall submit a Project Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1. If applicable, the Design-Builder will update the Project Safety Plan and Job

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Site Hazard Analyses if applicable subsequent Project Segments.

C. No field investigation or construction activities will be authorized without acceptance of safety plans as required for the Work.

3.08 PROJECT PHASING /STAGING

A. Early GMP Plan. With each Validation Period Report, Design-Builder will provide its Early GMP Plan that will include the Design-Builder's proposed plan to complete portions of the Work prior to completion of the entire Project that would be subject to a Early GMP pursuant to Section 6.6.1.6 of the Agreement.
   1. The Early GMP Plan will include the following elements for each Early GMP Scope:
      a. A detailed description of the Early GMP Scope, including but not limited to the portion of the WBS and/or Basis of Design Documents that are applicable to the Early GMP Scope;
      b. The Early GMP Schedule; and
      c. The deliverables required for the Early GMP Proposal.
   2. If approved after negotiation with the Owner, the Early GMP Plan will be incorporated into the Contract Documents via Contract Amendment.

B. With each GMP Proposal, Design Builder shall provide a Project Phasing/Staging Analysis for all Demolition and Construction Packages that includes detailed plans for the phasing of the elements, including but not limited to all modifications and all other construction activities including the staging of construction materials and facilities.

3.09 PERMITTING STRATEGY PLAN:

A. With the Base Scope Validation Report, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for various phases and Project Segments. During Phase 1, Design Builder must meet with the applicable building officials and develop processes and time lines for plan check approvals. If applicable, the Design-Builder shall update the Permitting Strategy Plan for each subsequent Project Segment.

B. The Permitting Strategy Plan must include the following:
   1. A plan for conducting an efficient permitting process that minimizes re-design and obtains the required permits within the Project Schedule;
   2. A list of permits required for the Project;
   3. For each permit, the process and plan for obtaining the permit, including coordination of communications with permitting agency staff;
   4. For each permit, a check list for each task required to obtain the permit; and
   5. For each permit, a schedule for obtaining the Permit.

3.10 UNDERUTILIZED BUSINESS PARTICPATION AND INCLUSION PLAN

A. Design Builder shall analyze the capabilities of underutilized businesses as subcontractors, including but not limited to businesses certified by OMWBE, Veteran Owned Businesses, as well as small, regional, and local businesses and the projected manpower availability to determine and report on the percentage of the Work that such firms could reasonably be expected to perform during the Design, Preconstruction and Construction Phases of the Project.

B. Based on this analysis, with the Base Scope Validation Period Report, Design Builder shall prepare an outreach, inclusion and participation plan for underutilized businesses as subcontractors, including but not limited to businesses certified by OMWBE, Veteran Owned Businesses, as well as small, regional, and local businesses, subject to the review and approval of the Owner ("Underutilized Business Participation and Inclusion Plan"). The Underutilized Business Participation and Inclusion Plan will be a thoughtful commitment to underutilized businesses as subcontractors, including but not limited to businesses certified by OMWBE, Veteran Owned Businesses, as well as small, regional, and local

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businesses in the design and construction for the Project. Work performed by Underutilized Businesses must have a Commercially Useful Function. If applicable, Design-Builder shall update the Underutilized Business Participation and Inclusion Plan with each subsequent Project Segment.

C. As a minimum, the Underutilized Business Participation and Inclusion Plan shall include:
   1. Outreach strategies to identify Underutilized Businesses capable of performing the work in the geographic region of the Project;
   2. A complete description of the efforts to be taken on the part of Design Builder to tailor design, preconstruction services and Construction Packages so as to be capable of being performed by Underutilized consultants, designers, and/or subcontractors.
   3. The approach to procure consultants and subcontractors (e.g., open bid, prequalification, best-value, etc.) to maximize participation by Underutilized Businesses.
   4. Contracting strategies to remove barriers that allow Underutilized Businesses to be able to subcontract for the Project, such as the use of joint ventures in partnering with non-Underutilized Businesses;
   5. Business strategies to support Underutilized Businesses in being successful on the project such as introductions to banks and/or bonding companies, progressive design-build training, and retainage;
   6. Training opportunities in supporting the successful performance of the work by Underutilized Businesses.

D. At the conclusion of the Project and as a condition to Final Payment, Design-Builder shall submit to Owner and the Washington State Office of Minority and Women Business Enterprises the OMWBE Design-Build Reporting Form in the form set forth as Exhibit H.

3.11 QA/QC PLANS

A. Quality Manual
   1. The Design-Builder shall provide a comprehensive Quality Manual that describes the Quality Management System for all aspects of the Work. The Quality Manual shall establish the Quality Policy and Quality Objectives for all aspects of the Work conforming to the requirements of the ISO 9001:2015 Standard, and shall describe the processes that shall be established, implemented, controlled, and continually improved to achieve the Quality Objectives established for the Project.
   2. The Quality Objectives shall be measurable and linked to meeting the needs and performance expectations of the Owner in respect of the Project. The Quality Management System described in the Quality Manual shall include all the activities required to achieve these Quality Objectives, including the Design-Builder's controls such as scope, cost, schedule and general document control management activities. All these activities shall be subject to Internal Quality Audits and External Quality Audits.
   3. The Quality Manual shall describe the members of the Design-Build Team, including Subcontractors and Key Team Members involved in performing the Work and how key management activities (such as the Design-Builder's controls, design management and construction activities) shall interface with each other. The Quality Manual shall also provide the organization chart identifying the authority and responsibilities of all Key Team Members and other key personnel involved with the aforementioned aspects of the Project. The Quality Manual shall also show how the various levels of Quality Management System documentation are linked together.
   4. The Quality Manual shall clearly define the reporting function and authority of the Design-Builder's Quality Manager who shall liaise with the Owner and act as the

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single point representative of the Design-Builder for all matters relating to quality management for design and construction.

B. Quality Manager

1. At all times during the Project, the Design-Builder shall employ a Quality Manager who shall

   a. have experience in a similar quality management representative role for a project have a minimum 10 years of experience overseeing the design and construction of projects of similar scope and complexity to this Project;
   b. have sufficient organizational authority to implement required actions to ensure compliance with all quality requirements of this Agreement;
   c. have full access to all Quality Documentation described in the Quality Management System, including documentation maintained by all Design-Build Team Members;
   d. be responsible for developing, implementing, maintaining, and ensuring the effective operation of, the Quality Management System including auditing, reporting and implementing corrective actions for Nonconforming Work;
   e. ensure that reviews, checking, and verification are undertaken for all designs;
   f. be responsible for the supervision of any personnel supporting the Quality Manager in the execution of the Quality Plan; and
   g. be independent of the Design-Build Team and shall have the authority to immediately stop any work activity not being performed in accordance with the Agreement and not in accordance with the Quality Management Plans.

2. The Quality Manager will be responsible, at a minimum, for the following items:
   a. developing, implementing and maintaining the Quality Plans;
   b. initiating periodic management reviews, annually at a minimum;
   c. preparing Quality Audit Plans, both internally and externally;
   d. approving and signing off on the action taken in close out of Non-Conformance Reports; and
   e. developing and implementing a program for corrective actions and preventive action for Non-Conforming Work.

C. Design Quality Management Plan.

1. The Design-Builder shall implement and conform to a comprehensive Design Quality Management Plan that describes how it intends to manage the design processes for the Project. The DQMP is to apply throughout the Work.
2. The DQMP shall contain an organizational chart identifying Key Team Members and other key personnel responsible for design management and their relationship with the Quality Manager for the Design-Builder's overall Quality Management System as documented in the Design-Builder's Quality Manual. It shall also contain a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for design management and other engineering and construction management disciplines. The DQMP shall address all phases and aspects of the Work including design and construction.
3. The DQMP shall, at a minimum, include or reference detailed Quality Management System procedures and process flow charts for the following processes:

   a. design and development planning;
   b. design development reviews;
   c. design verification to ensure that design input requirements have been met;

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d. design validation to ensure that the completed project is capable of meeting its intended use;
e. handling of Owner review comments on submittals;
f. quality assessment and procurement of the Design-Build Team members responsible for design;
g. Corrective Actions, Preventive Actions and opportunities for improvement;
h. document control management;
i. Submittal scheduling and the Project Schedule audits;
j. control of revisions construction documentation during construction; and
k. control of records relating to Quality Management.

4. The above procedures and flow charts shall document who does the work, what they do, and what evidence is generated that they have done the work correctly.

