CITY COUNCIL AGENDA

October 21, 2024

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To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_bJa9ITF3QmiMbyPTkYtCdg

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AMERICANS WITH DISABILITIES ACT

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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 21, 2024
7:00 PM - Regular Meeting

Pledge of Allegiance

1. **Call to Order and Roll Call**

2. **Proclamations**

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 October 7, 2024 Regular Meeting 6

5.B Acknowledge Minutes of Boards and Commissions 11

5.C Approve University Way Banner Request for CWU Homecoming October 22-28, 2024 34

5.D Approve University Way Banner Request for ROTC - November 5 - 11, 2024 35

5.E Approve University Way Banner Request for CWU Ware Fair November 26 - December 9, 2024 36

5.F Approve University Way Banner Request for Kittitas County Pride - May 20 - June 2 and June 10 - June 23, 2025 38

5.G Department of Natural Resources 2024 Community Forestry Assistance Grant Agreement 39

5.H Resolution 2024-27 Approving Nicole Klauss' Street Tree Removal at 309 S Sampson Street 94

5.I Accept the Resignation of Jackie Adams from the Parks & Recreation Commission 99

5.J Approve October 21, 2024 Voucher Listing 100

6. Petitions, Protests, and Communications

6.A Recommendation of Appointment to the Library Board and confirm the Appointment of Charles Johnson as ASCWU representative to PTAC (Public Comment Opportunity) 101

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A Resolution 2024-28 to Adopt Records Management Policy (Public Comment Opportunity) 107

9.B Second Reading and Adoption of Ordinance 4946 Amending the Ellensburg Comprehensive Plan (Public Comment Opportunity) 117

9.C Second Reading and Adoption of Ordinance 4945 Approving Rezone of Parcel #572733 (Public Comment Opportunity) 140

10. Unfinished Business

11. New Business

11.A Water/Sewer Connection Charge Fee Waiver for Affordable Housing (Public Comment Opportunity) 145

11.B City Council Discussion and Position "For" or "Against" Initiative Measure No. 2117 Which Concerns Carbon Tax Credit Trading (Public Comment Opportunity) 148

11.C Budget Workshop #2 - Revenue Discussion Continued (Public Comment Opportunity) 172

12. Miscellaneous

12.A Manager's Report (No Public Comment) 190

12.B Councilmembers' Reports (No Public Comment)

13. Executive Session

14. Adjournment

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

Date of Meeting **October 7, 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 Girl Scout Troop 2040

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

Absent: Sarah Beauchamp (excused)

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Arts & Economic Development Manager Vandenberg, Planning Manager Johnston, Community Development Director Carlson, Senior Planner Henderson, Assistant Finance Director Bassett, HR Director Young, Parks & Recreation Director Case, Finance Director Pascoe and approximately fifteen members of the public

Others present remotely via Zoom: One member of the public

2. Proclamations

2.A Public Natural Gas and Power Week
Mayor Elliott read the proclamation.

2.B National Disability Employment Awareness Month
Serena Turney was present and read the proclamation.

3. Awards and Recognitions

4. Approval of Agenda
Councilmember Palmer moved to approve the Agenda as presented. **Motion Approved 6-0**

5. Consent Agenda

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

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

5.C Acknowledge Minutes of Boards and Commissions

5.D Purchase of New Six Yard Dump Truck

5.E Approve October 7, 2024 Voucher Listing

5.F Anderson Road Sewer Environmental Investigation Agreement Amendment

Councilmember Goodloe moved to approve the Consent Agenda as presented. **Motion Approved 6-0**

6. Petitions, Protests, and Communications

6.A Board and Commission Reappointment
Heidi Behrends Cerniwey, City Manager, presented information for reappointment. Councilmember Miller commented regarding the reappointment.

Councilmember Lillquist moved to reappoint Amy Spitznas to the Public Transit Advisory Committee. **Motion Approved 6-0**

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)
Mayor Elliott opened the public hearing. Mayor Elliott asked the standard questions regarding appearance of fairness and conflict of interest. There were no appearance of fairness, ex parte contacts or conflicts of interest disclosed by the Mayor or the Councilmembers. Stacey Henderson, Senior Planner, presented information in the staff report. Council asked questions of staff.

With no comments from the public or further questions from Council, Mayor Elliott closed the public hearing.

Councilmember Lillquist moved 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. **Motion Approved 6-0**

8.B Public Hearing to Consider 2024 Annual Comprehensive Plan Amendments - First Reading of Ordinance 4946 (Public Comment Opportunity)
Mayor Elliott opened the public hearing. Jeremy Johnston, Planning Manager, presented information in the staff report and reviewed each docket item including the three amended CIP sections for Electric, IT and Stormwater.

Annalise Childress, Airport Road resident, expressed concerns to increased

density along Airport Road
Steve Mandelas, Airport Road resident, spoke regarding increased density for future construction

Council asked questions of staff. With no additional testimony from the public or comments and questions from Council, Mayor Elliott closed the public hearing.

Councilmember Miller moved 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 including amendments in the ordinance recommended by staff. **Motion Approved 6-0.**

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

Councilmember Palmer moved to conduct second reading and adoption of Ordinance 4944.

Councilmember Lillquist moved to amend Section 7 of Ordinance 4944 by changing the date by which dissolution must be completed from October 31, 2024 to November 30, 2024, and adding a second “whereas” clause recommended in the staff report. **Motion Approved 6-0**

Vote on main motion as amended. **Motion Approved 6-0**

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)
Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report and introduced Crista Ames, the artist selected for artwork located at Unity Park. Ms. Ames spoke about her art piece and background.

Alex Eyre, Arts Commissioner, spoke in support of the artwork selection
Councilmember Miller commented regarding selection process
Nan Doolittle, Ellensburg resident, spoke regarding the selection process.

Council asked questions of artist Crista Ames.

Councilmember Palmer moved 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. **Motion Approved 6-0**

11.B Settlement of Insurance Claim for Total Loss of Ellensburg Racquet and Recreation Center (Public Comment Opportunity)
Terry Weiner, City Attorney, presented information in the staff report.

Councilmember Palmer moved to authorize the City Manager's signature on Release (or in substantially similar format), accepting settlement of insurance claim for destruction of Ellensburg Racquet and Recreation Center. **Motion Approved 6-0.**

11.C Fieldhouse Contract with Absher/Helix (Public Comment Opportunity)
Brad Case, Parks & Recreation Director, presented information in the staff report. Wenaha Group representatives presented information concerning the Design Build process. Council asked questions of staff and Wenaha Group representatives.

Councilmember Palmer moved to authorize 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 an amount of $423,381.00. **Motion Approved 6-0.**

11.D 2025 Proposed Revenue Sources (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report and reviewed a presentation regarding governmental revenues and budget overview.

William Coleman, Kittitas resident, inquired when the new sales tax rate takes effect.

12. Miscellaneous

12.A Manager's Report (No Public Comment)
The City Manager reviewed the report. A letter of support for a Rotary District 5060 Grant was on the dais for the Mayor's signature.

Councilmember Goodloe moved to approve the Mayor's signature on a letter of support for the Rotary District 5060 Grant Committee. **Motion Approved 6-0.**

An Executive Session was required per RCW 42.30.140(4)(a) and RCW 42.30.110(b). No action was anticipated.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Thompson reported on the Landmarks & Design Committee, Parks & Recreation Committee & Unity Park grand opening and spoke about his positive experience at the City’s Memorial Pool

- Councilmember Palmer reported on Law & Justice Committee
- Councilmember Miller reported on Arts Commission, attended the Gallery One fundraiser, tour of FISH & APOYO food banks, PTAC member interview, AWC District meeting in Selah and Unity Park grand opening
- Councilmember Lillquist reported on the Environmental Commission meeting and a request for Council consensus to participate in fundraising for bike helmets, bike lights and bells for youth. She attended the Unity Park grand opening and Yakima Basin Fish & Wildlife Recovery Board meeting
- Councilmember Goodloe attended a DEI Commission meeting, Coffee with Council at Bite of the Burg, tour of FISH and APOYO food banks, AWC District meeting in Selah and Planning Group meeting for Affordable Housing
- Mayor Elliott reported about a disability employment event, spoke favorably about the Unity Park event and attended the AWC Mayor's event

13. Executive Session
Council recessed to Executive Session at 9:32 pm and was anticipated to last 15 minutes. No action would be taken.

Council reconvened at 9:43 pm

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
Meeting adjourned at 9:43 pm

_____
Mayor

ATTEST: _____
City Clerk

CITY OF ELLENSBURG **Minutes of Affordable Housing Commission, Regular Meeting**

Date of Meeting **September 18, 2024**
Time of Meeting **4:30 PM**
Place of Meeting **Council Chambers**
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom

1. Call to Order and Roll Call of Members

Commissioner Bedsaul called the meeting to order at 4:30 p.m.

Present: Courtney Garzone, Peter Stone, Dan Witkowski, John Perrie, Delano Palmer, Sarah Bedsaul
Absent (excused): Kim Funston
Others present: Lily Frey - Housing & Grants Administrator; Jeremy Johnston - Planning Manager

Commissioner Garzone moved to excuse Commissioner Funston's absence. Commissioner Palmer seconded the motion. Motion approved 6-0.

2. Approval of Agenda

Commissioner Garzone moved to approve the agenda. Commissioner Palmer seconded the motion. Motion approved 6-0.

3. Approval of Minutes

3.A August 7, 2024 Meeting Minutes
Commissioner Palmer moved to approve the August 7, 2024 meeting minutes. Commissioner Garzone seconded the motion. Motion approved 6-0.

4. New Business

4.A Dashboard design discussion
Staff member Frey shared a powerpoint on communication and dashboard options. Commissioners discussed housing communication objectives, audiences, and the need for an overall communication plan to accompany any additional resources, including outreach to citizens who are less technology savvy and opportunities for distribution through community influencers, radio and/or utility mailers.

Frey presented communication examples from other jurisdictions and commissioners highlighted examples that resonated with them, such as

Commissioner Garzone recommending enhancing resources for residents seeking housing and Commissioner Bedsaul recommending hourly rate equivalents for annual income figures. Commissioner Perrie recommended that materials for the general public are presented simply. Commissioner Garzone suggested engaging a CWU student with data manipulation skills to assist with development of a housing map.

Commissioners discussed indicators recommended by the housing action plan, including housing production, number of cost burdened, households and measurements of displacement, as well as possible additional indicators. Commissioner Stone recommended clarifying number of bedrooms in developed units in information comparing to counts of individuals needing affordable housing.

Frey asked commissioners for their feedback on the existing affordable housing page. Commissioner Garzone recommended improving clarity of links to the housing dashboard page from the City housing page and opportunities for user-friendly navigation and Commissioner Palmer noted advantages and disadvantages of the current narrative format.

Commissioner Witkowski recommended including practical information like wait times for affordable housing where known and commissioners discussed availability of this information.

Commissioners are invited to review the existing affordable housing page and bring feedback to the next meeting or share directly with staff.

5. Unfinished Business
None

6. Citizen Comment
None

7. Staff Update/Discussion Items

7.A Emergency shelter update
Frey reported that the Cold Weather Shelter will be located at the fairgrounds Western Village for the 2024-2025 season and will circulate the link for interested commissioners to sign up to volunteer. Frey reported that the survey for the five-year homeless plan will remain open through October.

Frey requested suggestions for agenda items for the October 2 meeting.

8. Commission Representative Update
Commissioner Palmer shared an update on the Stuart Meadows project. Construction on the second phase of houses is continuing for the scheduled spring 2025 completion. Individuals or groups can sign up to volunteer on a build at Volunteer - Kittitas County Habitat for Humanity (kchabitat.org).

Commissioner Perrie asked about progress on the old Motel 6 planned renovation and commissioners discussed the project and outreach to property owners.

9. Adjournment
Commissioner Garzone adjourned the meeting at 5:43 p.m.

CITY OF ELLENSBURG **Minutes of Arts Commission, Regular Meeting**
Date of Meeting **September 12, 2024, 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: 4:02 pm

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

Guest: No guest

Absent: Council Liaison, David Miller

2. Approval of Agenda as presented
Motion to approve September 12, 2024, Arts Commission meeting agenda as presented.
By: Commissioner Snedeker
Seconded: Commissioner Eyre
In Favor: All in favor
Opposed: None
Motion Carries

3.

3.A Approval of Minutes
Motion to approve the August 8, 2024, Arts Commission meeting minutes as presented.
By: Commissioner Snedeker
Seconded: Commissioner Marchand
In Favor: All
Opposed: None
Motion Carries

4. Budget/Financial Report

4.A YTD 2024 Arts Commission Budget Update
Staff reviewed 2024 Arts Commission Spending Plan/Budget with Commissioners.

5. New Business

5.A Review/select for recommendation to council the Bus Shelter Call for Artist Submissions.

Commissioners reviewed the submissions for the Bus Shelter Call for Artist.

Motion: To eliminate two artists, Trejo-Maya and Keele, as their submissions did not adhere to the specifications for submission in the Call to Artist for the Bus Shelter.

By: Commissioner Dougherty
Seconded: Commissioner Eyre
In Favor: All
Opposed: None
Motion Carries

Motion: Ellensburg Arts Commission select artist Jane Orleman, of Dick and Jane's Spot for City Council for recommendation to create an photograph installation of their artwork for the new Bus Shelter on 5th and Water Street, Ellensburg.
By: Commissioner Eyre
Seconded: Commissioner Snedeker
In Favor: All
Opposed: None
Abstain: None
Motion Carries

5.B Review 2025 Ellensburg Arts Commission Grant Submissions

Commissioner Dougherty reviewed the selection process, criteria, and timeline with the commissioners. There was discussion regarding the process and best practices for reviewing and scoring.

Commissioner Dougherty will get staff the packet to send out to all commissioners on Monday, 09/16/24.

6. Unfinished Business

6.A Poet Laureate Open Application update--Staff
Staff updated and there was discussion on community interest and potential poets.

7. Subcommittee Business

7.A

1. Ellensburg Arts & Cultural Alliance: Alex/Staff

Update Report given by Alex and Staff

2. Funding: Jerry/Jill-no report at this time.
3. Public Art: Alex/Jerry-need to update plaques for Art Treasurer and new Art Bumpkin public art piece.
4. Advocacy/Public Relations: Brian/Jeff-no report at this time.
5. Art Walk: Jill/Erin/Staff-Update given on FF Art Walk 25th Anniversary planning. October 4th from 5:00-7:00 pm
    - Commissioner Oostra updated Art Walk Map and created marketing pieces for event.
    - Survey went out to Art Walk Venues for event support
    - Event will have 50-100 25th Anniversary Art Walk Totes for the first visitors to the event.

8. Citizen Comment

No citizen comments

9. Staff Updates/Discussion Items

No staff report for September

Commissioners decided to put the Arts Commission Retreat planning on hold until after the October Arts Commission meeting.

10. Council Representative Update

No Council Representative Update at this time.

11. Adjournment

Time: 5:13 pm

Minutes of Diversity, Equity & Inclusion Commission Meeting

CITY OF ELLENSBURG	
Date of Meeting	**August 13, 2024**
Time of Meeting	**3:00 PM**
Place of Meeting	**City Council Chambers & Zoom**

1. Call to Order and Roll Call

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

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

Also present: Nicole Klauss, DEI Commission staff member; EDA Director Teresa Chanes; Katie Holm, EDA Director of Community Engagement; and Retreat Facilitator Sigrid Davison.

Commissioner Kandee Cleary moved to approve an excused absence for Commissioner Amber Hoefer and Commissioner M. Eliatamby-O'Brien. Commissioner Teresa Divine seconded the motion. There was no discussion. **Motion approved 6-0.**

New Commission Member Serena Turney was introduced.

2. Approval of the Agenda

Commissioner Teresa Divine moved to approve the agenda. Commissioner Kandee Cleary seconded the motion. There was no discussion. **Motion approved 6-0.**

3. Approval of Minutes from July 9, 2024, Meeting

Commissioner Tylene Carnell moved to approve the minutes from the July 9, 2024, DEI Commission Meeting. Commissioner Serena Turney seconded the motion. There was no discussion. **Motion approved 6-0.**

4. New Business

A. Klauss introduced the retreat facilitator, Sigrid Davison. The commission discussed what it means to have a discussion about identities working together. The commission indicated an interest in tools to identify systems of harm and learn about systems of whiteness. Davison said there is an Okun article about systems of whiteness and Commissioner Backlund asked for it to be shared.

Commissioner Carnell said there is a limited connection with Council and asked how they can relay things to Council with a level of depth.

There was a general agreement to do homework ahead of the retreat. Commission members agreed for up to two hours of homework.

B. Klauss provided an update on the commission's 2024 spending plan.

Commissioner Divine reported that she and Commissioner Cleary connected with the Farmers Market manager and they will plan to have the Multicultural Day at the Market at the beginning of the market season next May. If you have ideas on vendors to invite, send them to Teresa. The budget won't be spent this year, so next year's budget should include funds to support the day to cover it. BIPOC business days is not going to happen this year either.

Motion: Commissioner Cleary motioned to move the money from BIPOC Business Days and the Multicultural Day At The Market to the Unity Park Opening. Commissioner Mandujano seconded the motion. In discussion, Commissioner Carnell brought up the idea of allocating some of the funds to the Pizza Klatch program at the high school for the fall. Pizza Klatch is a supportive program for LGBTQ+ youth and allies to connect at school. **The motion failed with two in favor, three opposed, and one abstention.**

Motion: Commissioner Cleary motioned to reallocate the money from BIPOC Business Days and the Multicultural Day At The Market to the Unity Park Opening in the amount of $450 and to the Pizza Klatch program in the amount of $600. Commissioner Mandujano seconded the motion. There was no discussion. **The motion passed with five in favor and one abstention.**

Goodloe said there will be a committee to develop next year's spending plan and people can join if interested.

5. <u>Previous Meeting Motions and 90-Day To-Do List Review:</u>

Chair Goodloe reported:

- She had a conversation with Dispute Resolution about the coalition partnership, but Dispute Resolution does not have capacity to do it at this point. **Removed from to-do list.**
- CWU city collaboration – Lucinda shared the resource manual with organizations on campus and that was her thought about doing that. We can consider that one done. **Removed from to-do list.**
- The next World Café conversation needs to happen soon. Rhonda will be involved since it will be held at ESD.
- The Unity Park celebration is underway, and the commission is supporting that financially.

6. <u>Liaison Reports</u>

Teresa Chanes is sharing the EDA liaison role with Katie Holm. The EDA is working on a Halloween event and needs help and feedback on getting the Hispanic community involved. They are working with the CWU DEC and Mal Stewman for resources to help the event be more inclusive. Commissioner Turney suggested reaching out to APOYO and Nuestros Unidos. CWU faculty Natalia Casales has students learning to be

translators that could possibly help. Commissioner Mandujano is willing to assist with translation.

7. Subcommittee Reports

Commissioner Backlund provided an update on the Listening Tour Committee. They will focus on the short-term through the fall and will do three listening sessions with: the Catholic Church, Helen House, and a group at CWU (the committee is working with Mal Stewman to identify a group). They will talk more about data analysis once they have additional data. Commissioner Turney indicated an interest in joining the Listening Tour Committee.

Commissioner Mandujano mentioned going to churches or to the soccer fields to reach the Spanish-speaking community. Commissioner Turney said there is a Special Olympics group in town that would be interested in a get together. Klauss suggested bringing these ideas to the retreat discussion about how we communicate.

8. Commission Member Reports

Commissioner Divine reported the Ellensburg Bail Fund will be having an auction/dance party fundraiser October 12 at Gallery One.

9. Staff Report

Klauss mentioned the agenda packet included correspondence from Troutwater Unlimited regarding the use of their 2024 grant. Goodloe suggested adding this to a report that Council sees.

10. Public Comment

Chair Goodloe asked if there was anyone online for public comment. There was none.

Next Meeting September 10, 2024

Meeting adjourned.

Nicole Klauss
Drafted: 8/19/24
Approved: 10/8/24

Minutes of Diversity, Equity & Inclusion Commission Meeting

CITY OF ELLENSBURG	
Date of Meeting	**September 13, 2024**
Time of Meeting	**8:00 AM – 1:00 PM**
Place of Meeting	**Council Chambers**

1. Introductions
   Present: Nancy Goodloe, Alex Mandujano, Teresa Divine, Tylene Carnell, Kandee Cleary, Amber Hoefer, Serena Turney, M. Eliatamby-O'Brien, and Phil Backlund.

   Also present: Nicole Klauss, staff to the DEI Commission and Sigrid Davison, retreat facilitator.

2. Activities
   The Commission did activities surrounding identity. The Commission looked at the work of Okun.

   The Commission discussed better supporting the work of the subcommittees.

   The Commission discussed revisiting goals at a regular meeting. The

   Commission discussed wanting to stay better appraised of what's happening with the City Council.

Nicole Klauss
Drafted: 8/19/24
Approved: 10/8/24

Ellensburg Business Development Authority dba CenterFuse

BOARD OF DIRECTORS MEETING MINUTES

Wednesday, September 11, 2024

4:00 - 5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Dawn Alford, Vice Chair; Jennifer Lubanski, Secretary; John Perrie, Board Member, Jared Vallejo, Board Member.

Members not in Attendance: Grant Clark, Treasurer; James Jankowski, Board Member.

Others present: Rich Elliott, City of Ellensburg Mayor; Kelle Vandenberg City of Ellensburg; Kristine Miller, CenterFuse Executive Director

1. Opening

1.1 Call to Order

The Chair called the meeting to order at 4:05 PM

1.2 Approval of Agenda

Motion to approve the agenda made by John Perrie, second by Jared Vallejo. Motion approved by unanimous vote.