D. Construction Quality Management Plan.

1. The Design-Builder shall provide a comprehensive Construction Quality Management Plan that describes how it intends to manage the construction activities, its Quality Manual and the provisions of the Agreement. The CQMP is to apply throughout the Project.
2. The CQMP shall contain an organizational chart identifying Key Team Members and other key personnel responsible for construction management and their relationship with the Quality Manager for the Design-Builder's overall Quality Management System as documented in the Design-Builder's Quality Manual. It shall also contain a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for construction management and other disciplines such as design management and environmental management. The CQMP shall address all phases and aspects of the Works, including design and construction.
3. The CQMP shall, at a minimum, include or reference detailed quality system procedures and process flow charts for the following processes:

a. Project Schedule management and audits;
b. inspection, testing and monitoring;
c. materials identification and traceability;
d. quality assessment and procurement of the Design-Build Team Members responsible for construction;
e. if approved by Owner, External Quality Audits of the Design-Build Team Members responsible for construction;
f. Internal Quality Audits;
g. control of nonconforming product;
h. Corrective Actions, Preventive Actions and opportunities for improvement;
i. document control management;
j. control of Construction Documents drawing mark ups to reflect the as-built condition including capture of the reasons for any changes from the issued for construction documents and any necessary authorizations; and control of Quality Records.

4. The above procedures and flow charts shall document who does the work, what they do, and what evidence is generated that they have done the work correctly.

3.12 CONTRACT CLOSEOUT PLAN

A. With each GMP Proposal, Design Builder shall provide a Contract Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Contract Closeout Plan will be a comprehensive outline of the process to verify that the requirements of the Work are satisfactorily completed and to manage the commissioning and closeout of the Project. The Contract Closeout Plan is a living document that will grow

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and expand as the design and construction progress. The Contract Closeout Plan should include, but not be limited to mechanisms and procedures for:

1. A list of all closeout provisions included in subcontract procurement documents;
2. A list of specific requirements for achieving Substantial and Final Completion;
3. An outline of proposed phased completions and early subcontract closeouts;
4. The system by which Design-Builder will determine and achieve commissioning and testing requirements;
5. A list of all Warranties and Warranty requirements;
6. A list of all requirements by any Utilities for acceptance and completion;
7. A check list of all training required at the conclusion of the Project;
8. A check list of all O&M Documentation that will be provided at the conclusion of the Project;
9. A process for developing and transferring Record Documents;
10. A process for managing audits and cost reconciliations of the Cost of the Work and all other costs submitted by Design-Builder;
11. Coordination with the Permitting Strategy Plan;
12. A plan for finalizing all requirements and documentation required for completion of the Project.

3.13 DIFFERING SITE CONDITIONS REPORT

A. With the GMP Proposal for the Base Scope Project Segment, Design Builder shall provide a report of all Differing Site Conditions as defined in Section 4.2 of the General Conditions of the Contract that are discovered during Phase 1. The Differing Site Conditions Report for the Base Scope Project Segment shall cover the entire Project, including any Additive Project Segments.

B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.
   1. The location of the Differing Site Condition;
   2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
   3. The date the Differing Site Condition was discovered;
   4. The impact of the Differing Site Condition on the Owner's Project Criteria, the Basis of Design Documents, and/or any Commercial Term, as applicable.

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PART 4 PHASE 2 SCOPE OF SERVICES

Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 2 of each Project Segment.

4.01 PHASE 2 SCOPE

A. Design Builder shall complete the design and construction services as set forth in the GMP Amendment and any Early GMP Amendments for each Project Segment.

B. Design Builder shall provide the Submittals set forth in this Attachment during the course of Phase 2 for each Project Segment. Submittals shall be provided in a format acceptable to the Owner.

4.02 COMPLETION OF DESIGN

A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

B. The Owner will review and comment on the Construction Documents for each Project Segment and other Design Submissions in a timely fashion.

C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

4.03 SCHEDULE OF VALUES AND COST MODEL

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. On a monthly basis, Design Builder will continue to update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an Open Book and transparent basis.

C. The Schedule of Values and Cost Model must be consistent with each GMP Amendment and any Early GMP Amendment and the format required above, unless the parties have agreed on a Change pursuant to Article 10 of the General Conditions.

4.04 SCHEDULE

A. The forecasting and development of the Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its property.

B. Design Builder shall provide the Owner with frequent updates to the Project Schedule on a monthly basis in the format required above for a scheduled completion within the GMP established in each GMP Amendment and any Early GMP Amendment.

4.05 CONSTRUCTION SERVICES

A. Design-Builder shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

4.06 COMMISSIONING, TESTING AND CLOSEOUT

A. Design Builder shall provide commissioning, testing, and closeout of the Project pursuant to the Contract Documents and the Closeout Plan.

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4.07 PHASE 2 SUBMITTALS

A. PERIODIC SUBMITTALS

1. On a monthly basis and with each Application for Payment:
   a. Updates to the Schedule pursuant to Section 3.02.
   b. Updated Schedule of Values pursuant to Section 3.05.
2. Pursuant to the Design Submission Schedule established by the parties:
   a. Updated Design Submissions pursuant to Section 3.04.
   b. Updated project budget information pursuant to Section 3.05.

B. MILESTONE SUBMITTALS. Design Builder shall provide the following Milestone Design Submissions pursuant to the Project Schedule:

1. 100% Construction Documents for each Project Segment for review and approval by the Owner.
2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents for an applicable Project Segment until it receives the Owner's written approval.

C. Design Builder shall provide such other Submittals as set forth in the Contract Documents to successfully complete the Project.

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~~Exhibit C - Scope of Services~~

updated: 9/4/2024

City of Ellensburg - Ellensburg Fieldhouse Project

Preconstruction Services Summary

Estimated MACC/GMP/LS: $17,000,000
Bid Date: 6-Aug-24
Pre-Con Notice to Proceed: 16-Sep-24
Pre-Con Complete: 14-Aug-25
Pre-Construction Duration (Months): 10.92
Construction Start: 18-Aug-25
Project Substantial Completion: 29-May-26
Construction Duration (Months): 9.34

PRECONSTRUCTION SERVICS FEE (Washington State Sales Tax not included)	$ 423,381

		NTP 9/17/24 - 12/13/24		TBD		TBD		TBD		
Position	HRS	Phase 1 - Validation Phase	HRS	Phase 1 - Design Development Period	HRS	Phase 1 - GMP Proposal (Including Early GMP's)	HRS	Phase 2 - Post GMP Period		Total
Project Executive	54	$ 9,522	0	$ -	0	$ -	0	$ -		$ 9,522
Integrated Delivery Manager	176	$ 25,694	0	$ -	0	$ -	0	$ -		$ 25,694
Project Manager	88	$ 11,647	0	$ -	0	$ -	0	$ -		$ 11,647
Project Super.	104	$ 16,927	0	$ -	0	$ -	0	$ -		$ 16,927
Project Engineer	0	$ -	0	$ -	0	$ -	0	$ -		$ -
Project Scheduler	40	$ -	0	$ -	0	$ -	0	$ -		$ -
VDC Technology Manager	0	$ -	0	$ -	0	$ -	0	$ -		$ -
Diversity & Inclusion Procurement Manager	0	$ -	0	$ -	0	$ -	0	$ -		$ -
Director of Quality Control	16	$ -	0	$ -	0	$ -	0	$ -		$ -
Safety Manager	0	$ -	0	$ -	0	$ -	0	$ -		$ -
Safety Coordinator	0	$ -	0	$ -	0	$ -	0	$ -		$ -
Chief Estimator	46	$ 7,195	0	$ -	0	$ -	0	$ -		$ 7,195
Estimator	140	$ 19,215	0	$ -	0	$ -	0	$ -		$ 19,215
Director of Sustainability	16	$ -	0	$ -	0	$ -	0	$ -		$ -
Subtotal Labor (Rounded)	680	$ 90,200	0	$ -	0	$ -	0	$ -		$ 90,200
Preconstruction Support Services										
Site Investigation Labor / Destructive Testing		$ -		$ -		$ -		$ -		$ -
Site Investigation Material / Labor / Sub.		$ -		$ -		$ -		$ -		$ -
Travel/Subsistence		$ 2,500		$ -		$ -		$ -		$ 2,500
Vehicles		$ 1,849		$ -		$ -		$ -		$ 1,849
Reproduction/Postage/Docs		$ -		$ -		$ -		$ -		$ -
Design Team Basic Services Fee plus Remodel		$ 293,207		$ -		$ -		$ -		$ 293,207
Design Team Additional Services		$ -		$ -		$ -		$ -		$ -
Additional Survey - Absher Direct - Allowance		$ 12,404		$ -		$ -		$ -		$ 12,404
Geotechnical - Absher Direct - Allowance				$ -		$ -		$ -		$ -
Test Pits, Borings, Etc. - Absher Direct, Allowance		$ -		$ -		$ -		$ -		$ -
Design Services Allowance (3%)				$ -		$ -		$ -		$ -
Community Outreach Support		$ -		$ -		$ -		$ -		$ -
Builders Risk	0.400%	$ 1,601		$ -		$ -		$ -		$ 1,601
State B & O Tax	0.471%	$ 1,892		$ -		$ -		$ -		$ 1,892
City B&O Tax	0.000%	$ -		$ -		$ -		$ -		$ -
City License	0.000%	$ -		$ -		$ -		$ -		$ -
General Liability Insurance	1.000%	$ 4,037		$ -		$ -		$ -		$ 4,037
Warranty	0.000%	$ -		$ -		$ -		$ -		$ -
Tech Charge	0.000%	$ -		$ -		$ -		$ -		$ -
Bond	0.580%	$ 2,365		$ -		$ -		$ -		$ 2,365
Fee (3.25% for OH+P)	3.250%	$ 13,327		$ -		$ -		$ -		$ 13,327
Total by Phase		$ 423,381		$ -		$ -		$ -		$ 423,381