1.3 Approval of Minutes from August Board Meeting

Motion to approve the August board meeting minutes made by John Perrie, second by Jared Vallejo. Motion approved by unanimous vote.

1.4 Approval of Voucher

Motion to approve the voucher made by John Perrie, second by Jennifer Lubanski. Motion approved by unanimous vote.

1.5 Public Comment

None

2. Executive Update

2.1 Status Updates on PDA Dissolution and Timeline for Council Vote and PDA Dissolution Date

The executive director provided an overview of recent tasks completed such as inventorying and moving 14 Banker's Boxes of documents to the city, the attractive assets to the Chamber, etc.

Jennifer Lubanski asked about all the reaming small tasks to be done, citing her previous experience closing a non-profit. Discussion was had regarding how much time (CenterFuse has) post-dissolution to wrap things up.

Garrett Poshusta noted that when the severance agreement goes into effect the job is done, no contract to continue work.

Discussion continued regarding small tasks to complete and asking City for their vision of what that looks like.

The Board discussed changing the date on the severance package to allow or the executive director to remain employee another X weeks, and a conversation with Amy and Heidi (e.g. how would executive director be paid).

John Perrie noted the transfer of assets and asked why do they transfer before the end of the organization. Jennifer Lubanski shared her experience with dissolving a non-profit and plan and timing.

Garrett Poshusta noted that from our standpoint we are in a different position because in our case if we dissolve all assets go to the City and as we think through how assets are transferred is there a case to be made that the city gets the assets and then they dispose. Is there a case to be made that the assets could be better handled by this City? Garrett Poshusta stated that everyone agrees on where the assets are going - how do we best get there. Jennifer affirmed Garrett Poshusta's point.

Garrett Poshusta noted should there be any question on what is transferred where, noting audits and risk, that if assets go to the City we have no further responsibility as to how those assets are handled. It was put to the Board for discussion.

Jared Vallejo noted that on October 6th the Board ceases to have any power. The executive director mentioned getting things done before, the balance of getting things done and leaving in good standing for our partners. Garrett Poshusta echoed and noted this is an ongoing discussion.

2.2 Status Updates on Chamber Merger

None to report.

2.3 Lease and Tenant Status Update

The executive director updated the board on the status of tenants and that CWPR is now 4 months behind on rent, as well as views of stakeholders and plan for asset transition (County will enter into new lease agreement with tenants, City will assume accounts payable).

The executive director discussed that the previous approval given by the Board related to quote for work to be done for unit #2 at airport building was in fact for a quote for unit #4. The executive director noted that the new repairs would be closer to $6500-7000 but that little repairs had been made to building this year, budget allowed for the increased expense, and that the stakeholders had asked for the work to be completed, if possible, before building was transferred. Board agreed repairs would be made to unit #2.

2.4 Status Updates on Other Initiatives

None to report.

3. PDA Dissolution and Chamber Merger Discussion and Tasks

3.1 Asset Transfer Status (Building, Cash, IP/Brand, Attractive Assets)

No discussion.

3.2 Board Review and Vote on Resolution 2024-07: Transfer of Intellectual Property and Brand Assets to Kittitas County Chamber of Commerce

Tabled per counsel.

Document ID: 82d4595b-8e5c-4ea3-873b-c713cf199d37

Jared Vallejo asked why we are not doing this tonight. The executive director noticed concern about gifting and timing. Garrett Poshusta noted we have period pre dissolution on the 25th to handle any other business.

3.3 Board Review and Vote on 2024-08: Executive Director Separation Agreement

Garrett noted he worked with counsel to address some concerns, namely around healthcare and professional development. He shared how this process typically works. (Instead of) healthcare and professional development counsel suggested to add a month of salary in trade. Final (recommendation) five months salary with no provisions or benefits. Noted in the resolution it is effective September 30th. Do we shift approved date out?

The Board proceeded to discuss options, with Jared Vallejo noting, suggest we push out, makes most sense to push out to the date of PDA dissolution? Board discussion was had about October 7th at 5:00 PM. Jennifer Lubanski and Jared Vallejo discussed the separation and severance agreement, Jared Vallejo shared concerns about having to pass another resolution if City changes dates.

Garrett Poshusta recommended an amendment to October 7, 2024 and amend if needed. Dawn Alford agreed.

The executive director noted it is likely to be the 7th and all parties seem to be pushing (to make it happen).

Motion to approve board resolution 2024-08 Executive Director Separation Agreement made by Jennifer Lubanski, second by Jared Vallejo. Motion approved by unanimous vote.

Motion to amend the date from September 30, 2024 to October 7, 2024 by Garrett Poshusta. Second by Dawn Alford. Motion approved by unanimous vote.

4. Board Discussion on Remaining Tasks and Next Steps

4.1 Plan for September and October PDA Dissolution and Merger-Related Activities

No discussion.

4.2 Discussion of Executive Director's Role and Organizational Needs During Transition Period

No discussion.

5. Closing

John Perrie mentioned the interlocal agreement and the wording. Verbiage that the board requested to merge with the chamber. Jared Vallejo shared his thoughts, and it was more of this is what we have to do. Jennifer Lubanski said technically we voted to merge, but we did not ask for (it). Jared Vallejo said probably reason written to show ushering things through. Garrett agreed we consented to merge. The executive director asked if the board would like her to e-mail the city. The board agreed, yes.

5.1 For the Good of the Order

John Perrie asked, in the future of what CenterFuse is/was/may be will others go to the Chamber board? He would like to know how many are going? Discussion was had. John Perrie noted CenterFuse is the people who make it what it is.

Garrett Poshusta noted that he filled out the form, met with Charlie, talked about the potential to be a good thing for the community. A board discussion was had about board members commitments and serving on the board.

Document ID: 82d4595b-8e5c-4ea3-873b-c713cf199d37

Dawn Alford mentioned CenterFuse may be a minority in the Chamber board, but our voice will still be heard and without our voices nothing will change. The Board encouraged John Perrie to join the Chamber board.

Discussion was had about the upcoming business strategy event with Impact Washington on September 24th.

5.2 Adjournment

5:13 PM Motion to adjourn by Garrett Poshusta.

Drafted: 9/13/2024

Approved: Jennifer Lubanski

Submitted by: Kristine Miller

Document ID: 82d4595b-8e5c-4ea3-873b-c713cf199d37

Ellensburg Business Development Authority dba CenterFuse

BOARD OF DIRECTORS MEETING MINUTES

Wednesday, October 9, 2024

4:00 - 5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Grant Clark, Treasurer; Jennifer Lubanski, Secretary; John Perrie, Board Member, Jared Vallejo, Board Member.

Members not in Attendance: Dawn Alford, Vice Chair; James Jankowski, Board Member.

Others present: Heidi Behrends Cerniwey, City of Ellensburg; Kelle Vandenberg, City of Ellensburg; Kristine Miller, CenterFuse Executive Director.

1. Opening

1.1 Call to Order

The Chair called the meeting to order at 4:08 PM

1.2 Approval of Agenda ‘

Motion to approve the agenda made by Grant Clark, second by Jennifer Lubanski. Motion approved by unanimous vote.

1.3 Approval of Minutes from September 25 Special Board Meeting

Motion to approve the September 25 special board meeting minutes made by John Perrie, second by Grant Clark. Motion approved by unanimous vote.

1.4 Approval of Voucher

Motion to approve the voucher made by Grant Clark, second by Jennifer Lubanski. Motion approved by unanimous vote.

1.5 Public Comment

Kelle Vandenberg stated that it was delightful working with all of you. Heidi Behrends Cerniwey shared that she appreciated everyone sticking with it, economic development is everyone’s job, and she hopes the board members stick with it. She thanked the board for their service and looks forward to the next iteration.

2. Executive Update

The executive director shared that the Ready or Not Simulation went well, was well attended, resulted in positive publicity for Ellensburg manufacturing and CenterFuse.

The executive director stated that the tenant previously behind on rent had paid $4500 toward the outstanding rent.

The executive director spoke to the information shared in the board packet, noting the work involved (in the merger and dissolution process) and that as evidenced in the Gannt chart she had developed and

the task list document developed by the City, which all stakeholders were working from, there were many more tasks involved then had been expressed in comments made at the August board meeting.

The executive director also shared the strategic communications plan, noting that she had developed it in July 2024 and had shared with stakeholders to proactively manage the brand's reputation through this process. She noted that the Chamber had asked for marketing to cease at the end of August, but she had worked with them to ensure that the Ready or Not Event and the value-added wood products study were promoted. As of the end of September marketing has stopped as we are in wind down phase, and it will be up to the Chamber to take the brand from here.

3. PDA Dissolution and Chamber Merger

The board discussed a motion to transfer the EBDA assets to the City. The executive director shared that the City Council had voted unanimously to dissolve the PDA on Monday and that it was recommended that EBDA board make a motion to approve the transfer of EBDA assets to the City, in accordance with Ellensburg City code. Discussion was had about an appropriate date of transfer.

Motion that the EBDA authorize transfer of all assets on October 15th following the October 7th vote to dissolve the PDA and in recognition of city code and that the assets be transferred on the 15th or in a timely manner thereafter made by Garret Poshusta, second by Grant Clark. Motion approved by unanimous vote.

Motion to remove executive director Kristine Miller and Vice Chair Dawn Alford from the bank account of the EBDA at Cashmere Valley Bank on October 14th made by Garret Poshusta, second by Jared Vallejo. Motion approved by unanimous vote.

4. Closing

4.1 For the Good of the Order

Kelle Vandenberg gave assurance that if anyone has any questions, she is available and that (the City) is trying to (keep the process) as limited as possible so that it is not too taxing.

Heidi Behrends Cerniwey mentioned the importance of a seamless transition for customers, noted Kristine has done a great job, expressed appreciation (for the board's) flexibility and willingness to talk through things. She stated she hoped the board would continue at the Chamber or in the community. There is lots of good stuff going on.

Garrett Poshusta thanked Kristine for the work she had done, performed outside of the usual scope of work for an executive director and thanked her for carrying out (work) with professionalism and quality of thought.

Jared Vallejo thanked John Perrie, noting that John had been there from the beginning and that he has learned a lot of from his wisdom and experience.

Garrett Poshusta shared that he thinks this will be good for alignment - coming up with a cohesive approach to economic development. He stated that it will be good for the community, and he is excited for what's next.

Document ID: 5819b16f-7b3f-40bc-8a42-070be05080e0

John Perrie shared his experience from the beginning, noting that he had spent much time looking for a way to shut this down and now that it is being shut down there is no way to stop it.

Jennifer Lubanski shared this is a great group of people and she was honored to be a part.

Kristine Miller thanked the board for bringing her on board, it had been a growth opportunity, and she appreciated the board's guidance and wisdom.

Heidi Behrends Cerniwey then spoke to an October 15 closing date.

John Perrie noted he has started the process for joining the Chamber and asked what is next. Garrett Poshusta shared that he filled out the board member application, met with Charlie for coffee, and then had a meeting with Amy. He was not sure what was next, but he thought that after the meeting Amy might go before the Chamber board. Kelle Vandenberg offered to reach out to Amy for clarification on the process

4.2 Adjournment

4:39 PM Motion to adjourn by Garrett Poshusta.

Drafted: 10/10/2024

Approved: Jennifer Lubanski

Submitted by: Kristine Miller

Document ID: 5819b16f-7b3f-40bc-8a42-070be05080e0

Ellensburg Business Development Authority dba CenterFuse

BOARD OF DIRECTORS SPECIAL MEETING MINUTES

Monday, October 14, 2024

2:00 – 2:15 PM

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

Members not in Attendance: Dawn Alford, Vice Chair; Jennifer Lubanski, Secretary.

Others present: Kelle Vandenberg, City of Ellensburg; Kristine Miller, CenterFuse Executive Director.

1. Opening

The Chair called the meeting to order at 2:03 PM

1.2 Approval of Agenda

Motion to approve the agenda made by John Perrie, second by Jared Vallejo. Motion approved by unanimous vote.

1.3 Approval of Minutes from the October 9, 2024, Boad Meeting

The executive director explained that the October 9, 2024 minutes have not yet been signed.

1.4 Public Comment

None.

2. Resolution

Grant Clark motioned to approve EBDA Resolution 2024-09, second by Jared Vallejo. Motion approved by unanimous vote.

3. Additional Business Related to PDA and EBDA Dissolution

The board considered adding Bluebell Professional Solutions to the EBDA CVB accounts to pay any final outstanding bills.

Garrett Poshusta moved to add Bluebell Professional Solutions to the accounts to handle final bills after Kristine's employment is up, second by Grant Clark. Motion approved by unanimous vote.

4. Closing

4.1 For the Good of the Order

The board discussed signatory authority for final PDA dissolution tasks.

Jared Vallejo moved that the chair and treasurer be the final signatories to close out the PDA, second by James Jankowski.

The chair noted this motion would be to formally endow Garret Poshusta and Grant Clark with final signatory authority of the PDA.

Motion approved by unanimous vote.

4.2 Adjournment

2:12 PM Motion to adjourn by Garrett Poshusta.

Drafted: 10/14/2024

Approved: *Garrett Poshusta*

Submitted by: Kristine Miller

CENTERFUSE

ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY (EBDA) DBA CENTERFUSE
RESOLUTION NO. 2024 – 09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY (EBDA), A 501(C)(6) NONPROFIT CORPORATION, AUTHORIZING THE DISSOLUTION OF THE ORGANIZATION

WHEREAS, the Ellensburg City Council voted on October 7, 2024, to dissolve the Ellensburg Public Development Authority (PDA) pursuant to Ellensburg City Code Chapter 1.62.240; and

WHEREAS, Ellensburg City Code Chapter 1.62.240 specifies that upon the dissolution of the PDA, all remaining assets or property shall vest with the City of Ellensburg unless otherwise provided by the City Council, trustee, or court; and

WHEREAS, the Ellensburg Business Development Authority (EBDA), a 501(c)(6) nonprofit corporation, has operated to carry out the functions of the PDA, including economic development activities, for the City of Ellensburg; and

WHEREAS, the dissolution of the PDA renders the continued operation of the EBDA unnecessary; and

WHEREAS, the Board of Directors of the EBDA wishes to approve the dissolution of the organization in compliance with all applicable state and local laws; and

WHEREAS, the EBDA is working with the City of Ellensburg to ensure that all outstanding liabilities, debts, and obligations are properly addressed prior to dissolution;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Ellensburg Business Development Authority (EBDA) hereby authorizes the dissolution of the organization, effective upon the filing of Articles of Dissolution with the Washington Secretary of State and the transfer of assets to the City of Ellensburg.
2. The authorized signatories, Garrett Poshusta (Board Chair) and Grant Clark (Treasurer), are hereby directed to file the Articles of Dissolution with the Washington Secretary of State and to complete any other necessary filings required to finalize the dissolution of the organization.
3. All organizational records shall be transferred to the City of Ellensburg, where they will be retained for the minimum period required by law.

Adopted by the Board of Directors on the 14th day of October 2024.

Garrett Poshusta

Garrett Poshusta, Board Chair

Jennifer Lubanski

Jennifer Lubanski, Board Secretary

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

Date of Meeting **August 20, 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 August 20, 2024, Meeting to Order

Chair Miller called the meeting to orde at 3:32 pm.

1.B Roll Call of PTAC Members

The following PTAC members were in attendance:
Amy Spitznas, Jim Hurson, Joey Bryant, Charles Johnson, David Miller.
Member Deja Blanchard was excused.

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 August 20, 2024, PTAC Agenda

A motion to approve the August 20, 2024 meeting agenda was made by Jim Hurson. Motion Carried 5-0.

3. Meeting Minutes

3.A Motion to Approve the July 16, 2024, PTAC Meeting Minutes

A motion to approve the July 16, 2024 PTAC Meeting Minutes was made by Amy Spitznas. Motion Carried 5-0.

4. Follow Up Items

4.A Transit Development Plan

The Transit Development Plan was succesfully submitted to WSDOT.

4.B Labor Day Parade

PTAC members will be handing out Central Transit Frisbees during the parade.

5. Ridership Stats

5.A July 2024 Ridership Stats Review

Ridership Stats were shared.

6. Agenda Items

6.A No Agenda Items

7. Transit Marketing Updates

7.A Messer Group Marketing Agreement

The Agreement was submitted to the City Manager for signature.

7.B Advertising

Daily Record Ads were placed which focused on welcoming CWU Students.

8. Transit Updates

8.A Transit Improvement Projects

Updates on projects were shared with the group.

8.B Transit Budget

The Transit Biennium Budget was submitted to the COE Finance Dept.

8.C Trillium Optibus Agreement

The COE Attorney updated the agreement which was sent to Trillium Optibus.

8.D 2025 - 2027 Consolidated Operating Grant Application

The Grant Application is due September 17th.

9. Member Updates

9.A Member Updates as Time Permits

10. Next PTAC Meeting

10.A September 17, 2024

11. Adjournment

The meeting was adjourned at 4:44 pm.

Central Washington University
University Way Banner Request Form

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

Name of Event/Program: Homecoming 2024

Contact Person: Grace Pearsons Lola Gallagher Phone Number: 1677

Banner Hang Dates (Tuesday-Monday): October 22-28

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

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

* Example of a correctly made banner.

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

Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

_____

Central Washington University
University Way Banner Request Form

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

Name of Event/Program: POW/MIA Banner

Contact Person: Sara Seigler Phone Number: 2276

Banner Hang Dates (Tuesday-Monday): November 5- November 11, 2024

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

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

* Example of a correctly made banner.

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

Black Banner with POW/MIA logos. I don't have an exact photo of it, but there is probably a file from last year at the same time, its the same banner we hang every year.

Important Notes:

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

_____

Central Washington University
University Way Banner Request Form

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

Name of Event/Program: Ware Fair 2024

Contact Person: Phoebe Blaisdell Phone Number: 1337

Banner Hang Dates (Tuesday-Monday): Nov. 26 - Dec. 9

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

- Banner should be double-sided and a **maximum of 30' x 52" and a minimum of 24' x 48**" with **3" turnback at the top and bottom of the banner that will allow steel cable to be strung though it. No grommets.**
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For more information please contact CWU Student Union Operations & Scheduling Center at 509-963-1321 or 509-963-1641.

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

_____

Central Washington University
University Way Banner Request Form

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

Name of Event/Program: Kittitas County Pride

Contact Person: Meghan Winters Phone Number: 303-717-1015

Banner Hang Dates (Tuesday-Monday): May 20-June 2

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

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

* Example of a correctly made banner.

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

Kittitas County Pride Parade
May 31st, 2025

Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

_____

Central Washington University
University Way Banner Request Form

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

Name of Event/Program: Kittitas County Pride

Contact Person: Meghan Winters Phone Number: 303-717-1015

Banner Hang Dates (Tuesday-Monday): June 10-June 23

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

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

* Example of a correctly made banner.

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

Kittitas County Pride Welcomes All #HappyPrideMonth

Important Notes:

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

_____

Agenda #5.G

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Department of Natural Resources 2024 Community Forestry Assistance Grant Agreement
Submitted by:	Erin McGowan, Stormwater/Urban Forestry
Department:	Public Works & Utilities

Suggested Motion/Action:
Move to authorize the City Manager to sign the 2024 Community Forestry Assistant Grant Agreement.

Background/Summary:
The City of Ellensburg was awarded $272,500 from the Department of Natural Resources 2024 Community Forestry Assistance (CFA) Grant. The grant will fund the Urban Forest Management Plan and Ordinance Update Project. The project will create a Park Tree Inventory, Urban Forest Management Plan, Tree Ordinance Update & Replacement, create Street Tree Development Standards, and develop Outreach & Engagement Materials.

Previous Council Action:
Council approved the 2023/2024 biennial budget which allocated $150,000 for an Urban Forest Management Plan.

Analysis:
The City will engage a consultant to lead the Urban Forest Management Plan and Ordinance Update Project, aimed at modernizing Ellensburg's urban forestry practices. The project will involve a comprehensive park tree inventory, the development of an Urban Forest Management Plan (UFMP), an update to the existing tree ordinance, the establishment of new development standards for street trees, and the creation of public outreach and engagement materials.

A key focus of the project is community involvement, particularly in underserved areas. Outreach efforts will include bilingual materials, direct surveys, and public meetings to ensure meaningful engagement with all community members. A stakeholder group comprising local tree care professionals, community members, urban forestry partners, and city staff will also be established to guide the ordinance update process.

The ultimate goal of the project is to create a resilient urban forestry program that addresses current needs and supports long-term sustainability, while fostering meaningful community engagement throughout the process. The grant award provides for phased completion of all tasks by June 2027.

Financial Impact:
The total project cost of $272,500 is funded by the 2024 Community Forestry Assistance Grant with no match requirement. The upfront project costs were included in the 2023/2024 Biennial Budget and are included in the proposed 2025/2026 Biennial Budget. Staff will submit reimbursement requests to the DNR when each project task is complete.

Budget Adjustment: No

Attachments:
1. 2024 Community Forestry Assistance Grant Agreement
2. Exhitbit C - 2024 UCF CFA Project Work Plan

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

SUBAWARD AGREEMENT

This is a subaward of federal funds. Subrecipients are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.

The Washington State Department of Natural Resources (Agency/DNR) is the pass-through entity. This subaward is not being made for the purposes of Research and Development (R&D).

DNR FUNDING INFORMATION	
Program Index: 244 Project Code: GSA	**Competitive Grant** ☐ No ☒ Yes Request for Application (RFA) #: DNR 24-16

SUBRECIPIENT INFORMATION		
City of Ellensburg 501 N Anderson Street Ellensburg, WA 98926 **Phone:** (509) 962-7230 **Email:** mcgowane@ellensburgwa.gov		
WA State UBI Number 190-000-016	**Statewide Vendor Number** SWV0008367	**Taxpayer Identification Number/FEIN** 91-6001245
Unique Entity Identifier C733UF16JC23	**Total amount of federal funds obligated to the subrecipient by DNR** $272,500	

SUBAWARD INFORMATION		
Subaward Number 93-107975	**Amount obligated this agreement** $272,500	**Period of Performance** Date of execution through June 1, 2027
Match Required ☒ No ☐ Yes	**Indirect Rate** N/A	

FEDERAL AWARD INFORMATION	
Assistance Listing 10.727	**Federal Awarding Agency** USDA, Forest Service
Federal Award Identification Number 23-DG-11062765-080	**Federal Award Name** Washington Urban and Community Forestry Inflation Reduction Law State Funding
Federal award project description The purpose of this subaward is to fund the creation of an Urban Forestry Program for the City of Ellensburg through its Urban Forest Management Plan and Ordinance Replacement Project. The project will complete a park tree inventory, an urban forestry management plan, replace the city's tree ordinance, create street tree development standards, and develop public outreach and engagement materials.	

This Subaward Agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "**DNR**", and City of Ellensburg, hereinafter referred to as "**SUBRECIPIENT**".

1. PURPOSE

The intent of the program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this subaward is to fund the creation of an Urban Forestry Program for the City of Ellensburg through its Urban Forest Management Plan and Ordinance Replacement Project. The project will complete a park tree inventory, an urban forestry management plan, replace the city's tree ordinance, create street tree development standards, and develop public outreach and engagement materials.

2. SCOPE OF WORK

A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this subaward, the nature of the working relationship between DNR and SUBRECIPIENT, and specific obligations of both parties.

B. Exhibit B, attached hereto and incorporated by reference, contains the *Federal Subaward Terms and Conditions* governing work to be performed under this subaward, and specific subrecipient obligations.

C. The scope of work/deliverables for this agreement will be produced by SUBRECIPIENT using the Project Work Plan and Budget Template, attached hereto as Exhibit C and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. SUBRECIPIENT will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

Projects must be located on public property or be open to public access. Subaward funds may not be used to meet ordinary maintenance and operating expenses.

D. SUBRECIPIENT shall include as deliverables the following written reports:

- Interim Reports (approximately every 180 days from the project start date)
- Final Report (at the end of the project)

Report templates will be provided by the DNR Project Manager.

E. With the Final Report, SUBRECIPIENT will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement maybe substituted with approval of the DNR Project Manager.

3. PERIOD OF PERFORMANCE

The period of performance under this subaward will be from the date of execution through June 1, 2027, unless terminated sooner as provided herein.

4. AWARD

The total award payable to SUBRECIPIENT for satisfactory performance of the work under this subaward shall not exceed Two Hundred Seventy-Two Thousand Five Hundred Dollars ($272,500). SUBRECIPIENT's compensation shall be based on the details set out in the Project Work Plan and Budget.

Expenses

SUBRECIPIENT shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by DNR as reimbursable. The maximum amount to be paid to the SUBRECIPIENT for authorized expenses shall not exceed Ten Thousand Five Hundred Dollars ($10,500), which amount is included in the subaward total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. SUBRECIPIENT shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimburses as follows:

- Meals = @ per diem, broken down per meal (do not provide receipt, meals will be paid at the current state per diem rate, not actual costs)
- Car Rental = @ actual (attach receipt)
- Gas for Car Rental = @ actual (attach receipt)
- Hotel = @ actual but no more than @state allowed lodging rates (attach receipt)
- Personal vehicle mileage = @ state allowed mileage rate (no receipt needed)

Unallowable Costs

Payments made for costs determined to be unallowable by either the federal agency, or DNR, either as direct or indirect costs, must be refunded (including interest) to the federal government in accordance with instructions from the federal agency that determined the costs are unallowable unless federal statute or regulation directs otherwise.

Treatment of Subrecipient Assets, Equipment

SUBRECIPIENT shall comply with the Exhibit A, 46. TREATMENT OF ASSETS, as well as the following:

1. SUBRECIPIENT shall obtain prior written approval by DNR when purchasing property if the cost is to be reimbursed as a direct item of cost under this subaward. This approval may

be accomplished by inclusion in the agreed Project Work Plan and Budget.

2. Disposition of Assets shall be treated in accordance with the requirement of 2 CFR 200.

Federal funding under this award is not available for reimbursement of SUBRECIPIENT's purchase of equipment.

5. AUDIT REQUIREMENT

A SUBRECIPIENT with a total of $750,000 or more in federal expenditures during its fiscal year (either received directly from the federal government, indirectly from a pass-through entity, or a combination of both) must have a federal single audit conducted for that year in compliance with 2 CFR 200 Subpart F (as updated). SUBRECIPIENT must provide a copy of the final audit report to DNR within nine (9) months of the end of its fiscal year, unless a longer period is agreed to in advance by the Federal agency identified in this section.

A SUBRECIPIENT that expends less than $750,000 during its fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).

DNR may suspend all reimbursements if SUBRECIPIENT fails to timely provide a single Federal audit; further DNR reserves the right to suspend any and all Agreement(s) with SUBRECIPIENT if such noncompliance is not promptly cured.

6. FUNDING ACKNOWLEDGEMENT

SUBRECIPIENT shall acknowledge DNR and USDA Forest Service support in any publications, audiovisuals, electronic media, printed materials, signs, and other products developed as a result of this subaward. Materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

> *"Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program."*

SUBRECIPIENT must include the federal nondiscrimination statement in materials and products developed. See Exhibit B – Federal Subaward Terms and Conditions.

Appropriate agency logos may be used in addition to the above statement and will be supplied to the SUBRECIPIENT. Use of DNR logos must be reviewed and approved by the funding agencies prior to publishing.

7. BILLING PROCEDURES

Each invoice submitted by SUBRECIPIENT to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by SUBRECIPIENT using the Invoice Template, attached hereto as Exhibit D and incorporated by

reference, and be submitted electronically to the following website: https://app.smartsheet.com. SUBRECIPIENT's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit D – Invoice Template. Invoice frequency: With interim and final reports.

DNR will pay SUBRECIPIENT upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in its Project Work Plan and Budget and approved by the DNR Project Manager. Invoices and the required supporting documentation must be submitted as one PDF document.

DNR reserves the right to request backup documentation (e.g. invoices, receipts, payroll documents, subcontracts) for any and all expenses included in an invoice submitted for payment.

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

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

Fiscal Year Closures

Under fiscal year closing procedures, SUBRECIPIENT must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 10 of a given year.

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

Final payment will be withheld until satisfactory acceptance of the Final Report.

8. SUBRECIPIENT MONITORING

SUBRECIPIENT is a non-Federal entity receiving a subaward from a pass-through entity to carry out part of a federal award. SUBRECIPIENT performance will be monitored by DNR in compliance with 2 CFR 200.332.

SUBRECIPIENT will complete the following form(s): Financial Health Review (Exhibit E).

SUBRECIPIENT will participate in monitoring activities, which may include trainings, regular meetings, and in-person and/or virtual reviews of SUBRECIPIENT program operations. The results of SUBRECIPIENT monitoring may impact this subaward and may be considered in future applications for future DNR awards.

9. GRANT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this subaward.

SUBRECIPIENT Subaward Manager Information	AGENCY Subaward Manager Information
Caroline Escobar City of Ellensburg 501 N Anderson Street Ellensburg, WA 98926 *Phone:* 509-962-7214 *Email address:* escobarc@ellensburgwa.gov	Sajjad Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 *Phone:* 360-915-3944 *Email address:* Sajjadullah.Alokozai@dnr.wa.gov
SUBRECIPIENT Project Manager Information	**AGENCY Project Manager Information**
Erin McGowan City of Ellensburg 501 N Anderson Street Ellensburg, WA 98926 *Phone:* 509-962-7237 *Email address:* mcgowane@ellensburgwa.gov	Scott Chambers Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 *Phone:* 564-233-9299 *Email address:* Scott.chambers@dnr.wa.gov

10. INSURANCE

Before using any of said rights granted herein and at its own expense, SUBRECIPIENT shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

SUBRECIPIENT shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. SUBRECIPIENT shall also provide renewal certificates as appropriate during the term of this agreement.

SUBRECIPIENT shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of SUBRECIPIENT to have its subcontractors and agents comply with the insurance requirements contained herein does not limit SUBRECIPIENT's liability or responsibility.

Insurance Types & Limits: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: SUBRECIPIENT shall purchase and maintain commercial general liability insurance with a limit of not less than $1,000,000 per each occurrence.

If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent SUBRECIPIENTs, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: SUBRECIPIENT shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: SUBRECIPIENT shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." SUBRECIPIENT waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): SUBRECIPIENT shall comply with or provide Federal Workers Compensation insurance or coverage under Title 51 RCW by maintaining workers compensation insurance for its employees. SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. SUBRECIPIENT waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this agreement.

Additional Provisions:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's

absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Self-Insurance: If SUBRECIPIENT is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that SUBRECIPIENT's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of SUBRECIPIENT is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

11. DEBARMENT OF SUBRECIPIENTS

SUBRECIPIENT shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

SUBRECIPIENT certifies that SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. SUBRECIPIENT shall complete Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form before execution of this subaward.

12. ASSURANCES

AGENCY and SUBRECIPIENT agree that all activity pursuant to this subaward will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

13. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this subaward. In the event of an inconsistency in this subaward, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit B
3. Washington State statutes and regulations.
4. Special terms and conditions as contained in this basic contract instrument.
5. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

14. STATE SUBCONTRACTS

Subcontractor means not in the employment of the State of Washington, who is performing all, or part of the activities related to this agreement under a separate contract with SUBRECIPIENT responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, SUBRECIPIENT is required to obtain subcontractors in compliance with RCW 39.26.

15. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at https://omwbe.diversitycompliance.com/. SUBRECIPIENT and all subcontractors shall report and confirm receipt of payments made to SUBRECIPIENT and each subcontractor through Access Equity. User guides and documentation related to SUBRECIPIENT and subcontractor access to, and use of Access Equity are available online at https://omwbe.wa.gov/access-equity-help-center. DNR reserves the right to withhold payments from SUBRECIPIENT for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

SUBRECIPIENT shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to SUBRECIPIENT, unless otherwise specified in writing by DNR, except that SUBRECIPIENT shall mark as "Final" and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from SUBRECIPIENT or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from SUBRECIPIENT or system-generated messages to check or provide information in Access Equity; and (v) coordinate SUBRECIPIENT, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

SUBRECIPIENT is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. SUBRECIPIENTS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. SUBRECIPIENTS can access the system at https://omwbe.diversitycompliance.com/ or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: https://omwbe.wa.gov/.

Each month during the subaward, SUBRECIPIENT will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. SUBRECIPIENT will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both SUBRECIPIENTS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a SUBRECIPIENT that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

16. SUBCONTRACTOR INCLUSION PLAN

Any SUBRECIPIENT entering into a contract shall ensure that all subcontractors complete a Subcontractor Inclusion Plan (see Exhibit G).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. SUBRECIPIENT shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. SUBRECIPIENT shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DBA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business.

SUBRECIPIENT shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.

17. ENTIRE AGREEMENT

This subaward, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

18. CONFORMANCE

If any provision of this subaward violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

19. APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF ELLENSBURG	**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
Signature *Date*	*Signature* *Date*
Heidi Behrends Cerniwey	Jennifer Watkins
Name	*Name*
City Manager	Forest Resilience Division Manager
Title	*Title*
501 N. Anderson Street Ellensburg, WA 98926	1111 Washington Street SE, MS 47013 Olympia, WA 98504-7013
Address	*Address*
509-962-7221	360-338-1688
Telephone	*Telephone*

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

The Subrecipient shall provide access to data generated under this subaward to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subrecipient's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this subaward shall be made by the Agency.

3. AMENDMENTS

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

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

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

5. ANTITRUST

The Subrecipient hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this subaward.

6. ASSIGNMENT

Neither this subaward, nor any claim arising under this subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the Agency.

Subrecipient may not assign its rights under this Subaward without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Subrecipient provides written notice to DNR within thirty (30) calendar days, Subrecipient may assign its rights under this Subaward in full to any parent, subsidiary, or affiliate of the Subrecipient that controls or is controlled by or under common control with the Subrecipient, is merged or consolidated with the Subrecipient, or purchases a majority or controlling interest in the ownership or assets of the Subrecipient. Unless otherwise agreed, the Subrecipient guarantees prompt performance of all obligations under this Subaward notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce subaward terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW
At all times during the term of the subaward, the Subrecipient shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The Subrecipient shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this subaward, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST
Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Subrecipient terminate this subaward if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Subrecipient in the procurement of, or performance under this subaward.

In the event this subaward is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the subaward by the Subrecipient. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this subaward.

11. COPYRIGHT PROVISIONS
Unless otherwise provided, all materials produced under this subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Subrecipient hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

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

For materials that are delivered under the subaward, but that incorporate pre-existing materials not produced under the subaward, Subrecipient hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual

property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Subrecipient shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this subaward, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this subaward.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this subaward. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

12. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or selling Agent has been employed or retained to solicit or secure this subaward upon a subaward or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Subrecipient for securing business.

The Agency shall have the right, in the event of breach of this clause by the Subrecipient, to annul this subaward without liability or, in its discretion, to deduct from the subaward price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Subrecipient shall be in default if it is in material breach of any term or condition of the subaward. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the subaward.
2. SHIPPING & RISK OF LOSS. All goods subject to the Subaward shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. INSPECTION: The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. REJECTION: The Agency may reject any nonconforming Deliverables by reasonably notifying the Subrecipient in writing.
5. OPPORTUNITY TO CURE: Subrecipient shall have the right to cure the materiality of any breach prior to the time for performance under the Subaward. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this subaward include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions,

institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CFR - Code of Federal Regulations. All references in this subaward to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at https://www.ecfr.gov/

DEBARMENT – An action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

EQUIPMENT – Products or materials having a fair market value of $5,000 or more per unit and a useful life of over one year.

GOODS – Products, materials, supplies, or equipment provided by a Subrecipient

PURCHASE – The acquisition of goods or services, including the leasing or renting of goods.

RCW – Revised Code of Washington. All references in this subaward to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/RCW/.

SERVICES – Labor, work, analysis, or similar activities provided by a Subrecipient to accomplish a specific scope of work.

SUBAWARD – An agreement between DNR and Subrecipient that includes terms and conditions, all appendices, and exhibits, associated Statements of Work (e.g. Subaward), and all amendments awarded.

SUBCONTRACTOR – One not in the employment of the Subrecipient, who is performing all or part of the business activities related to this subaward under a separate contract with the Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

SUBRECIPIENT – A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a SUBRECIPIENT are when the organization:

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements;
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
6. Operates on the basis of allowable costs no payment above cost is allowed; and
7. May be required to match or share costs of the program.

USEFUL LIFE - Useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless SUBRECIPIENT or subcontractor documents in writing some different period that the DNR agrees to in writing.

VENDOR – Individual, firm, organization, company or other entity offering products and/or services.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

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

17. DISPUTES

Except as otherwise provided in this subaward, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
   - Be in writing;
   - State the disputed issue(s);
   - State the relative positions of the parties;
   - State the Subrecipient's name, address, and agreement number; and
   - Be mailed to the Agent and the other party's (respondent's) subaward manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

18. DUPLICATE PAYMENT

The Agency shall not pay the Subrecipient, if the Subrecipient has charged or will charge the State of Washington or any other party under any other subaward or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS
Environmental considerations do not apply to this subaward.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS
MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Subrecipient represents and warrants, as previously certified in Subrecipient's bid, quotation and/or proposal submission, that Subrecipient does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Subrecipient further represents and warrants that, during the term of this subaward, Subrecipient shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE
At all times during the course of this subaward, the Subrecipient must comply with applicable laws, rules, policy and regulations required by the source of funding for the subaward. If this subaward is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit B.

22. GOVERNING LAW
This subaward shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT
Per RCW 43.01.135, Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:
https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf.

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for
contractors: www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf.

DNR's Policy PO01-037 Harassment Prevention outlines DNR's commitment and the expectations for
contractors: www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf.

24. INDEMNIFICATION
To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the subaward. "Claim," as used in this subaward, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Subrecipient's obligations to indemnify, defend, and hold harmless includes any claim by Subrecipients' Agents, employees, representatives, or any Subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Subrecipient's or any Subcontractor's performance or failure to perform the contract. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The parties intend that an independent Subrecipient relationship will be created by this subaward. The Subrecipient and his or her employees or Agents performing under this subaward are not employees or Agents of the Agency. The Subrecipient will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26. INDUSTRIAL INSURANCE COVERAGE

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

27. INTERGRATION

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

28. LICENSING, ACCREDITATION AND REGISTRATION

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this subaward.

29. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or

condition of this subaward. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this subaward is not effective or binding unless made in writing and signed by the Agent.

30. NONDISCRIMINATION

During the performance of this subaward, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations, and policies.

31. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

a. Nondiscrimination Requirement. During the term of this Contract, Subrecipient, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Subrecipient, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Subrecipient, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. Subrecipient, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Subrecipient, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, DNR may suspend Subrecipient, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that Subrecipient, including any subcontractor, is cooperating with the investigating state agency. In the event Subrecipient, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Subrecipient or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Subrecipient, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to Subrecipient or subcontractor, or that thereafter become due, an amount for damages Subrecipient or subcontractor will owe DNR for default under this provision.

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this subaward shall be protected against unauthorized use, disclosure, modification or loss. Subrecipient shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Subrecipient and its Subcontractors

agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the subaward and the demand for return of all personal information. The Subrecipient agrees to indemnify and hold harmless the Agency for any damages related to the Subrecipient's unauthorized use of personal information.

33. PUBLICITY

The Subrecipient agrees to submit to the Agency all advertising and publicity matters relating to this subaward wherein the Agency's name is mentioned, or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

34. RECORDS MAINTENANCE

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

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

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

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Subrecipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this subaward.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
    a. SPECIFIC PERFORMANCE: If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
    b. COVER: The Agency may obtain substitute Deliverables and charge the Subrecipient the difference between the cost of the substitute Deliverables and the contracted for price.
    c. PRICE REDUCTION: The Agency may retain nonconforming Deliverables and equitably reduce the price of the subaward based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.

d. RETURN: The Agency may return or set aside for pickup by the Subrecipient any nonconforming goods and terminate the subaward for cause.

2. The Subrecipient shall be liable for all compensatory, incidental and consequential damages caused by any breach of the subaward. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Subrecipient under the subaward.
3. The agency's total liability for all damages arising out of or related to the subaward shall in no event exceed the purchase price of the subaward. Furthermore, in the event of a termination of the subaward, the agency's total liability for all damages arising out of or related to the subaward shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the subaward are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Subrecipient shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this subaward.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this subaward and prior to normal completion, the Agency may terminate the subaward under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

39. SEVERABILITY

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

40. SITE SECURITY

While on Agency premises, Subrecipient, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

Neither the Subrecipient nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this subaward without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Subrecipient to the Agency for any breach in the performance of the Subrecipient's duties. This clause does not include subawards of employment between the Subrecipient and personnel assigned to work under this subaward.

Additionally, the Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this subaward are carried forward to any subcontracts. Subrecipient and its

Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

42. TAXES
All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

43. TERMINATION FOR CAUSE
In the event the Agency determines the Subrecipient has failed to comply with the conditions of this subaward in a timely manner, the Agency has the right to suspend or terminate this subaward. Before suspending or terminating the subaward, the Agency shall notify the Subrecipient in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the subaward may be terminated or suspended.

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

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

The rights and remedies of the Agency provided in this subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this subaward, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this subaward, in whole or in part. If this subaward is so terminated, the Agency shall be liable only for payment required under the terms of this subaward for goods delivered or services rendered prior to the effective date of termination.

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

The Agency shall pay to the Subrecipient the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Subrecipient and the Agency

for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this subaward. The Agency may withhold from any amounts due the Subrecipient such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Subrecipient shall:

1. Stop work under the subaward on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the subaward that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the subaward had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this subaward, which is in the possession of the Subrecipient and in which the Agency has or may acquire an interest.

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this subaward, shall pass to and vest in the Agency upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this subaward, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this subaward, or (ii) commencement of use of such property in the performance of this subaward, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Subrecipient shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this subaward.

3. The Subrecipient shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Subrecipient shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Subrecipient shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this subaward.
6. All reference to the Subrecipient under this clause shall also include Subrecipient's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL
The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at U.S. Treasury Specially Designated Nationals And Blocked Persons List. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Subrecipient in writing and terminate the subaward according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

48. WAIVER
Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this subaward unless stated to be such in writing and signed by authorized representative of the Agency.

49. WARRANTIES
Subrecipient warrants that all Deliverables provided under this subaward shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B

FEDERAL SUBAWARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

SUBRECIPIENT and its consultants and subcontractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. SUBRECIPIENT and its consultants and subcontractors shall timely obtain all permits and approvals necessary to lawfully implement the project. SUBRECIPIENT and its subcontractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
3) Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
4) General procurement standards in §§ 200.318 through 200.327 of the Code of Federal Regulations.