TOTAL PRECONSTRUCTION SERVICES (WSST not included): $ 423,381

Comments

City of Ellensburg - Ellensburg Fieldhouse Project

		Project Executive	Integrated Delivery Manager	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Technology Manager	VDC Engineer	Diversity & Inclusion Procurement Manager	Director of Quality Control	Safety Manager	Chief Estimator	Estimator	Director of Sustainability	Total Hrs
		Aaron Binger	John Vandervate	Cory Patton	Jason Heidal	Staff	Staff	Kyle Absher	Staff	Stephanie Caldwell	Damion Walker	Josh Boyd	Adam Buckley	Staff	Stephanie Gowing	
Phase 1 - Validation Phase																
Task 1.2	Project Kickoff Meeting	2	2	2	2								2			10.00
Task 1.3	Team Orientation Workshop / Partnering Session	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.4	Owner/Design Team Meetings	8	16	6	6											36.00
Task 1.5	Data Collection	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.6	Existing Conditions Assessment	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.7	Recommend Investigations to Verify Existing Conditions and Systems	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.8	Site Visit(s)	8	8	4	8								4			32.00
Task 1.11	Community Outreach	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.12	Equity Inclusion Planning	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.13	Preliminary Evaluation of the Cost of Work															0.00
Task 1.14	Prepare Cost Estimate	32	110	40	24								40	140		386.00
Task 1.15	Prepare Estimate A+C's Documentation	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.16	Prepare Work Breakdown Structure (for estimating and/or schedling purposes)	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.22	Project Schedule (Target Schedule)	4	16	20	40		40									120.00
Task 1.23	Project Phasing Plan	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.24	Permit & Utility Coordination Plan	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.26	Procurement Schedule	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.33	Constructability Review	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.34	Site Logistics Study		8	8	16											32.00
Task 1.35	Risk Management Planning		8	8	8											24.00
Task 1.36	Quality Control / Quality Management Planning		8								16					24.00
Task 1.37	Sustainability Planning & Reporting														16	16.00
Task 1.38	Preconstruction Concept Phase Report	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
		54	176	88	104	0	40	0	0	0	16	0	46	140	16	680
		$ 176.34	$ 145.99	$ 132.35	$ 162.76	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 156.41	$ 137.25	$ -	$ 132.65
		$ 9,522	$ 25,694	$ 11,647	$ 16,927	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,195	$ 19,215	$ -	$ 90,200
Phase 1 - Design Development Period																
Task 2.1	Prepare / Update Preconstruction Work Plan															0.00
Task 2.2	Owner/Design Team Meetings															0.00
Task 2.3	Team Orientation Workshop / Partnering Session															0.00
Task 2.4	Site Visit(s)															0.00
Task 2.5	Community Outreach and Engagement															0.00
Task 2.6	Equity Inclusion Planning															0.00
Task 2.7	Equity Reporting															0.00
Task 2.8	Community Workforce Development															0.00
Task 2.9	Strategic Partnership Development Between Suppliers and Material Providers and sbe, dbe, MBE, WBE & MWBE Subcontractors															0.00
Task 2.10	Trade Organization Workforce Pipeline Creation															0.00
Task 2.11	sbe, dbe, MBE, WBE & MWBE Subcontractor Outreach															0.00
Task 2.12	Mentor sbe, dbe, MBE, WBE & MWBE Subcontractors															0.00
Task 2.13	sbe, dbe, MBE, WBE & MWBE Bid Package / Work Scope Development															0.00
Task 2.14	Conduct sbe, dbe, MBE, WBE & MWBE Bidding Workshops															0.00
Task 2.15	Create and Foster Mentor Protégé Relationships Between sbe, dbe, MBE, WBE & MWBE and Large Firms															0.00
Task 2.16	Negotiated Support Services - sbe, dbe, MBE, WBE & MWBE Contracting															0.00
Task 2.17	Reimbursable Support Services sbe, dbe, MBE, WBE & MWBE Contracting															0.00
Task 2.18	Preliminary Evaluation of the Cost of Work															0.00
Task 2.19	Periodic Estimate Updates															0.00
Task 2.20	Prepare Cost Estimate															0.00
Task 2.21	Prepare Estimate Variance Report															0.00
Task 2.22	Budget Control Log															0.00
Task 2.23	Target Design Specific Estimate															0.00
Task 2.24	Update & Expand the Value Engineering Log															0.00
Task 2.25	Prepare Estimate A+C's Documentation															0.00

ABSHER

updated: 9/4/2024
Project Bill Rates

City of Ellensburg - Ellensburg Fieldhouse Project			
Name	Position	Standard Bill Rate - 2024	Bill Rate 103.7%
TBD	Director of Precon.	$ -	$ -
TBD	Construction Manager	$ -	$ -
Aaron Binger	Project Executive	$ 176.34	$ 182.86
John Vandervate	Integrated Delivery Manager	$ 145.99	$ 151.39
Cory Patton	Project Manager	$ 132.35	$ 137.25
Jason Heidal	Project Super.	$ 162.76	$ 168.78
Staff	Assistant Super.	$ -	$ -
Staff	Project Engineer	$ -	$ -
Staff	Project Scheduler	$ -	$ -
Kyle Absher	VDC Technology Manager	$ -	$ -
Staff	VDC Engineer	$ -	$ -
Stephanie Caldwell	Diversity & Inclusion Procurement Manager	$ -	$ -
Damion Walker	Director of Quality Control	$ -	$ -
TBD	Consultant 2	$ -	$ -
TBD	Consultant 3	$ -	$ -
TBD	Community Workforce Agreement Liaison	$ -	$ -
Josh Boyd	Safety Manager	$ -	$ -
Staff	Safety Coordinator	$ -	$ -
Adam Buckley	Chief Estimator	$ 156.41	$ 162.20
Staff	Estimator	$ 132.35	$ 137.25
Stephanie Gowing	Director of Sustainability	$ -	$ -
Staff	Job Cost Accountant	$ -	$ -

ATTACHMENT A

City of Ellensburg Fieldhouse
Total Fee Proposal Summary
Validation Period NTE Fee - RFP Submittal

Date 09.04.24

Fee Summary Validation Period		
Architecture		$207,552
Expenses		$15,000
M/E/P Engineering		$16,500
Civil Engineering		$22,000
Structural Engineering		$5,500
SUB-TOTAL		**$266,552**
Contingency	10%	$26,655
TOTAL		**$293,207**

General Notes:
1. Absher to provide fees for other disciplinces as determined necessary for Validation Period Support.
2. Asher responsible for providing RFP Phase 1 Submittals; including deliverables, assembling and issuing of Reports to COE.
Phase 1 Submittals (Section 3.01); NTP Submittal Section 3.01A, Periodic Submittals (Section 3.01B) and Validation Period Report (Section 3.01C)

ATTACHMENT A

City of Ellensburg Fieldhouse
Validation Period NTE Fee - RFP Submittal

Helix design group

Date 09.04.24

	Architectural Tasks	Grade 9 Prof. Staff Principal/Arc/PM	Grade 8 Prof. Staff Arch/PM	Grade 8 Prof. Staff Arch/PM	Grade 7 Prof. Staff Arch/PM	Grade 6 Prof. Staff Arc/PM	Grade 5 Prof. Staff Job Captain Arch/Des	Grade 4 Prof. Staff Job Captain Arch/Int Des	Grade 3 Prof. Staff Interior Designer/Administration	Grade 2 Prof. Staff Arch/Designer Administration	Grade 1 Prof. Staff Interior Designer/ Permit Specialist/ Graphic Designer	Administrative Support	
		BM 15%	JB 50%	JM 25%		Architect 50%	Job Captain 50%			BIM Coordinator	Permit Specialist Graphics	ADM	
		$ 247.00	$ 228.00	$ 228.00	$ 209.00	$ 192.00	$ 178.00	$ 160.00	$ 143.00	$ 128.00	$ 107.00	$ 73.00	
1	Pre-Validation Period Activities (2 weeks)	12	40	20									
2	Validation Period (10 weeks)	60	200	100		200	200					120	
3	In-Person Meeting / Site Visit (2-day) - Attendance	16	16	16									
4	Permitting										40		
5	BIM Execution Plan and BIM Protocol									40			
6	Graphics										40		
	total hours	88	256	136	0	200	200	0	0	40	80	120	1120
	Total Architectural Service	$ 21,736.00	$ 58,368.00	$ 31,008.00	$ -	$ 38,400.00	$ 35,600.00	$ -	$ -	$ 5,120.00	$ 8,560.00	$ 8,760.00	$ 207,552.00

Total Architectural	$ 207,552

ATTACHMENT A

Validation Period (10 week)

Mechanical, Electrical, Plumbing (M/E/P) Engineering

BCE Engineers		Allowance		$ 15,000
Validation Period Support [1]			Helix mark-up @ 10%	$ 1,500
Total				$ 16,500

Civil Engineering and Landscape

KPG		Allowance		$ 20,000
Validation Period Support [1]			Helix mark-up @ 10%	$ 2,000
Total				$ 22,000

Structural Engineering

PCS		Allowance		$ 5,000
Validation Period Support [1]			Helix mark-up @ 10%	$ 500
Total				$ 5,500

Footnotes:
[1] In-person meeting attendance not included in Fee Proposal.

EXHIBIT F
FORM OF GMP AMENDMENT
CITY OF ELLENSBURG
PROGRESSIVE DESIGN-BUILD AGREEMENT

Unless the parties agree in writing otherwise, the GMP Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this GMP Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP Amendment conflict with the Agreement, the terms in this GMP Amendment shall govern.

2. The Design-Builder has submitted to Owner the GMP Proposal pursuant to Section 6.6.1.5 of the Agreement.

3. The Owner has reviewed the GMP Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.6 of the Agreement, and the Owner has accepted the GMP Proposal as reconciled. The conformed, reconciled GMP Proposal is attached to this GMP Amendment at Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to Section 6.6.1.7 of the Agreement.

5. Consistent with the GMP Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	$
Cost of the Work	$
Design-Builder's Lump Sum Fee	$
Lump Sum General Conditions Costs	$
Cost of the Work Contingency (Section 6.4.4.1.a)	$
Design-Builder's Contingency (Section 6.4.4.1.b)	$
Substantial Completion Date	
Final Completion Date	

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B to the GMP Amendment.

   b. Not to Exceed Sums as set forth in Section 6.4.2 of the Agreement are set forth and described in Exhibit C to the GMP Amendment.

   c. Lump Sums as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above) are set forth and described in Exhibit D to the GMP Amendment.

   d. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit E to the GMP Amendment.

   e. Design-Builder's Lump Sum General Conditions Costs as set forth in Section 6.4.5 of the Agreement are set forth above and described in Exhibit F to the GMP Amendment.

   f. Unit Prices and Hourly Rates as set forth in Section 6.5.6 of the Agreement are described in Exhibit G to the GMP Amendment.

   g. Liquidated Damages as provided in Section 5.4 – 5.6 of the Agreement are $_____ per calendar day.

EXHIBIT F
FORM OF GMP AMENDMENT
CITY OF ELLENSBURG
PROGRESSIVE DESIGN-BUILD AGREEMENT

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CITY OF ELLENSBURG	**DESIGN-BUILDER**
By _____	_____
_____	Name of Design-Builder
Its _____	By _____
	Its _____
Date: _____	Date: _____
	DESIGN-BUILDER'S ADDRESS AND PHONE:
_____	_____
	_____

EXHIBIT F
FORM OF VALIDATION AMENDMENT
CITY OF ELLENSBURG
PROGRESSIVE DESIGN-BUILD AGREEMENT

Unless the parties agree in writing otherwise, the Validation Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this Validation Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Validation Amendment conflict with the Agreement, the terms in this Validation Amendment shall govern.

2. The Design-Builder has submitted to Owner the Validation Proposal pursuant to Section 2.02.H of Exhibit C.

3. The parties have collaboratively developed the terms of this Amendment pursuant to Section 6.6.1 of the Agreement.

4. The Parties agree to enter into this Validation Amendment to continue Phase 1 of the Project pursuant to Section 6.6.1.2.b of the Agreement.

5. The parties hereby establish the following Commercial Terms:

Phase 1 Not to Exceed Amount	$
Phase 1 Completion Date	
Validated GMP	$

6. Other Commercial Terms are set forth in the following Exhibits to this Amendment, which are incorporated as if fully set forth herein:

Exhibit A: Phase 1 Schedule of Values

Exhibit B: Updated Phase 1 Schedule

Exhibit C: Phase 1 Scope of Work

Exhibit D: Target Schedule

Exhibit E: Validated GMP and Updated Cost Model with Phase 2 Schedule of Values

Exhibit F: Initial Project Scope

Exhibit G: Design Submittal Packages

Exhibit H: Project Safety and Job Hazard Analysis for Phase 1

Exhibit I: Subcontract Plan

Exhibit J: Inclusion Plan for Disadvantaged and Small Businesses

Exhibit K: Design Quality Management Plan

[List other agreed submittals here]

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Phase 1 Not to Exceed Amount set forth above.

EXHIBIT F
FORM OF VALIDATION AMENDMENT
CITY OF ELLENSBURG
PROGRESSIVE DESIGN-BUILD AGREEMENT

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CITY OF ELLENSBURG

By _____

_____

Its _____

Date: _____

DESIGN-BUILDER

_____

Name of Design-Builder

By _____

Its _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND PHONE:

EXHIBIT G
FORM PHASE 2 CHANGE ORDER

Phase 2 Contract Change Order

	Design-Builder

Project Name: Fieldhouse **Change Order#: _____**

COR#	Description of Change	Change in Contract Time	Change in GMP

Original Guaranteed Maximum Price	$
Net change by previous authorized Change Orders	$
Total net *[check one]* □ ☐ Increase / □ ☐□ Decrease in the GMP by this Change Order	$
New Guaranteed Maximum Price including this Change Order	$

The new Contract Time including this Change Order is:

New Scheduled Substantial Completion Date	
New Scheduled Interim Milestone Dates:	
New Final Completion Date	

The changes in the GMP and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

City of Ellensburg	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

As described by *RCW 39.10.330(8) Design-build contract award process* "Any contract must require the firm awar enterprises its utilization of the office of minority and women's business enterprises certified businesses and vete prime and sub-contractors for each design build contract. Please see below for assistance.

OMWBE Design-Build Contract Award Reporting Form For Each Public Body-To-Prime Payment And (Duration)	
Step 1:	**Public Body Contract Administrator:** Complete this form as prompted and provide to the
Step 2:	**Prime Contractor:** Complete this form as prompted and provide to the Sub Contractor at t
Step 3:	**Sub Contractor:** Complete this form as prompted and provide to the Public Body Contract
Step 4:	**Public Body Contract Administrator:** Review and complete all entries and provide to OMV

Completed by: -->	Public Body	Public Body	Prime Contractor
Column Definitions -->	Name of Public Body	Name of Prime Contractor *(Only one Prime Contractor per form)*	Name of Sub-Contractor *(Multiple Subs can be listed per form if same contract number)*
Example: -->	Washington County	ABC Construction	A+ Plumbing
1			
2			
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47			
48			
49			
50			
TOTAL -->			

*Some firms have multiple certifications and could be both OMWBE and Veternan (WDVA/VET) Certified. For OMWBE

**The Notes Tab is for all users including Prime reporting payment delays such as withholding full or partial payment f

For assistance with these forms please contact: SupplierDiversity@OMWBE.WA.GOV

For additional information on Revised Code of Washington 39.10.330 please visit: RCW 39.10.330: Design-build

ded the contract to track and report to the public body and to the office of minority and women's business
eran certified businesses". The form below is to be used to track and report the contracts awarded to the

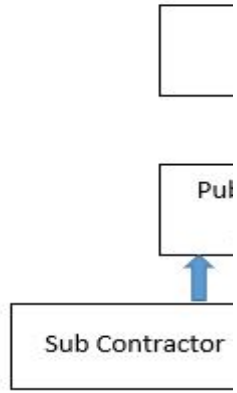
d Prime-To-Sub Payment(s) To OMWBE OMWBE/WDVA Certified Firms By Contract

prime contractor at the time of award.

he time of each payment made. Note: One form per Sub Contractor is permitted.

Administrator identified on the form.