2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

SUBRECIPIENT shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a
Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

3. COPYRIGHTING

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This provision includes:

- The copyright in any work developed by SUBRECIPIENT under this subaward.
- Any right of copyright to which SUBRECIPIENT purchase(s) ownership with any federal contributions.

4. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL

SUBRECIPIENT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

"In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1) *Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
2) *Fax: (833) 256-1665 or (202) 690-7442; or*
3) *Email: program.intake@usda.gov."*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the United States Forest Service (USFS) Program has any personal financial interest, direct or indirect, in this subaward. SUBRECIPIENT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this subaward, no person having any conflicting interest will be employed. Any interest on the part of the SUBRECIPIENT or its employees must be disclosed to DNR.

No officer, employee or agent of the SUBRECIPIENT shall participate in the selection, award, or administration of activity funded in whole or in part with USFS funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this subaward, nor shall they have or acquire any

interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

6. LOBBYING AND LITIGATION

SUBRECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. SUBRECIPIENT shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.
All contracts awarded by SUBRECIPIENT shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Legal expenses required in the administration of federal programs are allowable. Legal expenses for prosecution of claims against the federal government are unallowable.

7. CERTIFICATION REGARDING LOBBYING

SUBRECIPIENT certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. TRAFFICKING IN PERSONS

1) Provisions applicable to a subrecipient that is a private entity.
    a. You as SUBRECIPIENT and your employees, may not:
        i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        ii. Procure a commercial sex act during the period of time that the award is in effect; or
        iii. Use forced labor in the performance of the award or subawards under the award.
    b. The federal awarding agency may unilaterally terminate this award, without penalty, if a SUBRECIPIENT that is a private entity:
        i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
        ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
            1. Associated with performance under this award; or
            2. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),’’.
2) Provision applicable to a subrecipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
    a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
        i. Associated with performance under this award; or
        ii. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’’
3) Provisions applicable to any recipient.
    a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
        i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4) Definitions. For purposes of this award term:

a. ''Employee'' means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. ''Private entity'':

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9. DRUG-FREE WORKPLACE

1) SUBRECIPIENT agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions SUBRECIPIENT will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

i. Shall abide by the terms of the statement, and

ii. Shall notify SUBRECIPIENT in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2) SUBRECIPIENT agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

a. The dangers of drug abuse in the workplace;

b. The established policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation and employee assistance programs; and

d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3) Without the federal Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4) SUBRECIPIENT agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after SUBRECIPIENT learns of the conviction.
5) Within 30 calendar days of learning about an employee's conviction, SUBRECIPIENT must either
    a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
    b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state or local health, law enforcement, or other appropriate agency.

10. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

1) SUBRECIPIENT may not require its employees, contractors, or second tier subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
2) SUBRECIPIENT must notify its employees, contractors, or second tier subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3) The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
4) If DNR determines that SUBRECIPIENT is not in compliance with this award provision, it;
    a. Will prohibit the subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    b. May pursue other remedies available for the subrecipient's material failure to comply with award terms and conditions.

11. ELIGIBLE WORKERS

SUBRECIPIENT shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). SUBRECIPIENT shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

12. FREEDOM OF INFORMATION ACT (FOIA)

Public access to subaward or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

13. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by federal employees is banned: a) while driving a Government Owned Vehicle (GOV) or driving a Privately Owned Vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All subrecipients, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

14. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM

As a subrecipient of USDA financial assistance, you will comply with the following:

1) Do not discriminate against applicants for sub-grants on the basis of their religious character.
2) 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3) Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

SUBRECIPIENT is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

1) procure or obtain, extend or renew a contract to procure or obtain;
2) enter into a contract (or extend or renew a contract) to procure; or
3) obtain the equipment, services or systems.

EXHIBIT C – 2024 UCF CFA PROJECT WORK PLAN TEMPLATE

Subrecipient Organization Name: _____

2024 Community Forestry Assistance Grant (Agreement Number _____)

Period of Performance: _____

Overview: [insert narrative based on submitted proposal]

Activity 1: Title and Description ***Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.***			
Task	**Deliverable**	**Completion Date**	**Estimated Cost**
1.1. *Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.*	*Copy of survey developed (.pdf preferred). Documentation of payment to contractor for services rendered.*	*June 1, 2025*	*$2,000*
1.2. *Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.*	*Report including:* - *Link to website where survey was posted and estimated number of respondents.* - *Copy of direct mail materials and number of households reached.* - *List of community events attended and approximate number of survey respondents.*	*June 1, 2025*	*$4,580*
1.3.			$
1.4.			$
		Activity 1 Total	*$6,580*

Activity 2: Title and Description ***Example: City Urban Tree Inventory:*** *Update existing inventory data and collect new data throughout the city, via subcontractor.*			
Task	**Deliverable**	**Completion Date**	**Estimated Cost**
2.1. Consultant updates existing tree inventory data.	*GIS data and excel export of updated tree inventory.*	*June 1, 2025*	*$8,000*
2.2. Consultants collect new point-based tree inventory data and performs data analysis.	*GIS data and excel export of new inventory data; results of analysis.*	*June 1, 2025*	*$10,500*
2.3. Consultant collects new inventory data using a sample-based approach.	*GIS data and excel export; results of analysis.*	*June 1, 2025*	*$9,000*
2.4.			$
		Activity 2 Total	*$27,500*

Activity 3: Title and Description ***Example: Purchase and install street trees and irrigation:*** *Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.*			
Task	**Deliverable**	**Completion Date**	**Estimated Cost**
3.1. Purchase and install irrigation to water new trees.	*Receipt of irrigation supply purchase;* *At least 3 photos of irrigation system installation.*	*June 1, 2025*	*$4,354.67*
3.2. Purchase and install at least 35 new street trees. Trees to be at least 1.5" caliper.	*Invoice of tree purchase with tree species listed;* *At least 2 photos of street trees being planted.*	*June 1, 2025*	*$8,750*
3.3. Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.	*Receipt of supplies purchased showing actual costs.*	*June 1, 2025*	*$800*
		Activity 3 Total	*$13,904.67*
		Activities 1-3 Total	*$47,984.67*

BUDGET TEMPLATE

Budget cannot exceed $_____. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	$	$	$	$	**$**
Activity 2	$	$	$	$	**$**
Activity 3	$	$	$	$	**$**
Total	**$**	**$**	**$**	**$**	**$**

Table 2. Cost by Line Item

Personnel and Benefits	
Example: ***Project Manager ($38.54/hr)*** *Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports.* *Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2*	$
Task(s)	$
Task(s)	$
Travel	
Example: ***Travel Expenses*** *Lodging and mileage (GSA standard rates).* *Tasks 3.1, 3.2, 3.3*	$
Task(s)	$
Task(s)	$
Supplies	
Example: Acme supplies and rental equipment *Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies.* *Task 1.3*	$
Task(s)	$
Task(s)	$

Contractual	
Example: ***Event Team Subcontractor*** *Subcontractor will provide personnel to aid with event setup and cleanup.* *Tasks 1.1, 3.3*	$
Task(s)	$
Task(s)	$
Total	**$**

The project described herein is located on public property or is open to public access. No grant funds can used by SUBRECIPIENT to meet ordinary maintenance and operating expenses.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument and are in agreement with its content.

SUBRECIPIENT NAME	**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
Signature *Date*	*Signature* *Date*
Name	*Name*
Project Manager *Title*	Project Manager *Title*
	1111 Washington Street SE MS 47013 Olympia, WA 98504-7013
Address	*Address*
Telephone	*Telephone*

EXHIBIT D – INVOICE TEMPLATE

INVOICE				
Agreement Number: Invoice Date:				
Invoice Number:				
From:	Subrecipient Organization Name (of PM) Subrecipient Project Manager Address Phone Email	To:	Scott Chambers DNR Project Manager Washington State Department of Natural Resources 1111 Washington St SE Olympia, WA 98504-7013 Scott.chambers@dnr.wa.gov	
		Brief description of costs included in this invoice period.	Cost Type	Cost
Task 1.1 Example: Tree Planting Event		Example: - Project Coordinator (25 hrs. x $22 = $550.00) - Hotel (3 nights; $429.65; Receipt attached) - Mileage (50 miles x $0.67 = $33.50) - Name Tags ($58.46; Receipt attached) - Seedlings ($4,667.26; Receipt attached) - Set-up Crew ($759.25; Receipt attached)	Personnel & Benefits	$550.00
			Travel	$161.15
			Supplies	$4,725.72
			Contractual	$759.25
			Subtotal Task 1.1	**$6,196.12**
Task 1.2			Personnel & Benefits	$
			Travel	$
			Supplies	$
			Contractual	$
			Subtotal Task 1.2	**$0.00**
Task 1.3			Personnel & Benefits	$
			Travel	$
			Supplies	$
			Contractual	$
			Subtotal Task 1.3	**$0.00**
			Total Activity 1	**$6,196.12**

Activity 2	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 2.1		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 2.1	**$0.00**
Task 2.2		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 2.2	**$0.00**
Task 2.3		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 2.3	**$0.00**
		Total Activity 2	**$0.00**
Activity 3	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 3.1		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 3.1	**$0.00**
Task 3.2		Personnel & Benefits	$
		Travel	$
		Supplies	$
		Contractual	$
		Subtotal Task 3.2	**$0.00**
Task 3.3		Personnel & Benefits	$
		Travel	$

		Supplies	$
		Contractual	$
		Subtotal Task 3.3	**$0.00**
		Total Activity 3	**$0.00**
		Total Activities 1-3	**$6,196.12**

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

FINANCIAL HEALTH REVIEW

The purpose of this checklist is to assist your organization in understanding the minimum requirements necessary to accept, manage, and spend federal funds as a subrecipient. The responses to this checklist are used by Washington State Department of Natural Resources (DNR) to develop monitoring and technical assistance plans for subrecipients. Any 'No' response will not automatically disqualify your entity from receiving funds from DNR. These answers will inform our monitoring approach and technical support.

A representative from your organization must review and complete the form, certifying in the last section that they have read and understand items listed in this document. Return the completed form to the designated DNR contact.

SUBRECIPIENT INFORMATION	
Subrecipient Organization Name	**Subaward Number**
Federal Fiscal Year	**Federal Award Identification Number**

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) DECLARATION	**YES**	**NO**
1. In your organization's preceding completed fiscal year, did your business or organization receive (a) 80 percent or more of its annual gross revenues in U.S. federal contract, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (b) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	☐	☐
2. Does the public have access to information about the compensation of the executives in the your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?	☐	☐

LEGAL	**YES**	**NO**
1. My organization has never been suspended or debarred from participating in Federal assistance programs or activities as specified in Executive Orders 12549 and 12689 and 2 CFR part 180.	☐	☐
2. Is your organization currently, or at any point previously, involved in any civil or criminal suits?	☐	☐

SUBRECIPIENT MONITORING	**YES**	**NO**

1. My organization is aware that as a subrecipient, it must be monitored for financial operations (records, systems, and procedures), performance, and conformance to regulations.	☐	☐

FINANCIAL MANAGEMENT SYSTEMS	YES	NO
2. Responsible parties for my organization are familiar with the Office of Management and Budget's (OMB) Uniform Administrative Requirements and the Cost Principles, as they apply to Federal grants and subawards.	☐	☐
3. My organization's accounting systems and internal policies meet the following criteria as outlined in the most current version of 2 CFR Part 200:		
a. Accurate, current, and complete disclosure of the financial results of each Agreement;	☐	☐
b. A procedure that identifies each funding source and establishes a separate control account for each funding source (separate checking accounts are not required);	☐	☐
c. A method for identifying the receipts and expenditures for each funding source separately from other funding sources, and accounting records that indicate this method is being effectively followed;	☐	☐
d. Effective control over and accountability for all funds, property, and other assets to assure that all assets are used solely for authorized purposes;	☐	☐
e. Comparison of actual with budgeted amounts for each Agreement;	☐	☐
f. Accounting record entries that are supported by source documentation; i.e., entries refer to subsidiary records and documents which support the entries, such as payroll and time records, vouchers, purchase orders, invoices, warrants, etc.;	☐	☐
g. A method for accumulating and recording expenditures by budget period and cost categories provided in the approved Agreement	☐	☐
h. A procedure for authorizing expenditures, signing checks and reconciling expenditures in a timely manner that ensures the integrity of the system.	☐	☐

POLICY AND PROCEDURES	YES	NO
4. My organization has a written travel policy which is consistent for both internal travel and approved travel costs under the federal subaward. If no policy exists, does my organization adheres to Federal Government Travel rates and amounts. *5 U.S.C 5701-11*	☐	☐
5. My organization maintains written procurement procedures that comply with federal procurement standards in 200.317 through 200.327. The same procedures are followed whether the procurements are with federal grant funds or non-federal funds.	☐	☐
6. My organization maintains a property/inventory management system to track the location and value of equipment purchased with federal funds.	☐	☐
7. My organization maintains a written conflict of interest policy for its employees.	☐	☐

8. My organization retains, or will retain, all records related to this subaward for six years in accordance with the timeframes identified in the subaward document (Exhibit A, 34. Records Maintenance).	☐	☐
9. My organization maintains an internal policy and/or process to check the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award at https://www.sam.gov/.	☐	☐

AUDIT REQUIREMENTS	YES	NO
10. For the fiscal year indicated above, my organization expended $750,000 or more in federal funding, and is required to have a single audit conducted in accordance with 2 CFR 200.501 – Audit Requirements.	☐	☐
11. For the fiscal year indicated above, my organization expended less than $750,000 in federal funding and is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503. My organization understands that records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).	☐	☐

ENTITY READINESS			
Is the entity new to operating or managing federal grant funds or state contracts (or has not done so in the past five years)?	No ☐		Yes ☐
Organizational knowledge/years of experience in administering similar awards or sub-awards	5+ years ☐	3-5 years ☐	< 3 years ☐
Proposed subrecipient agreement amount	< $30,000 ☐	$30,001-149,999 ☐	$150,000+ ☐

ACKNOWLEDGEMENT	
I acknowledge that my organization has received this document and understands the financial management standards necessary to federal subawards. At any time in reviewing this document, in pre-award negotiations, during the post-award meeting, or at any time subsequent, if my organization has questions regarding the content presented in this checklist or related to the award, I understand that I may bring this to the attention of the DNR for clarification and that DNR staff are available to assist my organization.	
Signature:	**Date:**
Name:	**Title:**
Phone Number:	**Email:**

EXHIBIT F

AD-1048

OMB No. 0505-0027

Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE	DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)

EXHIBIT G – SUBCONTRACTOR INCLUSION PLAN
For Contractors Who Plan to Use Subcontractors to Perform the Contract

CONTRACT NUMBER:	
CONTRACTOR:	_____ Type/print full legal name of Contractor

INSTRUCTIONS

1. Contractors that intend to use Subcontractors for the above referenced Contract must complete Section 1 of this Subcontractor Inclusion Plan.
2. Section 2 – Provides instructions and information regarding who must submit this Subcontractor Inclusion Plan and what is required.
3. Section 3 – Provides information on definitions of the businesses as used in this Subcontractor Inclusion Plan.

SECTION 1: SUBCONTRACTOR INCLUSION PLAN

Contractor shall list the anticipated small/veteran/diverse business category goals for Subcontractor participation. Contractor may list any goal amount that they feel is appropriate and attainable for them. These are aspirational goals for Contractor's use of small/veteran/diverse Subcontractors. if known, provide the name of each business in the appropriate category as they are listed in Washington's Electronic Business Solution (WEBS).

SUBCONTRACTOR Category *AS DESCRIBED BELOW	ANTICIPATED % OF CONTRACT SPEND AMOUNT (DETERMINED BY THE CONTRACTOR)	ANTICIPATED SUBCONTRACTOR NAMES (LIST ALL IN THE APPROPRIATE BOX BELOW IF KNOWN)
MINORITY-OWNED BUSINESS (MBE)		
WOMAN-OWNED BUSINESS (WBE)		
CERTIFIED COMBINATION OWNED BUSINESS (CBE)		
CERTIFIED MINORITY WOMAN OWNED BUSINESS (MWBE)		
SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDBE)		
VETERAN-OWNED BUSINESS (VOB)		

WASHINGTON SMALL BUSINESS (SB)		
Contractor commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse Subcontractors as stated above. Contractor will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS. _____ _____ Contractor's Authorized Representative Date Signed		

SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING SUBCONTRACTOR INCLUSION PLAN

1. Contractors who intend to use Subcontractors must complete the Subcontractor Inclusion Plan in the form set forth above. Contractors who do not submit a Subcontractor Inclusion Plan may be precluded from utilizing Subcontractors to perform the Contract.
    - Note: Subcontractor Inclusion Plan is NOT required if Contractor does NOT intend to use Subcontractors for this Contract.
2. As part of the Subcontractor Inclusion Plan, Contractor is encouraged to include an anticipated list of small/diverse Subcontractors who may assist the Contractor in fulfilling Contractor's contractual obligations. This list should identify any Subcontractors who are small/veteran/diverse businesses as defined below.
    - Note: The businesses included in the Subcontractor Inclusion Plan are listed as examples of businesses Contractor may use as Subcontractors and does NOT obligate Contractor to utilize those specific businesses in performing the Contract. Contractor will report performance and progress to DNR as set forth in the Contract and in annual contract management meetings.
3. If the proposed Subcontractors are self-identified diverse businesses, Contractor will encourage and support efforts for their certification with the appropriate Washington State agencies.
4. The small/veteran/diverse business goals set forth herein are voluntary. Contractors will not be in breach of this Contract if the Subcontractor Inclusion Plan has a zero small/veteran/diverse business participation amount. DNR, however, encourages Contractors to be proactive in engaging small/veteran/diverse business participation.
5. Contractors who utilize Subcontractors will meet with DNR annually regarding their small/veteran/diverse business inclusion goals set forth in their Subcontractor Inclusion Plan.

SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of the Contract, the below terms have the following meanings:

BUSINESS CATEGORY	DEFINITION
Minority-Owned Business (MBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business. See, RCW 39.19.120 and WAC 326-20.
Woman-Owned Business (WBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business. See, RCW 39.19.120 and WAC 326-20.
Combination Owned Business (CBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by women and minorities. See, RCW 39.19.120 and WAC 326-20.
Minority Woman Owned Business (MWBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority women. See, RCW 39.19.120 and WAC 326-20.
Socially and Economically Disadvantaged Business (SEDBE)	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. See, RCW 39.19.120 and WAC 326-20.
Veteran-Owned Business (VOB)	Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, , RCW 43.60A.010(7) and RCW 43.60A.190. Such firms must meet four requirements: **1. 51% Ownership**. The firm must be at least fifty-one percent (51%) owned and controlled by: (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. **2. Washington Incorporation/Location**. The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.

	3. WEBS Certification. The firm must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS). **4. WDVA Certification**. The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).
Washington Small Business (SB):	Limited to firms that meet the following three (3) requirements: **1. Location**. The firm's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. **2. Size**. The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on the firm's federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years. **3. WEBS Certification**. Contractor must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS). *See*, RCW 39.26.010(22) and RCW 39.26.010(13). Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms just have a small 'size' requirement: • Minibusiness Size Requirement: The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars ($1,000,000) but less than three million dollars ($3,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(17). • Microbusiness Size Requirement: The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars ($1,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(16).

2024 UCF CFA PROJECT WORK PLAN

Subrecipient Organization Name: City of Ellensburg

2024 Community Forestry Assistance Grant (Agreement Number _____)

Period of Performance: June 30, 2027

Overview: The Urban Forest Management Plan and Ordinance Replacement Project will create a modern Urban Forestry Program for the City of Ellensburg. The project will complete a park tree inventory, an urban forestry management plan, replace the city's tree ordinance, create street tree development standards, and develop public outreach & engagement materials. It is a large undertaking that will rely heavily on public involvement, ultimately benefiting the community for years to come.

Activity 1: Park Tree Inventory
Collect a new park tree inventory in developed park areas and city facilities and create an inventory report. The report will include field data collection methods, results, and recommendations.

Task	Deliverable	Completion Date	Estimated Cost
1.1. Consultant collects new point-based park tree inventory. Current DNR inventory minimum data collection attributes will be met or exceeded.	GIS data and excel export of new inventory data	December 31, 2025	$50,000
1.2. Consultant analyzes tree inventory data and submits a report.	.pdf copy of consultant report	December 31, 2025	$10,000
		Activity 1 Total	$60,000

Activity 2: Urban Forest Management Plan
Create an Urban Forest Management Plan (UFMP) for the city's park and street trees. The elements of the UFMP will include public outreach, an assessment of the urban forest, and a long-range plan that addresses maintenance recommendations, tree planting and canopy goals, future urban forestry projects, and a fully developed removal and replacement plan for the First Railroad Addition Historic District.

Task	Deliverable	Completion Date	Estimated Cost
2.1. Consultant will create, advertise, distribute, and analyze a survey to	.pdf copy of survey, a link to website where survey was posted, direct mail materials,	September 30, 2025	$7,000

inquire about community goals and needs (the estimated reach of the survey is 100 households).	list of community events, and the estimated number of respondents for each form of outreach.		
2.2. Consultant writes and submits Urban Forest Management Plan. The UFMP will include a Removal & Replacement Plan for the trees in the Historic District.	.pdf copy of the plan.	September 30, 2025	$70,000
		Activity 2 Total	$77,000

Activity 3: Tree Ordinance Replacement
Write a new Tree Ordinance, guided by a stakeholder group of local tree contractors, community members, community forestry partners, and city staff.