VBE quarterly (15th of April, July, October, January) at SupplierDiversity@OMWBE.WA.GOV

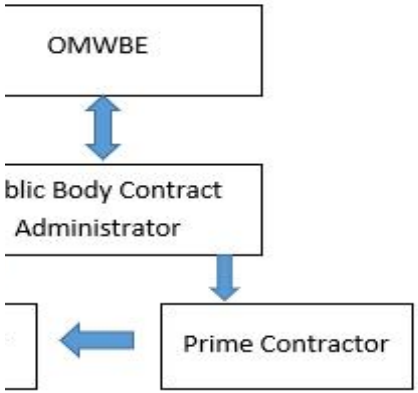


Prime Contractor	Prime Contractor	Prime Contractor	Prime Contractor	Public Body	Prime Contractor
OMWBE Certification Type: (MBE, MWBE, WBE, CBE, SEDBE, DBE, ACDBE, SBE) *If more than one separtate with comma*	*OMWBE Certification Number (Prime or Sub) *If more than one separtate with comma*	*WDVA (VET) Certification Number (Prime or Sub)	Date Prime Requested Payment From Public Body	Date Public Body Paid Prime	Payment Amount Prime Paid Sub
MBE, DBE	M9M0099999, D9M0099999	1234ABCD	07/01/21	07/21/21	$10,000.00

					$0.00

E firms with both state and federal certifications please separate with a comma.
for Sub Contractor perfomance issues.

d contract award process



Prime Contractor	Sub Contractor	Sub Contractor	Sub Contractor	Do not enter	Public Body
Prime Payment to Sub - Disputed Amount ***Use the Notes Tab to provide detail*	Date Sub Requested Payment From Prime	Payment Received From Prime Date	Payment Amount Sub Received by Prime	Payment amount difference between Prime and Sub *(Calculated automatically)*	Contract Number *(Only one contract number per form)*
$0.00	08/01/21	08/05/21	$9,500.00	-$500.00	JC-2222
$0.00				$0.00	
$0.00				$0.00	
$0.00				$0.00	
$0.00				$0.00	
$0.00				$0.00	
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$0.00				$0.00	
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$0.00				$0.00	
$0.00			**$0.00**	**$0.00**	

Public Body	Prime Contractor	Public Body	Public Body	Do not enter
Contract Title	Description of Work Performed or Supplied by Sub Contractor	Contract Value (Paid to Prime) ***Please use the Notes Tab for payment delays*	% M/WBE or WDVA (VET) Goal (Prime/Sub) ***Note: Enter on line T12 and form will fill in***	Dollar amount when goal is met *(Calculated per Value & Goal)*
Kitchen remodel	Kitchen plumbing repairs	$100,000.00	15%	$15,000.00
			0%	$0.00
			0%	$0.00
			0%	$0.00
			0%	$0.00
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			0%	$0.00
			0%	$0.00
			0%	$0.00
			0%	$0.00
		$0.00	**0%**	**$0.00**

Do not enter	Public Body	Public Body	Prime Contractor
% of Goal Actually Paid/Met *(Calculated when payment is entered)*	Name of Public Body Administrator	Email of Public Body Administrator	Name of Prime Contact
10%	Mary Smith	MarySmith@wacounty.org	John Doe
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Prime Contractor	Sub Contractor	Sub Contractor
Email of Prime Contact	Name of Sub Contact	Email of Sub Contact
Jdoe@abc.gmail	Jane Smith	Jsmith@123.com

Meeting Date: October 7, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2025 Proposed Revenue Sources (Public Comment Opportunity)
Submitted by: Keith Bassett, Assistant Finance Director
Department: Finance

Suggested Motion/Action:
Receive 2025 Proposed Revenue Sources (no other action required).

Background/Summary:
The 2025/2026 Biennial Budget Development Process continues. This meeting begins the conversation with the Council regarding the contents and constraints of the 2025/2026 budget, a conversation which will continue through adoption of the budget, currently scheduled for the December 2 Council Meeting. Future meetings will focus on the specifics of the proposed budget, including further refinement of projections and assumptions presented tonight. Three public hearings will be scheduled for the purpose of City Council consideration of, and receiving public comment on, elements of the budget, including a Public Hearing specifically on the proposed 2025 revenue sources supporting the activities of the General Fund, which is currently scheduled for November 4.

As set forth in RCW 35A.33.135, the City Council shall receive information on the estimated General Fund revenues from all sources for the current year as well as estimates for the following budget period, on or before the first Monday of October preceding each biennium.

Previous Council Action:
The Council regularly receives quarterly reports which include General Fund revenue estimates for the current year.

Analysis:
Estimated 2025 revenues have been prepared to determine the availability of revenue to support the City's financial needs of the general government in 2025. The City's 2025-2026 Biennial Budget will consider the estimated available revenues and anticipated financial requirements, and will recommend an amount to be raised by ad valorem taxes in 2025. Staff will continue to refine revenue estimates throughout the budget development process as more months of actual experience are available. Current General Fund revenue estimates will be transmitted to Council during the meeting.

Financial Impact:
None at this time.

Budget Adjustment: No

Attachments:
1. City Revenues - CC Budget Workshop 10-7-2024

Budget Workshop Primer and Revenues

General Fund Revenue

Ellensburg City Council Meeting
October 7, 2024

Jerica Pascoe, Finance Director
Heidi Behrends Cerniwey, City Manager

1

Budget Overview & Revenues

About the Budget – Structure, process, etc.
Governmental Funds & Activities
Revenues
About Taxes: Property & Sales
Financial Toolbox
Next Steps

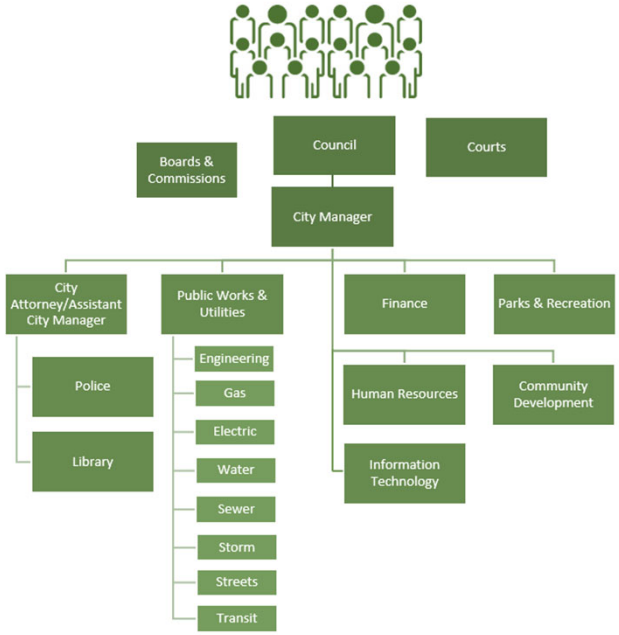
2

20,970 population	~$124 million	70% people
232 employees	10+ facilities	150 acres
6 utilities + transit	11,000 customers	14,608 library cards

3

City Organizational Chart

RCW 35A.13 Council-Manager



4

Budget Basics

- Total 2-year Biennial Budget
- Organized by funds - 36 “buckets”
- Audited by the State Auditor for State, Local, and Federal compliance
- One-time revenue to one-time expenses
- Structural deficit of revenue growth not keeping pace with growth in expenditures
- Basic revenue sources: taxes, customer charges, and fees
- Tax-payer supported for the public good and to be available as needed (streets, police, parks, library)
- User supported for individual good for on-demand services (permits, utilities, recreation, inspections)
- The general tax capacity is heavily limited by State law – can only tax where City has authority

5

Budget Structure

Governmental Funds

General Fund

Special Revenue Funds

Capital Project Funds

Debt Service Funds

Proprietary Funds

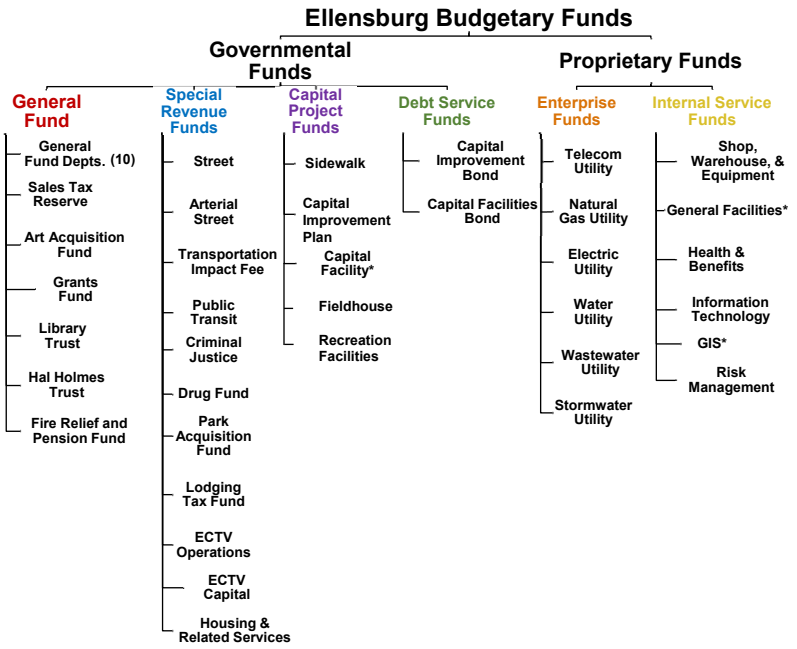
Enterprise Funds

Internal Service Funds

6

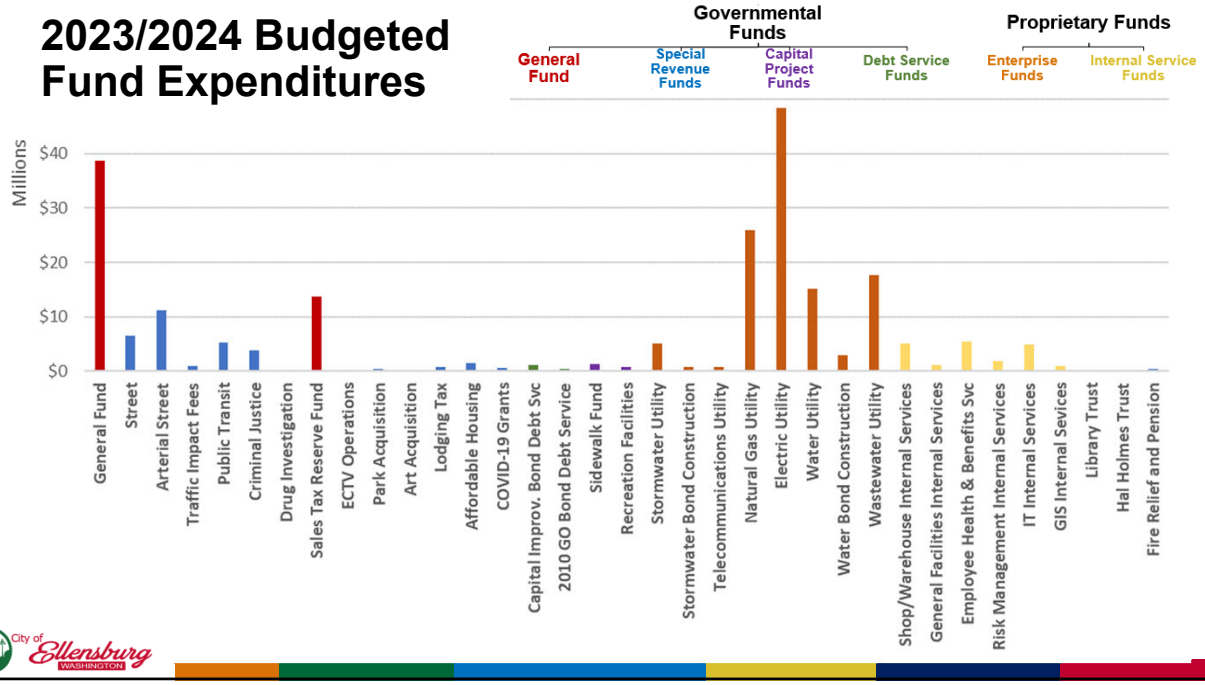
Budget Structure

- 44 Funds
- Restricted revenues
- Dedicated expenditures



7

2023/2024 Budgeted Fund Expenditures



8

Governmental Funds

General Fund

Special Revenue Funds

Capital Project Funds

Debt Service Funds

9

Governmental Funds

A governmental fund is a grouping used in accounting for **tax supported** activities completed by the government (its opposite is a proprietary fund, which accounts for business-like activities conducted by government).

- **General Funds-** Chief Operating Fund for entire government
- **Special Revenue Funds –** track revenue from specific sources restricted to certain purposes
- **Debt Service Funds –** to pay back long-term debt
- **Capital Project Funds –** resources related to construction of major capital projects or facilities
- **Permanent Funds –** restricted endowment fund

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Governmental Fund Activities

- Council/City Management
- General Government
- Economic Development
- Community Development
- Parks & Recreation
- Library Services
- Engineering Services
- Library Services
- Public Safety
- Affordable Housing
- Streets
- Sidewalks

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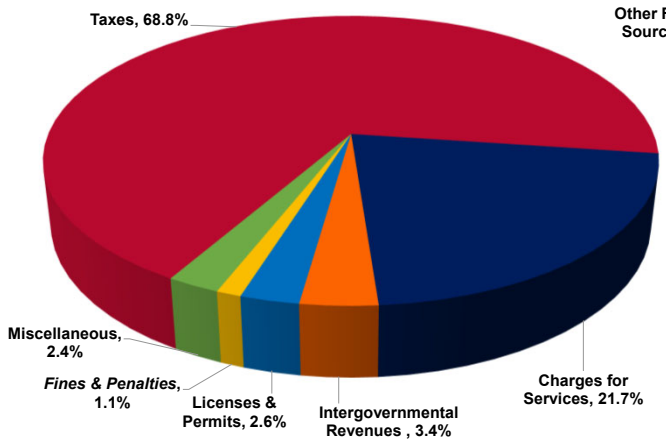
General Fund Revenue – 2025 Projected



Taxes	$14,916,310
Charges for Services	$ 4,695,509
Intergovernmental Revenues	$ 742,024
Licenses & Permits	$ 568,828
Fines & Penalties	$ 240,000
Miscellaneous	$ 512,110
Other Financing Sources	$ 0
Total Revenue	**$ 21,674,781**
Est. Beginning Fund Balance	$ 9,225,557
Total General Funding Sources	**$ 30,900,338**

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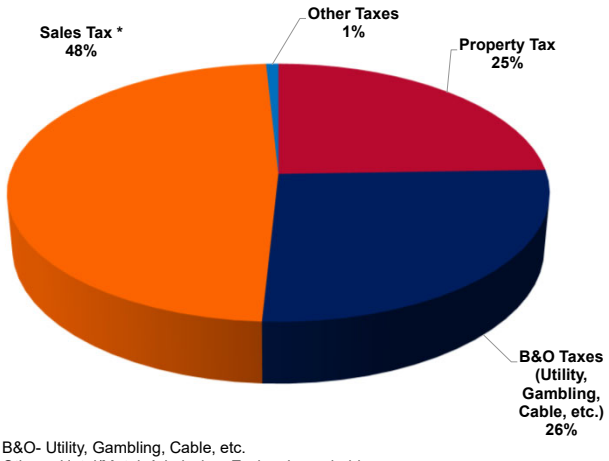
Governmental Fund Tax Revenue

Revenue Source	2025 Estimates
Property Tax	$ 3,652,565
B&O Taxes	$ 3,929,577
Sales Tax *	$ 7,209,168
Other Taxes	$ 125,000
Total	**$ 14,916,310**



B&O- Utility, Gambling, Cable, etc.
Other – Hotel/Motel, Admission, Excise, Leasehold
*Sales Tax – includes 011 local criminal justice, but not 130 3/10 and 172 affordable housing

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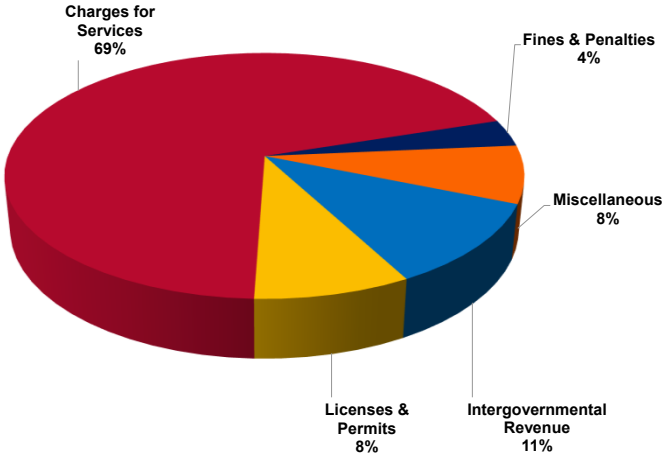
Other General Fund Revenues

Revenue Source	2025 Estimates
Charges for Services	$ 4,695,509
Fines & Penalties	$ 240,000
Miscellaneous	$ 512,110
Intergovernmental Revenue	$ 742,024
Licenses & Permits	$ 568,828
Total Other General Fund Revenue	**$ 6,758,471**