Task	Deliverable	Completion Date	Estimated Cost
3.1. Consultant facilitates a stakeholder group (at least 4 meetings).	Provide a list of stakeholders and a .pdf copy of meeting notes, dates, and attendance.	July 31, 2026	$8,000
3.2. Consultant writes and submits Tree Ordinance	Provide a .pdf copy of the Tree Ordinance.	July 31, 2026	$40,000
3.3. Consultant attends and presents at at least 3 City Council Meetings – Study Sessions and 1st & 2nd Ordinance Readings	Provide copies of City Council agenda items and all presentation materials.	July 31, 2026	$6,000
		Activity 3 Total	$54,000

Activity 4: Street Tree Development Standards
Create a new street tree standards and details section, for the Public Works Development Standards, that supports the Urban Forest Management Plan and expands on the updated Tree Ordinance. The Street Tree Standards Section will be adopted by city code. They will outline expectations and requirements for any tree work taking place in the right-of-way, while the Details Sections will provide drawings that can be inserted into documents and civil plan sets. At a minimum they will address tree protection during construction, tree spacing, tree planting and staking, tree planting in the Central Business District, tree planting around utilities and tree pruning,

Task	Deliverable	Completion Date	Estimated Cost

4.1. Consultant creates street tree standards and details.	.pdf copy of standards and details.	December 31, 2026	$40,000
4.2. Consultant facilitates and attends the public hearing for Street Tree Standards.	Provide date, results, and attendance at the public hearing.	December 31, 2026	$4,000
4.3. Consultant presents Street Tree Standards to City Council.	City Council agenda item.	December 31, 2026	$2,000
		Activity 4 Total	$46,000

Activity 5: Public Outreach & Engagement Materials
Create new Outreach & Engagement (O&E) materials supporting the processes and procedures established in the Urban Forest Management Plan, Tree Ordinance Update, and Development Standards. The O&E brochures will include information on street tree planting, pruning, and removals. As well as, the Arbor Day Tree Giveaway Program and a fact sheet about Ellensburg's Urban Forest. In addition, Activity 5 will create a park field guide for Irene Rinehart Riverfront Park (IRRP) that will highlight the habitat and ecosystems within the park's riparian forest along the Yakima River, and provide information on tree identification. All outreach & engagement materials will be created in both English and Spanish.

Task	Deliverable	Completion Date	Estimated Cost
5.1. Consultant creates at least five outreach & engagement brochures on separate urban forestry topics. (English & Spanish versions).	.pdf copy of each outreach & engagement brochure.	June 1, 2027	$10,000
5.2. Printing – 5,000 copies (1,000 of each brochure).	Purchase receipt for printing showing actual costs.	June 1, 2027	$7,000
5.3. Consultant creates field guide for Irene Rinehart Riverfront Park.	.pdf copy of field guide.	June 1, 2027	$12,000
5.4. Consultant designs and provides six 12"x18" metal outdoor signs for IRRP with a QR code to the field guide, and funding partners logos. Signs to be installed by the City Parks Department.	At least one picture of each sign, or .pdf rendering.	June 1, 2027	$3,000

5.5.Printing – 500 copies of Park Field Guide. (English & Spanish versions).	Purchase receipt for printing showing actual costs.	June 1, 2027	$3,500
		Activity 5 Total	$35,500
		Activities 1-5 Total	**$272,500**

BUDGET

The budget cannot exceed **$272,500**. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	$0	$0	$0	$60,000	**$60,000**
Activity 2	$0	$0	$0	$77,000	**$77,000**
Activity 3	$0	$0	$0	$54,000	**$54,000**
Activity 4	$0	$0	$0	$46,000	**$46,000**
Activity 5	$0	$0	$10,500	$25,000	**$35,500**
Total	**$0**	**$0**	**$10,500**	**$262,000**	**$272,500**

Table 2. Cost by Line Item

Personnel and Benefits	
Task(s)	$0
Travel	
Task(s)	$0
Supplies	
Printing Outreach & Engagement Materials Printing and shipping costs of O&E brochures and field guild. Task(s): 5.2, 5.5	$10,500
Contractual	
Consultant Services A consultant will be hired to complete all activities within the project scope. Task(s): 1.1-1.2, 2.1-2.3, 3.1-3.3, 4.1-4.3, 5.1, 5.3, 5.4	$262,000
Total	**$272,500**

The project described herein is located on public property or is open to public access. No grant funds can used by SUBRECIPIENT to meet ordinary maintenance and operating expenses.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument and are in agreement with its content.

CITY OF ELLENSBURG	**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
Signature *Date*	*Signature* *Date*
Erin McGowan	
Name	*Name*
Project Manager	Project Manager
Title	*Title*
501 N Anderson Street Ellensburg, WA 98926	1111 Washington Street SE MS 47013 Olympia, WA 98504-7013
Address	*Address*
(509) 962-7237	
Telephone	*Telephone*

Agenda #5.H

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-27 Approving Nicole Klauss' Street Tree Removal at 309 S Sampson Street
Submitted by: Erin McGowan, Stormwater/Urban Forestry
Department: Public Works & Utilities

Suggested Motion/Action:
Adopt Resolution 2024-27, authorizing Nicole Klauss to remove the designated street tree at 309 S Sampson Street.

Background/Summary:
The property owner at 309 S Sampson Street is requesting approval to remove one Siberian Elm. The tree overhangs the street and has shed large branches during storm events. The property owner would like to replace the tree with a more appropriately sized tree from the city's approved street tree list.
Tree Condition: The tree is in good condition overall, but it has several dead branches in the crown, and some signs of wind damage.
City Infrastructure damage: None known.
Tree Maintenance Activity by the City: None known.
Species suitability to the location: Siberian Elm trees are not approved for planting in the right-of-way due their invasive nature and susceptibility to wind damage.
Private damage claims processed by the City: None known.

Previous Council Action:
None

Analysis:
Removal of the tree is appropriate. The tree species is prohibited for planting in the right-of-way.

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

Budget Adjustment: No

Attachments:
1. 309 S Sampson Street - Klauss Removal Request
2. 309 S Sampson Street - Klauss Removal Graphics
3. Resolution 2024-07 309 S Sampson Street - Klauss

October 3, 2024

Hello Erin,

I would like to request the removal of a tree from the City right of way in front of my home at 309 South Sampson Street, Ellensburg, WA for the following reasons:

- **Invasive Species:** The Siberian Elm (ulmus pumila) is considered an invasive species and is prone to storm and wind damage. It is listed as one of the prohibited varieties to plant in the City right of way.

- **Safety Concerns:** On heavy wind days, it is not uncommon for me to have to dispose of large branches that have broken off and fallen into the street. I have found broken branches that have fallen off as far down as the Tacoma/Sampson intersection. Smaller branches have fallen on my vehicles and my neighbors' vehicles. I do not want larger branches to fall on cars or pedestrians. The street is often full of parked cars due to the nearby elementary school. *I would request that the City Arborist evaluate whether the tree is considered hazardous.*

- **Pest Control:** The Siberian Elm is infested with a type of beetle that has become a nuisance on the property and in my home.

I would love to work with you to identify an appropriate replacement tree that could be planted in the right of way closer to the north side of my property, possibly utilizing your Arbor Day free tree program in the spring if that is an option.

Thank you for your consideration.

Nicole Klauss
309 S. Sampson St.
Ellensburg, WA 98926
480-458-7883
nicolecklauss@gmail.com

309 S SAMPSON STREET – KLAUSS STREET TREE REMOVAL GRAPHICS

RESOLUTION NO. 2024-27

A RESOLUTION of the Ellensburg City Council authorizing Nicole Klauss to remove one street tree located at 309 S Sampson Street.

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

WHEREAS, Nicole Klauss has requested permission to remove one street tree;

WHEREAS, the City Arborist has reviewed the condition of the tree and the proposed replanting of the tree, and recommends the City Council authorize removal of the tree;

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

Section 1. Nicole Klauss is authorized to remove one street tree located at 309 S Sampson Street. Approval is conditioned upon Nicole Klauss first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Nicole Klauss expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

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

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

ADOPTED by the City Council of the City of Ellensburg this October 21, 2024.

_____
MAYOR

ATTEST: _____
CITY CLERK

Sent: Wednesday, October 9, 2024 8:49 AM
To: Brad Case <caseb@ci.ellensburg.wa.us>
Subject: [Ext] Formal Resignation

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

Hi Brad

I wanted to write and submit my formal resignation from the Parks & Recreation Commission. I have truly enjoyed my time on the commission.

Thank you

Jackie Adams M.S.

She/Her/Hers

Recreation Operations Senior Coordinator

University Recreation

400 E. University Way, Ellensburg, WA 98926

Student Union & Recreation Center

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: 2024.10.15 13:13:47 -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 **21ST 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:

Claims Fund				**Total Amounts**	
Check #'s	**167578**	TO	**167785**	$	1,567,206.71
EFT #'s	**7068**	TO	**7096**	$	1,274,013.03
Treasure Cash				**Total Amounts**	
EFT #'S	**774**	TO	**803**	$	392,282.90
Check #'s	**34190**	TO	**34198**	$	2,769.20
Payroll Fund				**Total Amounts**	
Check #'s	**96301**	TO	**96311**	$	4,594.52
Direct Deposits	**81843**	TO	**82095**	$	539,803.27

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

Agenda #6.A

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Recommendation of Appointment to the Library Board and confirm the Appointment of Charles Johnson as ASCWU representative to PTAC (Public Comment Opportunity)

Submitted by:

Department: Library Board

Suggested Motion/Action:
Move to appoint Josh Aubol to the Library Board as recommended by the subcommittee and to confirm the reappointment of Charles Johnson as ASCWU representative to the Public Transit Advisory Committee.

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

Attachments:
1. 10-21-24 Aubol Appointment
2. Board and Commission Matrix 10-21-24
3. JA Application - Library Board
4. CJohnson PTAC CWU

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	4	6	6	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**	**3**	**1**	**1** (+ 1-CWU)	**1** (Tele)
APPLICANTS:														
Josh Aubol									1st					
Charles Johnson ASCWU													Re-appt	

TO: City Council

FROM: Ellensburg Public Library Board

DATE: October 21, 2024 – Council Meeting Date

RE: Recommendation of Appointment

The Ellensburg Public Library Board has one open vacancy that was vacated before the term officially ends on December 31, 2027. One candidate was interviewed on October 8, 2024. Interview panel consisted of Library Director Josephine Camarillo, Library Board Chair Mary James and Council Liaison Sarah Beauchamp.

The Board recommends appointing Josh Aubol to fill the open vacancy on the Library Board that expires December 31, 2027.

From: noreply@civicplus.com
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Sunday, September 22, 2024 8:39:51 PM

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

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions	Library Board
Have you attended a meeting for the board or commission you are applying to?	No
Name of Applicant:	Josh Aubol
Address	
Mailing Address (If Different)	*Field not completed.*
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residency in Kittitas County	33 years
Do you live within the city limits?	Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain

residency within the Kittitas County limits. “Residency,” as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member’s term, but shall not include any period for which a member is absent due to military service.

Occupation Status and Background:	I currently serve as a Lecturer in the English Department at Central Washington University. I also have previous additional experience in education and working in the non-profit sector.
Organization Affiliations:	Central Washington University (Lecturer), Central Washington Disability Resources (Board Member), Ellensburg High School (Coach)
Why are you seeking appointment?	Public libraries are one of the most important community resources for many types of important services, and our public library is an exceptional one. I would be honored to be able to help support one of our most community resources in whatever way I am able.
Will you be able to attend meetings regularly if appointed?	Yes

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

Boards & Commissions	*Field not completed.*
Boards & Commissions	*Field not completed.*

Email not displaying correctly? View it in your browser.

From:	Betsy Dunbar
To:	Cynthia LaChappelle
Subject:	PTAC
Date:	Monday, October 7, 2024 11:58:39 AM
Attachments:	Outlook-wku0vlgs.png

Cyndi,

Charles Johnson was reappointed by CWU to be our PTAC ASCWU representative.

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.

Agenda #9.A

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Resolution 2024-28 to Adopt Records Management Policy (Public Comment Opportunity)
Submitted by:	Jim Goeben, IT Director
Department:	Information Technology

Suggested Motion/Action:
Move to adopt Resolution 2024-28, establishing a records management policy.

Background/Summary:
A records management workgroup consisting of records subject-matter experts from Community Development, Finance, HR, IT, Police, and Public Works, as well as the City Clerk and the Public Records Officer, drafted the City of Ellensburg Records Management Policy to align with current state laws and City needs. The workgroup participated in a Lean process improvement engagement project July 15-18, 2024, facilitated by the Washington State Auditor's Center for Government Innovation's Lean specialist, to refine the draft policy. The City Manager and department heads have reviewed the draft policy and recommended the City of Ellensburg City Council adopt the Records Management Policy.

Previous Council Action:
None

Analysis:
City of Ellensburg officials and employees are responsible for capturing records that document the work of the City and retaining them in accordance with retention schedules approved by the Washington State Archives' Local Records Committee.

To ensure proper preservation and disposition of records, employees need to understand their roles and responsibilities.

The City currently does not have a records management policy.

Financial Impact:
A records management policy should result in a reduced quantity of records being stored saving storage space and time searching for public records, better preservation of records until they are eligible for destruction saving potential liability for over and under retention of records, and improved records organization effecting quicker access.

Budget Adjustment: No

Attachments:

1. Resolution 2024-28 Records Management Policy

RESOLUTION NO. 2024-28

A RESOLUTION of the City Council of the City of Ellensburg adopting a records management policy.

WHEREAS, City of Ellensburg officials and employees are responsible for capturing records that document the work of the city and retaining them in accordance with retention schedules approved by the Washington State Archives' Local Records Committee; and

WHEREAS, a records management workgroup consisting of records subject matter experts from Community Development, Finance, HR, IT, Police, and Public Works, as well as the City Clerk and the Public Records Officer, drafted the City of Ellensburg Records Management Policy to align with current state laws and city needs; and

WHEREAS, the records management workgroup participated in a Lean process improvement engagement July 15-18, 2024, facilitated by the Washington State Auditor's Center for Government Innovation's Lean specialist, to refine the draft policy; and

WHEREAS, the City Manager and department heads have reviewed the draft policy and recommended the City of Ellensburg City Council adopt the Records Management Policy.

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

Section 1. The City Council hereby adopts the Records Management Policy attached hereto as Exhibit "A".

Section 2. The City Council hereby authorizes the City Manager, or their designee, to establish Records Management Procedures and training materials consistent with this resolution and policy, and to revise the policy as may be required.

Section 3. This resolution and policy shall take effect immediately.

ADOPTED by the City Council of the City of Ellensburg this 21st day of October 2024.

_____
Mayor

Attest: _____
City Clerk

EXHIBIT "A"

Records Management Policy

Managing public records is an essential function and legal responsibility of all city employees.

1. Purpose

The purpose of this policy is to educate employees how to identify, preserve, retain, and disposition city records in compliance with approved retention schedules.

2. Definitions

As used in this policy, the following terms are defined:

Archival (Appraisal Required)

Public records which may possess enduring legal and/or historic value and must be appraised by the Washington State Archives (WSA) on an individual basis. *

Archival (Permanent Retention)

Public records that possess enduring legal and/or historic value and must **not** be destroyed. Local government agencies must either transfer these records to Washington State Archives or retain and preserve these records according to archival best practices until such time as they are transferred to Washington State Archives. *

Conversion

The activity of converting the agency's public records from one form (source records) to another (converted records) through the processes of imaging (digitization or microfilm preservation) or data migration (digital or magnetic). *

Destruction

Causing documents to be made permanently unreadable. Destruction of records must be irreversible. This means that there is no reasonable risk of the information being recovered again (e.g., data remanence and reassembling of strip-shredded documents). Failure to ensure the total destruction of records may lead to the unauthorized release of sensitive information. The most convenient, effective method for paper records is crosscut shredding into very small pieces.

Disposition

The stage of records management where an action is taken to either destroy, permanently retain onsite, or transfer records as appropriate.

Electronic Information System

A system in which computerized records (electronic records) are collected, organized, and categorized to facilitate their preservation, retrieval, use, access, and disposition.

Electronic Records

Any information in a format that only a machine can process, including but not limited to video or audio tape, punch card, email, voicemail messages, text messages, and word processing files. The electronic record includes its metadata.

Essential Records

Public records that local government agencies must have in order to maintain or resume business continuity [during and] following a disaster. While the retention requirements for essential records may range from very short-term to archival, these records are necessary for an agency to resume its core functions following a disaster.* See RCW 40.10.010.

Local Records Committee (LRC)

The committee established by RCW 40.14.070 to review and approve disposition of local government records through records retention schedules. *

Metadata

Information describing the contents and context of data files; often referred to as "data about data". This includes but is not limited to date of creation, access information, database schema, author/sender, and electronic routing information.

Naming Conventions

A standard pattern for naming files or records, e.g., naming all files in the format of "yyyy-mm-dd-subject" or "case number, last name, first name".

Permanent Records

See Archival (Appraisal Required) and Archival (Permanent Retention) above.

Preservation

Systematically maintaining and keeping secure, a record in its entirety, including its metadata. This term covers materials not only filed, stored, or otherwise systematically maintained but also those temporarily removed from existing filing systems.

Primary Record Holder

The employee who creates the record or is first to receive the record created by a non-employee.

Public Records Officer (PRO)

The Public Records Officer is designated by City Council resolution whose responsibility is to serve as a point of contact for members of the public in requesting disclosure of public records and to oversee the city's compliance with the public records disclosure requirements of the Public Records Act, Chapter 42.56 RCW.

Record (Public)

RCW 40.14.010 – Definition and classification of public records. "... The term 'public records' shall include any paper, correspondence, completed form, bound record book, photograph, film/video, sound recording, map drawing, machine-readable material, compact disc meeting current industry ISO specifications, or other document, regardless of physical form or characteristics, and including such copies thereof, that have been made by or received by any agency of the State of Washington in connection with the transaction of public business..."

Records with Minimal Retention Value

Records created or received by the [city] which are typically of short-term, temporary informational use. * Records with minimal retention value are described in Section 6 of the Local Government Common Records Retention Schedule (CORE).

Records Administrator

An employee in each department, designated by the department director, who supervises disposition of the department's records by applying the retention requirements found in approved records retention schedules and ensures that RCW 40.14 and WAC 434-640, disposition of records takes place as soon as possible after records have met their minimum retention requirements.

Records Retention Schedule

A document approved by the LRC that specifies required retention periods for a record series and provides ongoing disposition authority for the record series after its approved retention period has been satisfied. In addition to the Local Government Common Records Retention Schedule (CORE), there are additional retention schedules specific to certain departments.

Records Series

A group of records performing a specific function, which is used as a unit, filed as a unit, and may be transferred or destroyed as a unit. A records series may consist of a single type or a number of different types of documents that are filed together to document a specific function. *

Retention Period

The minimum length of time a record is required to be kept based on its content and function. A record's retention period is determined by the state Local Records Committee and is listed in a records retention schedule.

Secondary Records

Copies of records (created or received), provided the agency retains its primary copy of the record in accordance with the current approved minimum retention period. *

* Local Government Common Records Retention Schedule (CORE), Version 5.0 (October 2024), Glossary, pp 190-192.

3. Policy

City of Ellensburg employees are responsible for retaining records that document the work of the city, and disposing of them when allowed, in accordance with retention schedules approved by the Washington State Archives' Local Records Committee.

Department Directors shall designate a department Records Administrator responsible for coordinating records management within their department, including but not limited to:

1. Knowing, understanding, and enforcing city records management policies and procedures
2. Ensuring department staff understand and comply with the records management policies and procedures
3. Assisting staff with identifying public records, interpreting records retention schedules, converting records, scanning and tossing non-archival records, obtaining appraisals, and transferring archival records to the WA State Archives
4. Approving records destruction requests
5. Periodically attending records management and public records trainings, but no less than once every four years

3.1 Identifying Public Records

Public records are defined by three key criteria in RCW 40.14.010:

1. Made by or received by any agency in the State of Washington (the city)
2. In connection with the transaction of public business
3. Regardless of physical form or characteristics

A record provides evidence of an agency's decisions and actions, and therefore has a retention value.

3.2 Preserving Public Records

City employees shall retain all public records that document the work of the city. These records, regardless of format or media, shall be retained in their native format (unless approved for digitization and destructions (scan and toss)) for the minimum period required by retention schedules approved under RCW 40.14 and WAC 434-635.

Employees shall adhere to the city's records management policies and procedures. Each department shall, at a minimum:

1. Maintain records in their entirety
2. Identify temporary, permanent, essential, and archival records
3. Organize records to ensure searchability/accessibility and security
4. Physically or electronically segregate essential records
5. Periodically audit procedures and adherence to them

3.2.1 Electronic Records

Unless otherwise defined by the city, records retention requirements apply to all electronic information systems:

1. Original format: all electronic records must be kept in the record's original format. This demonstrates the authenticity of the record, maintains the context of the record, and preserves both the record and its metadata.
2. Conversion: conversion of a primary record from one data format to another is allowable only if all original metadata is preserved. Examples of when it is appropriate to convert data formats include new versions of software from the same vendor or moving from software of one vendor to that of another. Converting to a different format does not change retention requirements.
3. City systems: The IT Department is responsible for maintaining the city network and its storage systems. The primary record holder is responsible for maintaining and retaining their records within the city system. Electronic backups of city systems are short term and for disaster recovery only, and as such shall not be relied upon for records management and retention.

3.2.2 Organizing Records

The goal of the city's records management policy and procedures is to help employees preserve and dispose of records as required by state law. We must keep records safe and accessible until disposition is allowed by the record retention schedules produced by the WA Secretary of State. To efficiently identify records that have met their retention requirements, they must be organized by record series.