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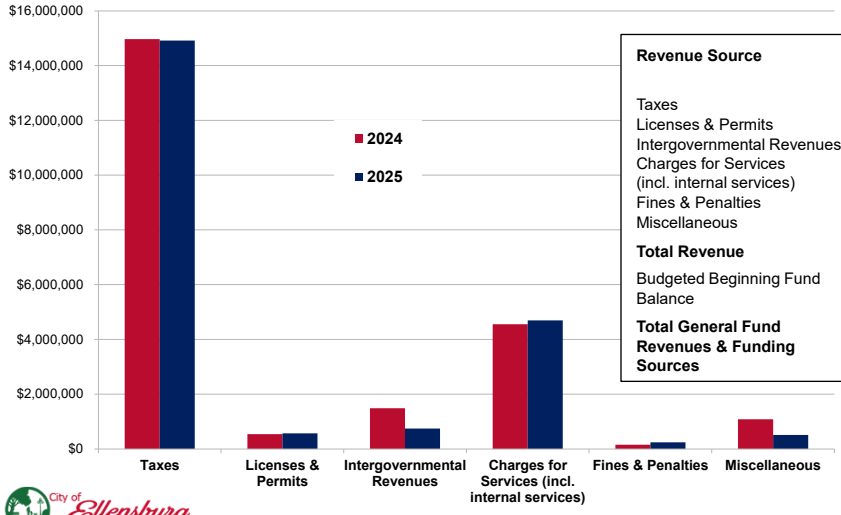
2024/2025 Projected Revenue – General Fund by Major Source



Revenue Source	2024 Estimates	2025 Estimates	% Change
Taxes	$149,637,83	$14916310	-0.3%
Licenses & Permits	538,232	568828	5.7%
Intergovernmental Revenues	1,488,043	742024	-50.1%
Charges for Services (incl. internal services)	4,552,316	4695509	3.1%
Fines & Penalties	155,551	240000	54.3%
Miscellaneous	1,084,050	512110	-52.8%
Total Revenue	$22,781,974	$21,674,781	-4.9%
Budgeted Beginning Fund Balance	10,433,124	9,225,557	-11.6%
Total General Fund Revenues & Funding Sources	$33,215,098	$30,900,338	-7.0%

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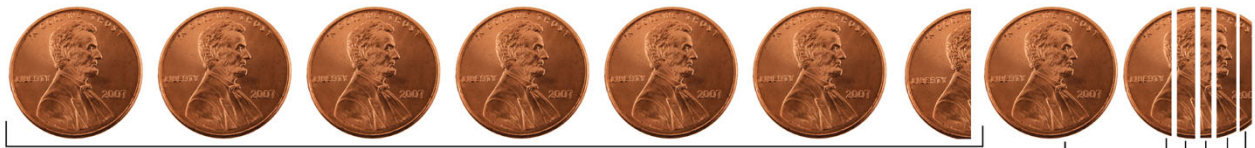
Sales & Use Tax



City Rate – 8.4%

- Elastic nature
- Destination basis
- Construction
- New 0.2% Countywide 911 Communications Tax begins 1/1/2025

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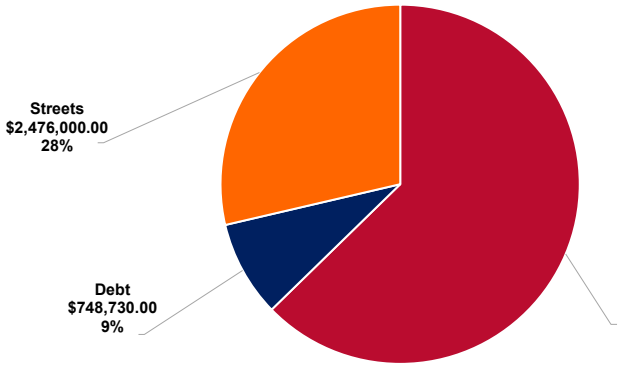
Sales Tax Support – 2025 est.



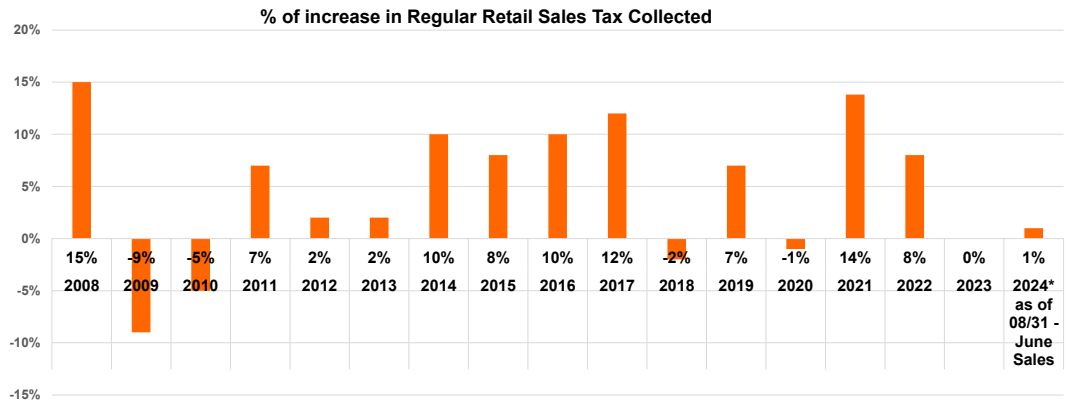
Function	
General Government	$5,421,363
Debt	748,730
Streets	2,476,000
Sales Tax Support	**$8,646,093**
Fund Balance	846,605
2025 Budgeted Retail Sales Tax Revenue	**$6,470,156**
Property Tax	
General Fund	$3,652,565
Fire Relief & Pension Funding	$141,081

17

Regular Retail Sales Tax – Past Ten Years

18

Regular Retail Sales Tax Collected Trend



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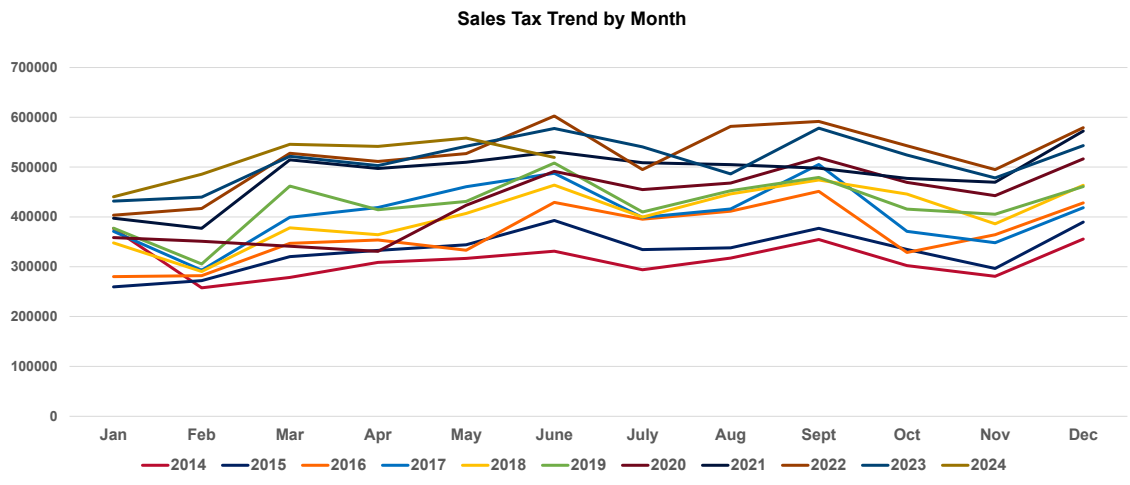
Sales Tax Trend – Last Ten Years



20

Property Tax

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How are property taxes calculated?

- **Levy Amount** – amount needed to fund the budget
- **Assessed Value** – County assessor certifies value of property in taxing district
- **Levy Rate** – calculated rate per $1,000 assessed

Property Tax Formula

Under the budget-based system, a taxing district establishes its desired levy amount first (subject to several restrictions), and then the assessed valuation is used to calculate the subsequent levy rate that property owners must pay. This formula is expressed as:

Levy Amount ÷ Assessed Value (000s) = Levy Rate (per $1,000 AV)

22

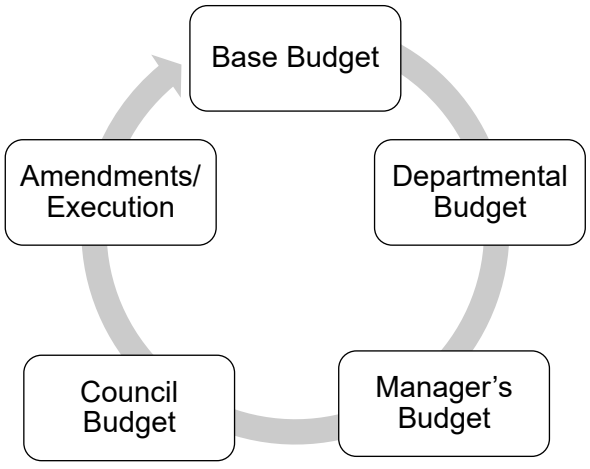
How is the budget developed/adopted?