Departments shall adhere to the city's records management policy for organizing records, or they may create and document a record filing structure policy which must be approved by the City Manager.

Minimum requirements for a proper filing structure:

1. Label files and folders in a way that the contents and retention/disposition requirements are easily discerned
2. Use the filing structure department wide, allowing for differences within operating units of the department
3. Separate or clearly designate records of minimal retention value from other records
4. Separate or clearly designate essential records from other records
5. Do not store records that have differing retention periods in catch-all folders (such as email inbox and sent items)
6. To the extent possible, use the same filing structure for hardcopy and electronic records (including email)

3.3 Disposition of Public Records

Records at the end of their retention period will be reviewed for their disposition. Secondary copies and other records with minimal retention value, as defined in the Local Government Common Records Retention Schedule, will be destroyed when they are no longer needed for city business. Records may be

retained longer than the required minimum period only if the need is documented by the department's Records Administrator.

All records not on legal hold or subject to a public records request must be destroyed when they have passed their retention period and any documented extensions. Destruction of records with a retention of greater than one (1) year shall be documented on the City of Ellensburg Public Records Destruction Log.

At a minimum, each department shall ensure that:

1. Procedures are established and followed for disposition of all records.
2. After the retention requirements have been met for records that are listed as archival or potentially archival according to the Secretary of State Retention Schedule, the department shall contact the regional archives for appraisal and possible transfer.
3. All records scheduled for destruction are disposed of in a manner that ensures irreversible destruction of any sensitive, private, proprietary, or security information. See the city's records management procedures.

3.3.1 Public Records Requests and Legal Holds

The city is prohibited from destroying a public record, even if it is past its records retention requirement or about to be lawfully destroyed under a retention schedule, if a public records request has been made for that record. Additional retention requirements might apply if the records may be relevant to actual or anticipated litigation. The city is required to retain the record until the record request and litigation has been resolved (additional retention may be required beyond resolution based on a new retention period). Any question regarding public records requests and legal holds should be directed to the Public Records Officer and the City Attorney's Office.

3.3.2 Digitizing and Destroying (Scanning and Tossing)

For early destruction after digitization (scanning), see the city's Paper-to-Digital Conversion Policy and current Local Government Common Records Retention (CORE) schedule, section 5.5 Records Conversion.

3.4 Transfer of Public Records

Records considered archival (permanent retention) must be retained and preserved according to archival best practices until such time as they are transferred to the Washington State Archives. RCW 40.14.030, WAC 434-615-030

Transfer of records that require appraisal or permanent retention must be coordinated with the State Archivist.

3.5 Training

Department Directors are responsible for ensuring their employees are trained on the Records Management Policy and procedures. Training will be provided either by the City of Ellensburg or a city approved online or other course.

3.6 Enforcement

Violation of the city's Records Management Policy may result in progressive discipline (including possible termination) and/or criminal investigation in accordance with city policies and applicable laws.

4. Resources

For additional information and resources, see the City of Ellensburg's CityNet website and the Secretary of State webpage Managing City Records.

_____

Adopted by Ellensburg City County, Resolution 2024-28, November 4, 2024

Agenda #9.B

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Second Reading and Adoption of Ordinance 4946 Amending the Ellensburg Comprehensive Plan (Public Comment Opportunity)
Submitted by:	Jeremy Johnston, Planning Manager
Department:	Community Development

Suggested Motion/Action:
Approve the 2024 Annual Comprehensive Plan Docket Amendments through the second reading of Ordinance 4946.

Background/Summary:
At their July 15, 2024 meeting, City Council approved a motion to docket five Comprehensive Plan amendments in the 2024 annual docket cycle. All docketed amendment proposals must be considered concurrently so the cumulative effects of the various proposals can be evaluated. The City issued a State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) and the required 60-day notice to Commerce on August 8, 2024. The Planning Commission held a Public Hearing on September 12, 2024, and provided a recommendation for each item to City Council. The amendments have been processed in accordance with ECC 15.250.090, including all public notice and other procedural requirements.

Previous Council Action:
On October 7, 2024 the City Council heard the proposed amendments in a closed-record hearing. City Council voted to approve all the amendments with three updates to the Electric, Information Technology, and Stormwater sections of the Capital Improvement Plans and with direction to include the future land use proposal of item 24-04 to be represented in the Future Land Use Designation Map update (Item 24-05). The attached Ordinance contains these updates.

Analysis:
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.

Docket Proposal 24-02.
This docketing request 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.

Docket Proposal 24-03.
This docketing request 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.

Docket Proposal 24-04.

This docketing request 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.

Docket Proposal 24-05.
This docketing request 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 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.

Financial Impact:
The costs of administering the annual Comprehensive Plan amendment process are included in the 2024 Community Development Budget.

Budget Adjustment: No

Attachments:
None

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 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, the City Council held a duly noticed public hearing on October 21, 2024 and conducted the second reading of Ordinance 4946, approving Docket Items 24-01, 24-02, 24-03, 24-04, and 24-05;

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 21st day of October 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)						$ 200,000
Capitol Projects						
Berry to Bull Rd Tie		$ 400,000	$ -			
Canyon Rd I90 Crossing Reconductor (D2-1)		$ 500,000	$ -			
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)	$ 750,000	$ -				
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	$ -	$ -				
Gateway II	$ 750,000	$ -				
AMI Conversion	$ 1,490,000	$ 1,000,000				
SR97 / Highway 10 Loop	$ 300,000					
Wildcat Street Feeder System				$ -		
Helena Inprovements Water to Cora			$ 2,000,000			
Mt. View & Bull Signal		$ 30,000		$ -		
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			$ -		
Winco Foods	$ 500,000					
Rotary Park Solar Expansion and EV Install	$ 650,000					
Radio Road Conversion					$ 180,000	
Substation Improvements						
Sub Land Purchase	$ 700,000					
Substation Improvement	$ 3,250,000	$ 5,000,000				
	$ 8,520,317	$ 6,980,000	$ 2,455,000	$ 450,000	$ 630,000	$ 250,000
Grand total						$19,285,317.00

Table 24. Information Technology Capital Improvement Plan

Project	2025	2026	2027	2028	2029	2030
Enterprise Asset Management (EAM) Software	$ 50,000	$ 50,000	$ 50,000	$ 150,000		
Enterprise Resource Planning (ERP) Software	$ 750,000	$ 750,000	$ 750,000			
Esri Enterprise Agreement	$ 30,800	$ 30,800	$ 30,800	$ 45,000	$ 45,000	$ 45,000
Microsoft Enterprise Agreement	$ 136,000	$ 136,600	$ 150,000	$ 150,000	$ 150,000	$ 180,000
Privileged Access Management (PAM) Software	$ 26,400					
Records Management Software	$ 50,000					
Virtual Machine (VM) Host Server		$ 50,000				
Total	**$1,043,200**	**$1,017,400**	**$ 980,800**	**$ 345,000**	**$ 195,000**	**$ 225,000**
GRAND TOTAL	**$3,806,400**					

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	$8,000	$8,000					
Annual Stormwater Project (Varies)	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$750,000
Phase II Levee Reecer Dolarway	$870,000						
Vantage Highway Gateway II Project	$1,025,000	$4,900,000					
	$1,978,000	$4,983,000	$75,000	$75,000	$75,000	$75,000	$750,000
Grand Total	$7,261,000						

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

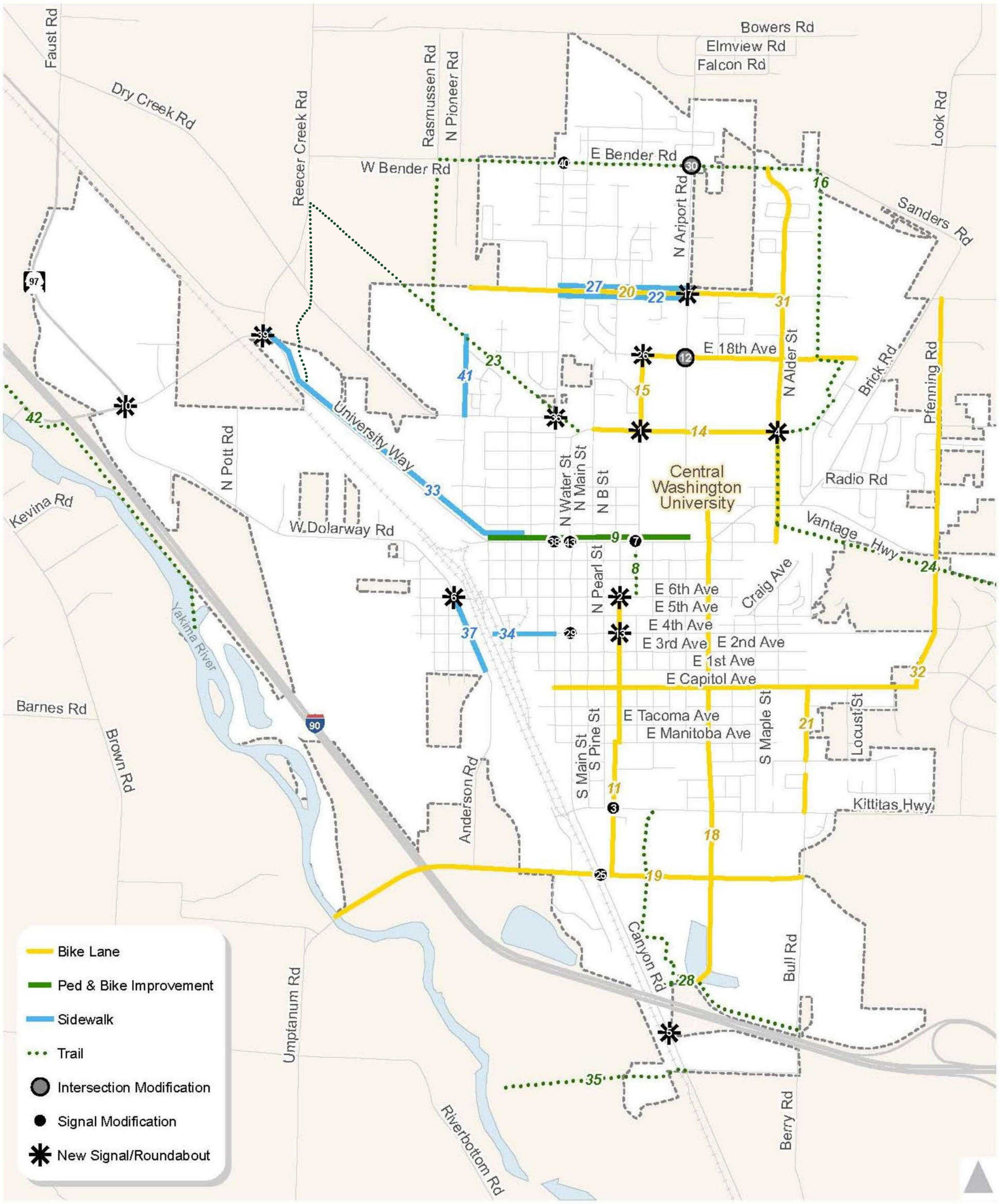
Project	2025	2026	2027	2028	2029	2030	2031-2041
Digester and GBT Building Electrical Upgrades	$ 848,000						
Recirculation Pump Station		$ 275,000					
Boiler Building		$ 40,000					
Aeration	$ 200,000	$ 30,000,000					
New Clarifier		$ 10,000,000					
Rebuild Clarifiers			$ 1,700,000				
Methane Recapture 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

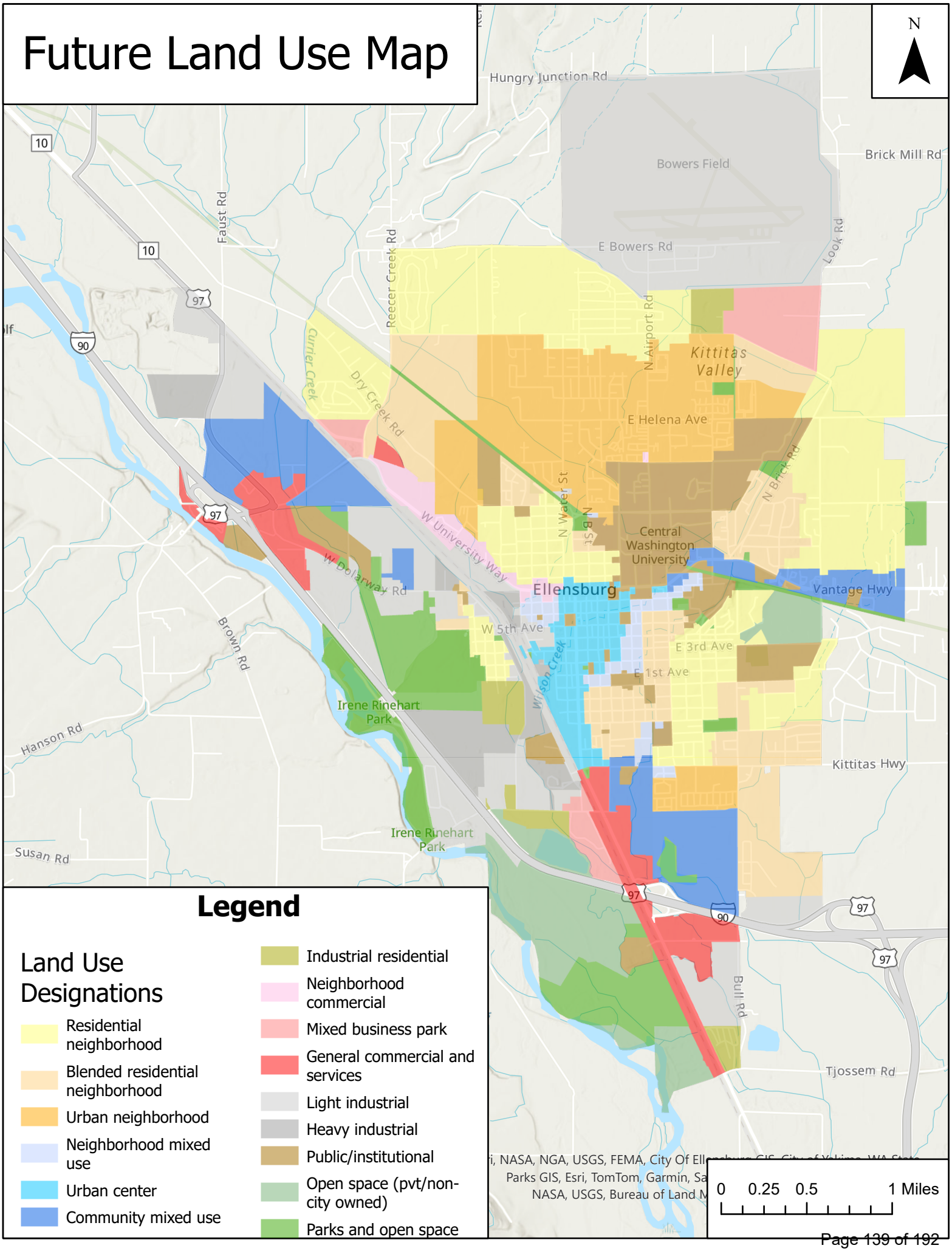
Project	2025	2026	2027	2028	2029	2030	2031-2041
Aquifer Storage and Recovery Program	$ 300,000						$ 5,000,000
Craig's Hill Pressure Zone	$ 1,210,000						
Reservoir Siting Study	$ 50,000						
Craig's Hill Reservoir Seismic Study and Retrofit	$ 50,000	$ 180,000					
Pfenning Loop					$ 274,000		
Airport 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



Agenda #9.C

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Second Reading and Adoption of Ordinance 4945 Approving Rezone of Parcel #572733 (Public Comment Opportunity)
Submitted by: Stacey Henderson, Sr. Planner
Department: Community Development

Suggested Motion/Action:
Conduct second reading of Ordinance 4945 approving rezone of parcel #572733 from Residential Suburban (R-S) to Residential High (R-H).

Background/Summary:
City Council held a closed record hearing on October 7, 2024 to consider Hearing Examiner Andy Kottkamp's August 14, 2024 Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval pertaining to the site-specific rezone request submitted by Matt Stalder, agent for owners Dan Shissler and Martha Kurtz. The rezone request was approved at the conclusion of the Closed Record hearing and was immediately followed by first reading of Ordinance 4894.

The subject parcel is approximately 2.7 acres, and is located on the west side of Airport Road north of the intersection with Helena Avenue. The property is located at 2319 N Airport Road, with parcel ID Number 572733. After taking evidence at the open record hearing on August 14, 2024, and considering the record, the Hearing Examiner recommended that City Council approve the rezone from Residential-Suburban (R-S) to Residential High (R-H), with conditions. The request is consistent with the City's Comprehensive Plan future land use designation of Urban Neighborhood. At the conclusion of the closed record hearing on October 7, 2024, City Council approved a motion to adopt the Hearing Examiner's Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval.

A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 2, 2024 for this site-specific rezone.

Previous Council Action:
On October 7, 2024, City Council voted to approve the rezone of parcel #572733 and performed the first reading of Ordinance 4945.

Analysis:
City Council has adopted the Hearing Examiner's Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval, therefore the ordinance reflects the applicable conclusions and findings to adopt the zone change as discussed and approved by City Council on October 7, 2024. The ordinance also directs staff to make appropriate changes to the City's zoning map and to the Geographic Information System (GIS) data.

Financial Impact:
None

Budget Adjustment: No

Attachments:
1. Ordinance 4945

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;

WHEREAS, the Ellensburg City Council conducted the second reading of Ordinance 4946, on October 21, 2024, approving rezone of parcel #572733 from Residential Suburban to Residential High.

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

Agenda #11.A

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Water/Sewer Connection Charge Fee Waiver for Affordable Housing (Public Comment Opportunity)
Submitted by:	Lily Frey, Housing and Grants Manager
Department:	Community Development

Suggested Motion/Action:
Authorize the Mayor to sign a letter of intent for the City to adopt an ordinance authorizing water and sewer connection fee waivers for new affordable housing projects.

Background/Summary:
As allowed in RCW 35.92.385, waiving utility connection fees is one tool for reducing the cost of affordable housing development, a Council strategic priority. The City currently offers an exemption for traffic impact fees for low-income housing and early learning centers provided these projects continue to be used for the intended purpose (for housing, this includes a lien and covenant restricting the new housing development to affordable rents at 80% AMI). Per RCW, the City could extend this model to water and sewer connection fees to incentivize additional affordable housing developments and help these projects fill funding gaps and to be more competitive for state funding.

The Washington Department of Commerce's Connecting Housing to Infrastructure Program (CHIP) offers funding for affordable housing developments for utility infrastructure improvements and utility connections (water, sewer and stormwater). This grant functions as a pass-through grant from the City to developers' projects. The City of Ellensburg and Habitat for Humanity – Seattle King and Kittitas Counties have received $1,395,000 in CHIP funding for the Stuart Meadows project. The City plans to jointly apply for two other CHIP grants this year with the International Order of Odd Fellows (IOOF) affordable housing project adjacent to the Brick Road cemetery and HopeSource's Pathways Place project on S Ruby Street. Under the CHIP program, water and sewer connection fees that are waived by the jurisdiction are eligible for reimbursement.

Previous Council Action:
In 2019, Council adopted Ordinance 4845 providing exemptions for traffic impact fees for low-income housing.

Analysis:
Per RCW 35.92.385, a future ordinance could offer a partial or total connection fee waiver, with Council approval, similar to our traffic impact fee waiver, while maintaining utility fees necessary for system maintenance.

The proposed letter of intent would accompany CHIP grant applications to demonstrate City

support for a fee waiver program.

If either affordable housing project application receives a CHIP award in the 2024 cycle, the City would need to have adopted the waiver ordinance for contract signature with Commerce for the award. If recommended tonight, staff would plan to provide an ordinance for Council review by the end of the year.

Financial Impact:
None at this time.

For affordable housing projects that receive CHIP funding, waived fees could be reimbursed by the grant. For affordable housing developments that do not receive funding through this grant, and are affordable at up to 60% AMI, the fee could be reimbursed from the City's sales and use tax for housing and related services fund upon recommendation by the Affordable Housing Commission and approval by City Council. The only eligible projects (under RCW 36.70A.030 defining affordable housing for connection charge waivers) that would not fall into these two categories would be homeownership (non-rental) projects between 60% AMI and 80% AMI that did not receive CHIP funding. In these cases, Council could approve a partial fee waiver, limiting the total amount available depending on the utilities' budgets, or use another source of replacement funding if available. If there is a significant increase in amount of fee waiver requests, the cost could be built into utility fees using a future rate study if necessary.

Budget Adjustment: No

Attachments:
1. Letter of Intent_CHIP 2024

CITY OF ELLENSBURG

501 North Anderson Street
Ellensburg, WA 98926
Ph: (509) 962-7221 Fax: (509) 962-7143

October 21, 2024

Washington State Department of Commerce
Connecting Housing to Infrastructure Program

To Whom it May Concern:

The City of Ellensburg plans to enact an ordinance providing for waiver of utility connection fees for water and sewer utilities for affordable housing consistent with RCW 35.92.385. We plan to begin review of a draft ordinance before the end of 2024. We recognize that if either of the City's applications for funding under the Connecting Housing to Infrastructure Program (CHIP) were selected for funding, contract signature including reimbursement for connection fees would be contingent on passage of a fee waiver ordinance.

The City of Ellensburg currently offers a Traffic Impact Fee Waiver program for low-income housing. The City has also enacted a voted 0.1 percent sales and use tax for housing and related services under RCW 82.13.530. Affordable housing is a City Council priority and a utility connection fee waiver program would assist us in supporting additional affordable housing development.

If you have any further questions, please feel free to contact me.

Sincerely,

Rich Elliott
Mayor, City of Ellensburg

Agenda #11.B

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject:	City Council Discussion and Position "For" or "Against" Initiative Measure No. 2117 Which Concerns Carbon Tax Credit Trading (Public Comment Opportunity)
Submitted by:	Heidi Behrends Cerniwey, City Manager
Department:	City Manager

Suggested Motion/Action:
The City Council has not previously discussed taking a position on Washington State Initiative Measure No. 2117 which is on the General Election ballot on November 5, 2024. Following discussion and public comment "For" and "Against" the measure, the City Council may take a position by vote on whether to support or oppose Initiative 2117, or take no position at all.

Background/Summary:
Members of the community requested the City Council take a collective position on Initiative Measure No. 2117, which concerns carbon tax credit trading and would repeal the Climate Commitment Act, Ch. 70A.65 RCW and also bar state agencies from implementing carbon tax credit trading programs. This measure would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions. This measure would decrease funding for investments in transportation, clean air, renewable energy, conservation, and emissions-reduction.

Previous Council Action:
The City Council has not previously discussed taking a position on Initiative Measure No. 2117 which is on the General Election ballot for November 5, 2024.

Analysis:
State law (RCW 42.17A.555) allows a legislative body to express support or opposition of a ballot measure if its meeting notice includes the title and number of the ballot proposition, and if those who have opposing views are afforded an approximately equal opportunity to express their opinions.

A summary of Initiative 2117, prepared by the Office of Program Research for the Washington State House of Representatives, is attached to this agenda report.

Climate Commitment Act Overview
The Climate Commitment Act (CCA), enacted in 2021, established a Cap-and-Invest Program administered by Ecology that provides for overall Greenhouse Gas (GHG) emissions from all covered entities to be reduced consistent with the state's 2030, 2040, and 2050 statewide emissions limits. The Cap-and-Invest Program established a market-based

program that auctions and distributes allowances to covered entities that can be used to satisfy their compliance obligation, which varies by covered entity based on the GHG emissions of the covered entity over a multiyear compliance period. The Cap-and-Invest Program began on January 1, 2023.

Per the Office of Program Research for the State House of Representatives, the Cap-and-Invest Program:

- defines those entities covered by the Cap-and-Invest Program (covered entities), those entities that may voluntarily opt into coverage under the Cap-and-Invest Program (opt-in entities), and other persons that participate in auctions or allowance markets by purchasing, holding, selling, or voluntarily retiring compliance instruments (general market participants);
- establishes annual allowance budgets that limit the aggregate emissions from covered entities;
- provides for the distribution of emissions allowances at no cost to certain covered entities and for the sale at periodic auctions of other emissions allowances;
- provides for offset credits as a method for meeting compliance obligations;
- defines the compliance obligations of covered entities and identifies types of emissions that are exempt from program compliance obligations;
- provides for the transfer of allowances and recognition of compliance instruments, including those issued by jurisdictions with which Washington may have linkage
- agreements in the future; and
- provides monitoring and oversight of the sale and transfer of allowances, including the establishment of allowance price containment mechanisms.

The following was taken from the City of Ellensburg's 2024 adopted Legislative Priorities (November 6, 2023):
Ellensburg is one of two municipal natural gas utilities in Washington State and one of 22 municipal electric utilities (Ellensburg is the only municipal natural gas & electric utility in Washington State). Ellensburg has a long-term commitment to energy conservation and reduced demand. Two comprehensive State mandates, the Climate Commitment Act (CCA) and Clean Energy Transformation Act (CETA), seek collectively to reduce emissions, decarbonize the building sector, invest in clean transportation, and build a clean energy future, with mitigated impacts to vulnerable populations. Both require significant electric and natural gas utility planning, implementation, and reporting. Ellensburg is not in a position to build new electrical generation facilities to meet local demand. Impacts of these policies to small municipal utilities are substantial and require significant specialized skills to implement and meet carbon reduction and equity goals. Policy recommendations included:

- Amend RCW 42.30.110 Open Public Meetings Act to authorize Executive Sessions for carbon allowance auction strategy and sales/purchases transparency.
- Request State Auditor’s Office evaluate and recommend financial controls for public auction participation.
- Allocate $2 million annually in Ecology operating budget for small municipal utility decarbonization planning and implementation.
- Develop low-income definition equitable for all.

- Provide State programs for fuel switching to low and carbon-free energy equipment and guarantee CCA proportionate revenues return to municipal utilities.
- State leadership is essential in energy resource supply adequacy for a clean energy economy.

During the 2024 State Legislative Session, the Legislature passed SSB 6047, allowing executive sessions under the open public meetings act in order to comply with the climate commitment act, which was signed by the Governor on March 26, 2024. The City was also awarded $750,000 grant from CCA revenues to decarbonize, effective 1/1/2025.

This year, the City was also awarded $4,160,788 from the Home Electrification and Appliance Rebates (HEAR) Program to assist residents and small businesses to upgrade to energy-efficient electrical appliances. This program was supported by funding from the Washington Climate Commitment Act (CCA).

Financial Impact:
The City is one of two municipal natural gas utilities in Washington State. The attached Fiscal Impact Statement for Initiative 2117 is attached to this agenda report and references Ellensburg's lost revenue if Initiative 2117 is approved by the majority of voters during the General Election on November 5, 2024.

City utilities are required to purchase and sell carbon allowances to meet compliance obligations, which have required rate increases in the form of a CCA Compliance Adjustment directly impacting customers.

Budget Adjustment: No

Attachments:
1. Initiative 2117 Summary
2. Initiative 2117-Fiscal Impact Statement-OFM-10-3-24

Summary of Initiative 2117

Prepared for members of the Washington House of Representatives by the House Office of Program Research.

This information has been prepared in response to various requests for a summary of Initiative 2117. It is provided for analytical and legislative policy purposes only. It is not provided as an expression of support for or opposition to any ballot measure. These materials are intended to provide general information and are not intended to be an exhaustive analysis of all issues presented by the measure.

BRIEF SUMMARY

- Prohibits state agencies from implementing any type of carbon tax credit trading, including the Climate Commitment Act (CCA).
- Repeals the Cap-and-Invest Program created by the CCA.

BACKGROUND

Initiative 2117

Initiative 2117 was filed in 2023 as an initiative to the Legislature. Once certified, an initiative to the Legislature is submitted to the Legislature at its next regular session, at which time the Legislature must take one of three actions:

- adopt the initiative as proposed, in which case it becomes law without a vote of the people;
- reject or take no action on the proposed initiative, in which case the initiative must be placed on the ballot at the next state general election; or
- approve an alternative to the proposed initiative, in which case both the original proposal and the Legislature's alternative must be placed on the ballot at the next state general election.

The Legislature did not act on Initiative 2117 during its 2024 Regular Session. This initiative is, therefore, being submitted to the people for approval or rejection at the November 2024 general election.

The ballot title and ballot measure summary are as follows:

Ballot Title
Statement of Subject: Initiative Measure No. 2117 concerns carbon tax credit trading.

Concise Description: This measure would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions.

Should this measure be enacted into law? Yes [ ] No [ ]

Ballot Measure Summary
This measure would prohibit state agencies from imposing any type of carbon tax credit trading, including "cap and trade" or "cap and tax" programs, regardless of whether the resulting increased costs are imposed on fuel recipients or fuel suppliers. It would repeal sections of the 2021 Washington Climate Commitment Act as amended, including repealing the creation and modification of a "cap and invest" program to reduce greenhouse gas emissions by specific entities.

State Greenhouse Gas Emission Limits, Reporting, and Clean Air Act Regulation

The United States Environmental Protection Agency (EPA) and the Department of Ecology (Ecology) identify certain gases as greenhouse gases (GHGs) because of their capacity to trap heat in the earth's atmosphere.

State law establishes the following limits for the statewide emissions of GHGs in Washington:

- by 2020, reduce overall emissions of GHGs in the state to 1990 levels, or 90.5 million metric tons of carbon dioxide equivalents (MMT CO2e);
- by 2030, reduce overall emissions of GHGs in the state to 45 percent below 1990 levels, or 50 MMT CO2e;
- by 2040, reduce overall emissions of GHGs in the state to 70 percent below 1990 levels, or 27 MMT CO2e; and
- by 2050, reduce overall emissions of GHGs in the state to 95 percent below 1990 levels, or 5 MMT CO2e, and achieve net-zero GHG emissions.

Ecology is responsible for monitoring and tracking the state's progress in achieving these emissions limits.

In addition to federal reporting requirements, GHG emissions reporting is regulated by Ecology under the state Clean Air Act.

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Under the authority of the state Clean Air Act, in 2016 Ecology adopted a rule, known as the Clean Air Rule, to limit GHG emissions from certain stationary emission sources and from fuel supplied by petroleum product producers and importers and natural gas distributors. In 2020 the Washington Supreme Court invalidated a portion of the Clean Air Rule. The Clean Air Rule was repealed in its entirety in 2023, pursuant to legislative direction in the Climate Commitment Act (CCA).

Climate Commitment Act Overview

The CCA, enacted in 2021, established a Cap-and-Invest Program administered by Ecology that provides for overall GHG emissions from all covered entities to be reduced consistent with the state's 2030, 2040, and 2050 statewide emissions limits. The Cap-and-Invest Program establishes a market-based program that auctions and distributes allowances to covered entities that can be used to satisfy their compliance obligation, which varies by covered entity based on the GHG emissions of the covered entity over a multiyear compliance period. The Cap-and-Invest Program began on January 1, 2023.

The Cap-and-Invest Program:

- defines those entities covered by the Cap-and-Invest Program (covered entities), those entities that may voluntarily opt into coverage under the Cap-and-Invest Program (opt-in entities), and other persons that participate in auctions or allowance markets by purchasing, holding, selling, or voluntarily retiring compliance instruments (general market participants);
- establishes annual allowance budgets that limit the aggregate emissions from covered entities;
- provides for the distribution of emissions allowances at no cost to certain covered entities and for the sale at periodic auctions of other emissions allowances;
- provides for offset credits as a method for meeting compliance obligations;
- defines the compliance obligations of covered entities and identifies types of emissions that are exempt from program compliance obligations;
- provides for the transfer of allowances and recognition of compliance instruments, including those issued by jurisdictions with which Washington may have linkage agreements in the future; and
- provides monitoring and oversight of the sale and transfer of allowances, including the establishment of allowance price containment mechanisms.

The CCA, including the portion of the CCA that creates the Cap-and-Invest Program, was amended in the 2022, 2023, and 2024 legislative sessions. Other state laws enacted after 2021 also reference the CCA.

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In 2024 Engrossed Second Substitute Senate Bill 6058 (E2SSB 6058) was enacted, which made numerous changes to the CCA, including to the compliance obligations of electricity importers, to the coverage of biofuels, and to numerous logistical details of the Cap-and-Invest Program. The changes made to the CCA and state Clean Air Act GHG reporting laws in E2SSB 6058 were declared by the Legislature not to constitute an alternative to Initiative 2117. If a court of competent jurisdiction enters a final judgment that is no longer subject to appeal directing the Secretary of State to place E2SSB 6058 on the ballot in the November 2024 general election as a conflicting measure to Initiative 2117, E2SSB 6058 is null and void and may not be placed on the ballot. Engrossed Second Substitute Senate Bill 6058's changes to the CCA will otherwise take effect on January 1, 2025.

Revenue Distributions from the Climate Commitment Act's Cap-and-Invest Program

The CCA created five dedicated accounts in the state treasury into which revenues from Cap-and-Invest Program auctions are or are intended to be deposited, including the Carbon Emissions Reduction Account, the Climate Investment Account, the Natural Climate Solutions Account, the Climate Commitment Account, and the Air Quality and Health Disparities Improvement Account.

Legislation enacted after 2021 created three additional dedicated accounts into which Cap-and-Invest Program revenues are or may be deposited, including the Price Ceiling Unit Emission Reduction Investment Account, the Climate Transit Programs Account, and the Climate Active Transportation Account.

Other Greenhouse Gas Policies Included in the Climate Commitment Act

In addition to establishing the Cap-and-Invest Program, the CCA included other policies related to GHG emissions, including provisions that:

- amended preexisting GHG emissions reporting requirements under the state Clean Air Act, including by directing Ecology's GHG emission reporting rules to support the implementation of the Cap-and-Invest Program and eliminating the requirement that GHG emission reporting to Ecology be consistent with federal GHG emission reporting protocols;
- preempt Ecology's Clean Air Rule and required Ecology to repeal the Clean Air Rule;
- prohibit state agencies from adopting or enforcing a GHG pricing or market-based emissions cap and reduce program for stationary sources, or enforcing GHG emission limitations from stationary sources;

- prohibit local governments from implementing a charge or tax based upon the quantity of GHG emissions; and
- address how certain types of lower-carbon facility siting decisions should be reviewed under the State Environmental Policy Act (SEPA) and with respect to the state's 2030, 2040, and 2050 GHG emission limits.

SUMMARY

State agencies are prohibited from implementing any type of carbon tax credit trading, which may also be known as "cap and trade" or "cap and tax," including the Climate Commitment Act (CCA). The prohibition on state agency implementation of the CCA and carbon tax credit trading applies regardless of whether resulting increased costs are imposed on fuel recipients or fuel suppliers.

Portions of the laws established by the CCA are repealed, including the following:

- the requirement that the Department of Ecology (Ecology) implement the CCA's Cap-and-Invest Program;
- six of the eight accounts that receive revenues from Cap-and-Invest Program allowance and price ceiling unit sales: the Carbon Emissions Reduction Account, the Climate Investment Account, the Climate Commitment Account, the Natural Climate Solutions Account, the Air Quality and Health Disparities Improvement Account, and the Price Ceiling Unit Emission Reduction Investment Account;
- the prohibition against state agencies adopting or enforcing greenhouse gas (GHG) pricing or emission reduction programs and standards applicable to stationary sources;
- the preemption of the Clean Air Rule and the requirement that Ecology repeal the Clean Air Rule;
- the prohibition on local governments implementing a charge or tax based exclusively upon a quantity of greenhouse gas emissions; and
- the provisions of the CCA that address the siting and placement of lower carbon-emitting facilities under the State Environmental Policy Act and with respect to the state's GHG emission limits for 2030, 2040, and 2050.

Certain provisions related to the CCA's Cap-and-Invest Program are not repealed or amended, including:

- the amendments made by the CCA to the state Clean Air Act's GHG emissions reporting requirements; and

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- two of the eight accounts that receive revenues from Cap-and-Invest Program allowance sales: the Climate Active Transportation Account and the Climate Transit Programs Account.

The provisions of the initiative are to be liberally construed to effectuate its policies, purposes, and intent.

Effective Date: The initiative takes effect 30 days after the election at which it is approved.

Staff Contacts: Jacob Lipson (786-7196).

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Fiscal Impact Statement for Initiative 2117

Summary

If approved by voters, Initiative 2117 will reduce state revenue from carbon allowance auctions by $3.8 billion and reduce state expenditures by $1.7[1] billion between the effective date of the initiative and June 30, 2029. This would reduce or eliminate funding for numerous programs and projects, including for: transportation emissions reduction; transit, pedestrian safety; ferry and other transportation electrification; air quality improvement; renewable and clean energy; grid modernization and building decarbonization; increasing the climate resilience of the state's waters, forests and other ecosystems; fire prevention and forest health; and restoring and improving salmon habitat. Local government fiscal impacts are indeterminate.

General assumptions

- The effective date of the initiative is December 5, 2024.
- The carbon allowance auction scheduled to take place on December 4, 2024, will not occur, as the auction certification and financial settlement process would extend past the day the initiative takes effect.
- The provisions of the initiative apply prospectively, not retroactively.
- The estimates use the state's fiscal year (SFY) of July 1 through June 30. State fiscal year 2025 is July 1, 2024, through June 30, 2025.

State revenue impact

Summary

Initiative 2117 would repeal the law that requires the Department of Ecology (ECY) to hold carbon allowance auctions, called the Climate Commitment Act; therefore, the state would no longer collect revenue from those auctions. The Climate Commitment Act also established a secondary market for private parties to trade allowances and offset credits; therefore, the state would no longer collect revenue from the business and occupation (B&O) tax assessed on certain secondary market transactions.

The Climate Commitment Act carbon allowance auctions began in February 2023 and have generated $2.15 billion in revenue between then and the auction of June 5, 2024. Under the initiative, the last auction would take place on September 4, 2024. The three remaining auctions scheduled in state fiscal year 2025 would be canceled. For state fiscal years 2025 through 2029, the projected reduction in

[1] An error was identified in the state expenditure reduction total shown in the summary after the publication deadline in the Voters' Pamphlet. The correct state expenditure reduction between the effective date of the initiative and June 30, 2029 is $2.6 billion. The $1.7 billion figure refers to the reduction in spending authority between the effective date of the initiative through June 30, 2025.

revenue is $3.9 billion from the canceled auctions ($3.8 billion) and a loss of B&O tax collection ($40 million). Auction revenue projections are calculated using ECY's June revenue forecast.

Projected revenue impact to Washington State

Account	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
Carbon Emissions Reduction Account	($672,271,000)	($71,823,000)	($71,823,000)	($71,823,000)	($71,823,000)
Climate Transit Programs Account	$0	($201,106,000)	($201,106,000)	($201,106,000)	($201,106,000)
Climate Active Transportation Account	$0	($86,188,000)	($86,188,000)	($86,188,000)	($86,188,000)
Climate Investment Account, portions of which are distributed to the Climate Commitment Account and Natural Climate Solutions Account	($79,285,000)	($472,765,000)	($422,789,000)	($402,426,000)	($301,837,000)
Air Quality and Health Disparities Improvement Account	($2,500,000)	($10,000,000)	($10,000,000)	($10,000,000)	($10,000,000)
General Fund-State	($3,400,000)	($7,100,000)	($7,400,000)	($7,800,000)	($8,100,000)
Workforce Education Investment Account	($600,000)	($1,200,000)	($1,200,000)	($1,300,000)	($1,400,000)
Total	**($758,056,000)**	**($850,182,000)**	**($800,566,000)**	**($780,643,000)**	**($680,514,000)**[2]

Revenue impact and fund balance transfers in state fiscal year 2025

The projected revenue loss would be $758.1 million in state fiscal year 2025. Three of the four annual carbon allowance auctions would not take place and allowance sales generating B&O taxes would end.

The initiative eliminates five accounts created under the Climate Commitment Act. If the initiative is approved, the remaining funds in those five accounts will be transferred to two new accounts: (1) Transportation Carbon Emissions Reduction Account and (2) Consolidated Climate Account (ESHB 2134, Section 614, Chapter 310, Laws of 2024 and ESSB 5950, Section 907, Chapter 376, Laws of 2024).

The Climate Commitment Act and the state operating and transportation budgets direct the distribution of carbon allowance auction revenues and make various transfers between the five Climate Commitment Act accounts and other transportation accounts. Under the initiative, there would not be sufficient revenue to make all the required revenue distributions and budget transfers. These transfers are prioritized as follows: (1) statutory distributions and (2) date of fund transfers specified in the 2023–25 operating and transportation budgets.

[2] An error was identified in the SFY 2029 projected revenue impact total shown in this table after the publication deadline in the Voters' Pamphlet. The correct SFY 2029 projected revenue impact is ($680,454,000). The SFY 2029 projected revenue impacts by account shown in the same column are correct.

An estimated $1 million to $300 million would be transferred into the Transportation Carbon Emissions Reduction Account, and $700 million to $900 million would be transferred into the Consolidated Climate Account. These amounts would be available to spend through June 30, 2025.

The exact amount of funding that would transfer into the two new accounts is unknown, because the amounts will be based on: actual agency spending through December 5, 2024; revenue collected from the auction scheduled on September 4, 2024; and implementation of the various fund transfers.

Other revenue impacts

Beginning in state fiscal year 2025, Business and Occupation (B&O) and Public Utility taxes would not be collected on the purchase, sale or trading of carbon allowances and offset credits by general market participants, resulting in lower state revenue.

Currently, general market participants are not required to purchase allowances, have not voluntarily assumed a compliance obligation by opting into the program, and are not eligible to receive allowances from the state at no cost. General market participants must pay B&O tax or public utility tax on these transactions. These participants may include investment banks, hedge funds, trading firms, and companies that want to invest in offset projects. B&O taxes are credited to the state General Fund, which funds various government agencies and activities, and to the Workforce Education Investment Account, which funds educational and training programs. For estimating purposes, the decrease in public utility taxes collected has a minimal impact. All impacts are shown under the B&O tax.

State expenditure impact

Summary

Thirty-seven state agencies have spending authority from Climate Commitment Act funds in the current biennium for programs, projects, and as grants for local governments, community groups, school districts and Tribes. Initiative 2117 would eliminate the revenue source that pays for these programs. The remaining funds already collected would transfer to the Transportation Carbon Emissions Reduction Account and to the Consolidated Climate Account. The 2024 supplemental transportation, operating and capital budgets identify which programs and projects would and would not be eligible for this funding if the initiative passes. Spending authority of $1.7 billion in state fiscal year 2025 would no longer exist because the budget appropriations would be eliminated along with repeal of the accounts.

Spending authority of $230.4 million would be available in the Transportation Climate Emissions Reduction Account and spending authority of $653.8 million would be available in the Consolidated Climate Account. It is assumed that funding transferred to the new accounts would continue to be spent through the end of the current state fiscal year or until revenues are exhausted.