Priorities
Schedule

23

Budget Development & Adoption

- Need
- Plans
- Priorities



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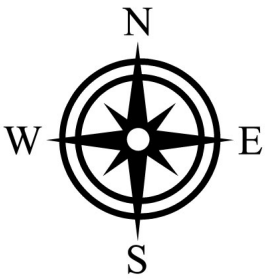
City Council's Strategic Vision 2024-2029



- Sustainable Economic Development
- Infrastructure and Energy
- Safety, Civic Engagement, and Cultural Inclusion
- Affordable Housing and Living
- Dedicated Parks and Recreation Resources

www.ellensburgwa.gov/strategicvision

25

How do we balance the budget?

Financial toolbox

26

Financial Toolbox

Level of Service Changes

Increase Revenue Sources

Efficiencies

Increase Taxes and Fees

One-time Revenues

27

Financial Toolbox

Level of Service Changes
- Longer response time
- Shorter hours (staff reductions/furloughs)
- Longer grass

Increase Revenue: # of Payers or Sources
- More businesses
- More residents/customers
- More visitors
- Increase taxes and/or fees
- Adopt new sources of revenue

Efficiencies
- Partner/Consolidation
- Cheapest products
- Equipment sharing

Increase Fees/Taxes
- Taxes (lid lift, utility, etc.)
- Fees (permits, parks, etc.)

One-time Revenue
- Savings and Reserves
- Budget Shifts (staff, $$, equipment)

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Thank you!

Coming up:

- *October 24: Ellensburg Academy*
  - *City 101 – Intro to Ellensburg City Government*
  - *Home Safety by EPD*
  - *Budget Workshop*
  - *Community Solutions*

Register online at www.ellensburgwa.gov/academy

- ***October 21*** *- Council Budget Workshop 2: Enterprise Funds & Special Revenue*
- ***November 4*** *– City Manager's Budget Presentation, Budget Hearing, and Property Tax Revenue Hearing*
- ***November 18*** *– 2025-2026 Budget Ordinance Public Hearing*
- ***December 2*** *– Adoption of 2025-2026 Biennial City Budget*

City of Ellensburg WASHINGTON

29

MANAGER'S REPORT

DATE: October 7, 2024

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

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1. **Public Pipeline Awareness Brochure**
   The City's Natural Gas Division partners with the Pipeline Association for Public Awareness (PAPA) to meet compliance requirements and ensure all pipeline stakeholders are provided information related to safety. A Pipeline Awareness magazine is provided to public officials across the country and is included in the Manager's Report. A hard copy is provided to each Councilmember for easy reference. See attached.

2. **Human Library on October 19**
   Stop by the Hal Holmes Community Center from 2-6:00 p.m. to borrow an open "book" for a conversation about topics like mental health, disability, ethnicity, gender, ideology, recovery, occupation, and race. The Ellensburg Human Library is a joint collaboration between the CWU EthicsLab, CWU Libraries, and the City of Ellensburg.

3. **Waste Management Fall Cleanup Days**
   The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program scheduled for October 5 through October 12, 2024. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are also available at City Hall. Waste Management customers within the City limits who are unable to haul garbage to the transfer station because of disability may request curbside collection during Fall Cleanup Days by calling the City of Ellensburg at (509) 962-7230.

4. **City Participating in 2024 Kittitas County Hazard Mitigation Plan Update**
   City staff are working with consultants and representatives from other local jurisdictions and agencies to update the County's Hazard Mitigation Plan with specific section dedicated to Ellensburg. A draft of the plan will be ready in early October and public comment webinars are scheduled for October 9. Details will be forthcoming on how to participate.

5. **Ellensburg Academy on October 24**
   Join the Ellensburg Academy at 6:00 p.m. on October 24, 2024, in the Hal Holmes Community Center, to learn about the City, the budget process, and more. Ellensburg Academy is a series of civic education workshops designed to inform residents and community stakeholders about the operations of City government and what is involved in delivering and maintaining services to the residents of Ellensburg.

6. **HEAR Grant Offers up to $30,000 Rebates for Residents and Small Businesses for Energy Efficient Appliance Upgrades**

The City is now offering rebates for residents and small businesses to upgrade to energy efficient appliances through the State Home Electrification and Appliance Rebates (HEAR) Program. The City of Ellensburg received $4,160,788 for the rebate program, through the State Department of Commerce via the State Climate Commitment Act. Low- and moderate-income households and small businesses may be eligible for up to $30,000 in rebates for appliance and heating upgrades.

Qualification and pre-approval are required. The cost for approved appliances and installation will be reimbursed depending on household and income level. Eligible appliances include: electric heat pump water heaters, electric air-source or ground source heat pumps for space conditioning, commercial or residential induction kitchen equipment, and electric heat pump clothes dryers. Electric service upgrades necessary for the installation of high-efficiency electric equipment such as panel and electric wiring as part of the project is also eligible.

Low-income single- and multifamily households with a household income of 80% or less of Area Median Income ($79,200 or less) may be eligible for the full cost of approved upgrades. Moderate-income households with income between 80%-150% of Area Median Income ($79,201-$149,700), or small businesses with 50 employees or less may be eligible for a 90% rebate of the cost, up to $30,000. Rebates are available while supplies last. The program ends May 31, 2025.

The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Visit www.ellensburgwa.gov/HEAR to download the application and learn more.

City of Ellensburg
Home Electrification and Appliance Rebates (HEAR) Program

The City of Ellensburg now offers rebate opportunities for residents and small businesses to upgrade to energy efficient appliances through the State Home Electrification and Appliance Rebates (HEAR) Program.

The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Eligible Equipment

Pre-approval is required. Full cost for approved appliances and installation. Dependent on funding availability.

Appliance:

- Electric heat pump water heater
- Electric air-source or ground source heat pump for space conditioning
- Commercial or residential induction kitchen equipment
- Electric heat pump clothes dryer

Electric service necessary for the installation of high-efficiency electric equipment:

- Electrical service and panel upgrade
- Electric wiring

Who Qualifies?

- Low-income single- and multifamily households with household income of 80% or less of Area Median Income. **$79,200 or less**
- Moderate-income single- and multifamily households with household income between 80% and 150% of Area Median Income. **$79,201-$149,700**
- Small businesses with fifty (50) employees or less, or otherwise meet the definition in RCW 39.26.010(22)

Questions?

For questions, call (509) 962-7124, email electric@ellensburgwa.gov, or visit City Hall 2nd Floor Public Works and Utilities Department (501 N Anderson St., Ellensburg)

Scan the QR code to learn more or visit www.ellensburgwa.gov/HEAR

Ciudad de Ellensburg
Programa de Reembolso de Electrodomésticos y Electrificación del Hogar (HEAR)

La ciudad de Ellensburg ahora ofrece oportunidades de reembolso para los residentes y las pequeñas empresas que actualicen sus electrodomésticos a aparatos de bajo consumo a través del Programa Estatal de Reembolso de Electrodomésticos y Electrificación del Hogar (Home Electrification and Appliance Rebates, HEAR).

El Programa de Reembolso de Electrodomésticos y Electrificación del Hogar se financia con fondos de la Ley de Compromiso Climático (Climate Commitment Act, CCA) de Washington. La CCA apoya los esfuerzos de acción climática de Washington y utiliza el dinero del Programa de Límite e Inversión para reducir la contaminación climática, crear empleos y mejorar la salud pública. Encontrará información sobre la CCA en **www.climate.wa.gov**.

Equipos elegibles

Se requiere aprobación previa. Costo total de los aparatos aprobados y de la instalación. Depende de la disponibilidad de fondos.

Aparato:

- Calentador de agua por bomba de calor
- Bomba de calor eléctrica de aire o tierra para la climatización de espacios
- Equipos de cocina de inducción comerciales o residenciales
- Secadora eléctrica por bomba de calor

Servicio eléctrico necesario para la instalación de equipos eléctricos de alta eficiencia:

- Mejora del servicio eléctrico y del tablero
- Cableado eléctrico

¿Quiénes reúnen los requisitos?

- Hogares unifamiliares y multifamiliares con ingresos iguales o inferiores al 80 % del ingreso promedio del área. **$79,200 o menos**
- Hogares unifamiliares y multifamiliares con ingresos moderados que se sitúen entre el 80 % y el 150 % del ingreso promedio del área. **De $79,201 a $149,700**
- Pequeñas empresas con cincuenta (50) empleados o menos, o que se ajusten a la definición de la sección 39.26.010(22) del Código Revisado de Washington (Revised Code of Washington, RCW).

¿Tiene preguntas?

Si tiene preguntas, llame al (509) 962-7124, envíe un correo electrónico a electric@ellensburgwa.gov o visite el Departamento de Obras Públicas y Servicios Públicos en el 2.º piso del ayuntamiento (501 N Anderson St., Ellensburg).

Escanee el código QR para obtener más información o visite www.ellensburgwa.gov/HEAR