A net total of approximately $2.6 billion of spending authority in state fiscal years 2025–2029 would no longer be available under the initiative to operate programs and pay for grants from the state operating, capital and transportation budgets.

Additionally, the transportation spending plan approved by the Legislature assumes $1 billion would be available in state fiscal years 2026–2029 for projects to improve transit, electrify ferries, advance

ultrahigh-speed rail and for initiatives to improve pedestrian safety. This money would no longer be available.

Currently, Climate Commitment Act auction revenue is spent from multiple accounts with different purposes.

Carbon Emissions Reduction Account

- The Carbon Emissions Reduction Account receives the first deposit of revenue, in an amount specified in law, and must be used to reduce carbon emissions from the transportation sector, such as projects to reduce single-occupancy passenger vehicle miles driven; for alternative fuel infrastructure and incentive programs; emission reduction programs for freight transportation; and for ferries and other maritime and port activities.
- Seven state agencies have spending authority from the account in the current biennium, which includes funding for the equivalent of more than three full-time staff. Agencies would lose authority to spend $205.2 million this biennium, and $230.4 million in spending authority would be transferred to the Transportation Carbon Emissions Reduction Account.
- Two accounts receive funding solely from the Climate Emissions Reduction Account: Climate Active Transportation Account (CATA) and Climate Transit Programs Account (CTPA). These accounts would not be eliminated by the initiative; however, the initiative would eliminate the only revenue source for these accounts.
- Funding provided through CATA and CTPA could still be spent through the end of the biennium, June 30, 2025. This funding pays for grant programs such as Safe Routes to Schools, Tribal transit, active transportation local projects and support to transit agencies and other providers serving people with disabilities, seniors, children and people living in rural areas.

Climate Investment Account

- Revenue from the auctions is deposited into the Climate Investment Account after the required distribution to the Carbon Emissions Reduction Account and can be used for administering the Climate Commitment Act, tracking spending and reporting, and Tribal capacity grants.
- Seven state agencies have spending authority from the account in the current biennium, which includes funding for the equivalent of nearly 116 full-time staff.
- Agencies would lose authority to spend $12.2 million through the rest of the biennium, and $23.1 million in spending authority would be transferred to the Consolidated Climate Account. However, a significant portion of that funding is for activities required by the Climate Commitment Act, and under the initiative, these activities would stop.
- After reserving an amount for administration of the Climate Commitment Act, funds in the Climate Investment Account are distributed to the Climate Commitment Account and the Natural Climate Solutions Account.

Climate Commitment Account

- The Climate Commitment Account can be used for development of renewable and clean energy, grid modernization, building decarbonization, industrial efficiency, low-income and worker

assistance, climate change mitigation for Tribes, Growth Management Act planning, and the Working Families Tax credit.

- Thirty state agencies have spending authority from the account in the current biennium, which includes funding for the equivalent of nearly 136 full-time staff. Agencies would lose authority to spend $419.7 million through the rest of this biennium, and $476.5 million in spending authority would be transferred to the Consolidated Climate Account.

Natural Climate Solutions Account

- The Natural Climate Solutions Account can be used to pay for programs and projects that increase the resilience of the state's waters, forests and other ecosystems to the impacts of climate change; conserve forestlands; and increase natural climate carbon-pollution-reduction capacity.
- Twelve state agencies have spending authority from the account in the current biennium, which includes funding for the equivalent of more than 58 full-time staff. Agencies would lose authority to spend $147.3 million through the rest of the biennium, and $134.9 million in spending authority would be transferred to the Consolidated Climate Account.

Air Quality and Health Disparities Investment Account

- The Air Quality and Health Disparities Investment Account can be used to pay for projects that monitor and improve air quality and reduce health disparities in overburdened communities.
- The account receives auction revenue after the required distribution to the Carbon Emissions Reduction Account. Statute does not specify the amount; however, the Legislature has stated its intention that not less than $20 million each biennium should be transferred to the account.
- The ECY currently has a total of $21.8 million in spending authority from the account, which includes funding for the equivalent of nearly five full-time staff.
- Under the initiative $19.3 million in spending authority would be transferred to the Consolidated Climate Account.

PROJECTED SPENDING IMPACT TO WASHINGTON STATE:

Account	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
Carbon Emissions Reduction Account	($435,594,125)	($1,387,000)	($1,387,000)	($1,387,000)	($1,387,000)
Transportation Carbon Emissions Reduction Account	$230,354,125	$0	$0	$0	$0
Climate Active Transportation Account	($0)	($9,533,500)	($9,533,500)	($9,533,500)	($9,533,500)
Climate Transit Programs Account	($0)	($179,850,000)	($179,850,000)	($179,850,000)	($179,850,000)
Climate Investment Account	($35,256,884)	($35,443,000)	($35,443,000)	($35,094,000)	($35,094,000)
Climate Commitment Account	($896,196,884)	($102,620,000)	($97,523,000)	($66,026,000)	($64,389,000)
Natural Climate Solutions Account	($282,251,136)	($25,392,000)	($27,953,000)	($22,956,000)	($25,853,000)

Air Quality and Health Disparities Investment Account	($19,333,611)	$0	$0	$0	$0
Consolidated Climate Account	$653,797,443	$0	$0	$0	$0
General Fund-State	($6,349,000)	($6,152,000)	($6,364,000)	($7,500,000)	($7,700,000)
General Fund-Federal	($45,000,000)	($70,000,000)	($70,000,000)	($70,000,000)	($236,700,000)
Total	**($835,829,954)**	**($430,377,000)**	**($428,053,500)**	**($392,346,500)**	**($590,506,500)**

Carbon Emissions Reduction Account

Impact on the Carbon Emissions Reduction Account in the current biennium:

Agency	Spending authority eliminated	Spending authority transferred to the Transportation Carbon Emissions Reduction Account
Department of Commerce	($5,000,000)	$0
Department of Ecology	($4,000,000)	$0
Department of Enterprise Services	($13,500,000)	$0
Department of Natural Resources	$0	$671,724
Joint Transportation Committee	($477,000)	$2,243,091
Washington State Department of Transportation	($182,263,000)	$227,439,310
Washington State Parks & Recreation Commission	$0	$0
Total	**($205,240,000)**	**$230,354,125**

Significant activities that would be eliminated in SFY 2025 under the initiative:

- Construction of hybrid-electric ferries and ferry terminal electrification – $42 million, Washington State Department of Transportation (WSDOT)
- Public-private partnerships, including funding added in 2024 for zero-emission vehicle and infrastructure grant programs for commercial vehicles, fire engines and utility service vehicles; local projects to improve safe routes to schools; and pedestrian and bicycle safety – $40.9 million, WSDOT
- Rail projects, including Puyallup Tribe and Anacortes port electrification – $35.5 million, WSDOT
- Local capital projects, including funding to complete the Guemes Island ferry replacement – $32.9 million, WSDOT
- Public bus and transit facility projects – $29.9 million, WSDOT
- Zero-emission vehicle supply equipment infrastructure for state agencies – $13.5 million, Department of Enterprise Services (DES)
- Grant funding for electric boats for federally recognized Tribes, Tribal enterprises and Tribal members – $5 million, Department of Commerce (COM)

- Zero-emission student transportation grants – $4 million, ECY
- Transportation planning for the 2026 World Cup – $1 million, WSDOT
- Impact study of implementing emissions standards for ocean-going vessels – $477,000, Joint Transportation Committee

Future impacts from SFY 2026–SFY 2029:

WSDOT would lose anticipated future funding and spending authority for ongoing programs of approximately $2.8 million each biennium, including:

- Free ferry fares for youth,
- Free youth fares on Amtrak, and
- Assistance and education for state agency alternative fuel usage.

Additionally, money would not be available for future transportation projects. The 2024 supplemental budget transportation spending plan, approved by the Legislature and used to develop future budgets, plans on spending $1 billion for various projects. These projects include transit grants to improve safety and mobility near schools, ferry vessel and terminal electrification, Tribal port electrification projects, advancing ultrahigh-speed rail, and initiatives to improve pedestrian safety.

Climate Active Transportation Account and Climate Transit Programs Account

Impact on the Climate Active Transportation and Climate Transit Programs Accounts in the current biennium:

Agency	Spending authority eliminated	Spending authority retained
Transportation Improvement Board	$0	$7,067,000
Washington State Department of Transportation	$0	$322,984,552
Total	**$0**	**$330,051,552**

Significant activities that would be eliminated in SFY 2025 under the initiative:

None

Future impacts from SFY 2026–SFY 2029:

For the purposes of this fiscal impact statement, it is assumed future spending from the accounts will end when the remaining fund balances are exhausted. It's unknown what funding may be available to spend beyond June 30, 2025.

Examples of programs and funding from the current biennium that would no longer have funding include:

- Grants for transit agency operating and capital expenses – $188.9 million, WSDOT, CTPA
- Pedestrian and bicyclist route improvement projects – $82.2 million, WSDOT, CATA
- Grants to sustain and expand transit services to people with disabilities, seniors, children and people living in rural areas – $60.1 million, WSDOT, CTPA
- Move Ahead WA public transportation projects – $46.6 million, WSDOT, CTPA

- Grants to increase safe walking and biking routes to schools, including crossing improvements, speed management, sidewalks, bike lanes, shared use paths, streetlights, ADA improvements, education and encouragement activities – $45.4 million, WSDOT, CATA
- Funding to transit agencies for cost-effective capital projects that reduce the carbon intensity of the Washington transportation system – $39.4 million, WSDOT, CTPA
- Grants to support transport vehicles and transit facilities – $38 million, WSDOT, CTPA
- Projects to improve active transportation connectivity for pedestrians along and across current and former state highways in overburdened communities – $25 million, WSDOT, CATA
- Grants through the Complete Streets Program for projects on city streets or county roads that improve or add facilities for pedestrians, bicyclists and transit users to improve safe access – $19.1 million, Transportation Improvement Board, CTPA
- Support for existing and expanded transit services to people with disabilities and the elderly population throughout rural and small urban areas of the state – $18 million, WSDOT, CTPA
- Funding for a School-Based Bicycle Safety Education Program for Washington state public schools; safety and skills training; and education materials including bicycles to school districts, educational service districts and community-based organizations – $16.8 million, WSDOT, CATA

Climate Investment Account

Impact on the Climate Investment Account in the current biennium:

Agency	Spending authority eliminated	Spending authority transferred to the Consolidated Climate Account
Department of Ecology	($12,081,799)	$21,058,099
Department of Health	$0	$489,012
Department of Licensing	$0	$0
Environmental and Land Use Hearings Office	$0	$838,354
Office of Financial Management	($2,370)	$565,450
Recreation and Conservation Office	$0	$116,800
Washington State Conservation Commission	($105,000)	$0
Total	**($12,189,169)**	**$23,067,715**

Significant activities that would be eliminated under the initiative:

- Grants added in 2024 for Tribal capacity to engage and work on climate related projects – $5 million, ECY
- Funding to pursue linking Washington's carbon market with the California/Quebec market – $1.8 million, ECY

Activities that would cease in SFY 2025 under the initiative:

- Implementation of the Climate Commitment Act, including carbon allowance auctions, allocation of no-cost allowances, oversight of the secondary market, regulation of offset projects, tracking

emissions reductions produced by expenditures of auction proceeds, and statewide greenhouse gas inventory work – $9.1 million, ECY, Environmental and Land Use Hearings Office
- Development of a data portal and other strategies to improve public understanding of expenditures from Climate Commitment Act accounts – $2.6 million, ECY, Office of Financial Management (OFM)
- Grants to Tribal governments to support developing carbon offset projects – $2 million, ECY
- Setting stricter standards for technology used to limit emissions from stationary emission sources that are the greatest contributors of air pollution in overburdened communities – $1.5 million, ECY
- Expansion of air quality monitoring in overburdened communities highly impacted by air pollution, and estimations of the health impacts associated with the air quality experienced in overburdened communities – $557,476, ECY, Department of Health (DOH)

Future impacts from SFY 2026–SFY 2029:

The ECY and other agencies would lose anticipated future spending authority for ongoing programs of approximately $35 million each biennium to administer the Climate Commitment Act. ECY would lose funding no longer required for administration of the cap-and-invest program. ECY would lose funding to expand the state's air quality monitoring network and improve air quality standards in overburdened communities highly impacted by air pollution.

The ECY would also lose $31.5 million per biennium for grants to Tribes to increase capacity to engage and work on climate-related projects and for carbon offset project development and $3.8 million to make improvements to Washington's inventory of greenhouse gas emissions.

Climate Commitment Account

Impact on the Climate Commitment Account in the current biennium:

Agency	Spending authority eliminated	Spending authority transferred to the Consolidated Climate Account
Central Washington University	($16,973,000)	$1,300,473
Columbia River Gorge Commission	$0	$70,250
Department of Architectural and Historic Preservation	$0	$506,755
Department of Children, Youth and Families	$0	$3,199,000
Department of Commerce	($269,919,794)	$303,908,217
Department of Corrections	($600,000)	$1,600,000
Department of Ecology	($9,792,103)	$17,917,345
Department of Enterprise Services	($1,617,575)	$0
Department of Health	$120,000	$79,236,333
Department of Labor & Industries	$0	$3,463,669
Department of Natural Resources	($862,000)	$5,423,409
Department of Revenue	$0	$281,500
Department of Social and Health Services	($9,958,915)	$0
Department of Veteran's Affairs	$0	$200,000

Energy Facility Site Evaluation Council	($68,000)	$4,561,612
Employment Security Department	$0	$329,837
Eastern Washington University	($9,998,000)	$50,000
Governor's Office of Indian Affairs	$0	$495,218
Office of Financial Management	($875,000)	$3,240,284
Office of the Superintendent of Public Instruction	($30,000,000)	$7,525,000
The Evergreen State College	$0	$0
University of Washington	($39,053,000)	$9,055,869
Washington State Board of Community & Technical Colleges	($2,475,000)	$5,781,000
Washington State Conservation Commission	($3,048,483)	$22,400,000
Washington State Department of Agriculture	($3,407,000)	$2,553,592
Washington State Department of Fish & Wildlife	$0	$1,056,113
Washington State Parks & Recreation Commission	($950,000)	$1,462,443
Washington State University	($13,000,000)	$352,823
Western Washington University	($7,000,000)	$0
Workforce Training Board	$0	$508,273
Total	**($419,717,870)**	**$476,479,014**

Significant activities in SFY 2025 that would be eliminated under the initiative:

- Funding to support energy efficiency and decarbonization improvements in multifamily and commercial properties – $100 million, COM
- Projects and technology to reduce greenhouse gas emissions in local communities, especially in overburdened communities – $74.1 million, COM
- Energy renewal projects across the University of Washington's (UW) campuses and hospital system – $38.9 million, UW
- Grants to K–12 schools for indoor air quality assessment and air filtration systems – $30 million, Office of the Superintendent of Public Instruction (OSPI)
- Matching funds to support participation in a federal Department of Energy loan program for large-scale energy development – $25 million, COM
- Grants to grow Washington's clean energy manufacturing economy – $21.5 million, COM
- Grants to improve the state's progress towards greenhouse gas emissions reduction goals in hard-to-decarbonize industries – $13 million, COM
- Expansion of Central Washington University's (CWU) geothermal energy production – $12.5 million, CWU
- Design and construction of a dairy digester to produce renewable energy and compost from manure sources, post-consumer food and compostable wastes – $10 million, Washington State University (WSU)
- Sports and Recreation Center energy efficiency improvements – $10 million, Eastern Washington University
- Funding to support local governments to implement greenhouse gas reduction plans – $10 million, COM

- Support for Lummi Indian Business Council clean energy projects – $7.6 million, COM
- Replacement of Western Washington University's (WWU) steam plant with a mostly electric and water-based heating system – $7 million, WWU
- Providing equipment to residential, recreational or educational facilities to improve air quality in King County – $6 million, ECY
- Replacement of windows at the Yakima Valley School to increase energy efficiency – $5.1 million, Department of Social and Health Services (DSHS)
- Grants to support non-emitting thermal energy networks – $5 million, COM
- Grant funding to reduce food waste and support hunger relief and food assistance needs – $4.8 million, ECY, Washington State Department of Agriculture (WSDA)
- Improved energy efficiency of the CWU Science Building – $4.5 million, CWU
- Grants to assist community-based organizations, local governments, Tribes and other eligible entities to write, administer federal grants and track grant opportunities – $3.6 million, COM
- Funding to help consumers find and take advantage of the home energy improvement funding - $3.5 million, COM
- Funding to offer education, planning, technical assistance, and community engagement to enable clean energy access - $3 million, COM
- Conducting building energy efficiency assessments – $3 million, DSHS
- Funding to reduce greenhouse gas emissions associated with manure-handling systems at dairy and livestock farms – $3 million, Washington State Conservation Commission (SCC)
- Funding to advance campus decarbonization – $3 million, WSU
- Assistance for community-based organizations, local governments, Tribes and other entities to access federal clean-energy tax incentives – $2.9 million, COM
- Grants to increase the reuse of industrial waste products – $2.1 million, COM
- Grants to improve the energy efficiency of buildings at community and technical colleges – $2 million, State Board of Community and Technical Colleges

Future Impacts from SFY 2026–SFY 2029:

Sixteen state agencies would lose anticipated future spending authority for ongoing programs of approximately $200 million in state fiscal years 2026–2027 and $130 million in state fiscal years 2028–2029 for multiple activities including clean energy development, environmental justice work and climate adaptation planning.

Natural Climate Solutions Account

IMPACT ON THE NATURAL CLIMATE SOLUTIONS ACCOUNT IN THE CURRENT BIENNIUM:

Agency	Spending authority eliminated	Spending authority transferred to the Consolidated Climate Account
Department of Commerce	($7,975,000)	$2,600,546
Department of Ecology	($2,079,963)	$21,451,072

Department of Enterprise Services	$0	$0
Department of Health	$0	$22,828
Department of Natural Resources	($54,594,358)	$26,464,652
Military Department	$0	$84,022
Recreation and Conservation Office	($72,006,000)	$57,279,700
University of Washington	$0	$486,602
Washington State Conservation Commission	($5,603,713)	$24,331,293
Washington State Department of Agriculture	($5,000,000)	$114,884
Washington State Department of Fish and Wildlife	$0	$1,145,241
Washington State Parks & Recreation Commission	($75,000)	$936,263
Total	**($147,334,034)**	**$134,917,102**

Significant activities in SFY 2025 that would be eliminated under the initiative:

- Forestland and coastal land preservation:
  - Funding for the Quinault Indian Nation to buy forestland – $25 million, Department of Natural Resources (DNR)
  - Funding to purchase forestlands for conservation and protection of endangered species – $15 million, DNR
  - Purchasing properties to place into conservation status – $10.8 million, DNR
  - Grants for coastal restoration and resiliency – $7.9 million, Recreation and Conservation Office (RCO)
  - Algae and other blue carbon sequestration projects – $7 million, COM
  - Grants to support community forests – $5.8 million, RCO
  - Grants to improve carbon storage on agricultural lands – $5 million, WSDA
- Fire prevention and forest health:
  - Funding for forest health treatments to increase resilience to fire – $3 million, DNR
  - Grants to local governments and private landowners for projects to increase forest health and community wildfire resiliency – $2.5 million, SCC
  - Community-based wildfire risk reduction and forest-health activities, such as engagement with landowners, removal of fire hazard materials and brush clearing – $2 million, SCC
- Riparian area and salmon habitat protection:
  - Restoration and protection of salmon habitat – $25 million, RCO
  - Fish passage barrier removal projects – $22.2 million, RCO
  - Estuary and salmon habitat restoration – $11.1 million, RCO

Future impacts from SFY 2026–SFY 2029:

Nine state agencies would lose anticipated future spending authority for ongoing programs of approximately $50 million each biennium to continue work on programs and projects which increase the resilience of the state's waters, forests and other vital ecosystems to the impacts of climate change; conserve forestlands; and increase natural carbon-pollution reduction capacity.

Air Quality and Health Disparities Investment Account

Impact on the Air Quality and Health Disparities Investment Account in the current biennium:

Agency	Spending authority eliminated	Spending authority transferred to the Consolidated Climate Account
Department of Ecology	$0	$19,333,611
Total	**$0**	**$19,333,611**

Activities in SFY 2025 that would be eliminated under the initiative:

- None

Future impacts from SFY 2026–SFY2029:

The account would be eliminated along with $40 million in anticipated future funding for ongoing programs administered by ECY to improve air quality and reduce health disparities in overburdened communities.

Other state agency spending impacts

Compliance costs:

The University of Washington (UW) and Washington State University (WSU) are covered entities under the Climate Commitment Act and are required to purchase or acquire compliance instruments (carbon-emission allowances and offset credits) to account for their covered greenhouse gas emissions. Under the initiative, this requirement would be eliminated. The UW would save an estimated $3.4 million in state fiscal year 2025 and $3.8 million each year in state fiscal years 2026–2029. WSU would save $3.3 million in state fiscal year 2025 and $3.7 million each year in state fiscal years 2026–2029.

Both universities receive state funding to cover a portion of this obligation cost. The remainder must be paid for by other funding sources. The UW currently receives $1,733,000 in State General Fund each state fiscal year to pay for a portion of their obligation. WSU currently receives $1,718,000 in State General Fund each state fiscal year to pay for a portion of their obligation. The 2024 supplemental operating budget provided an additional $4.3 million in state fiscal year 2024 and $2.6 million in state fiscal year 2025 from the State General Fund for WSU to pay for their obligation.

Rulemaking:

Under the initiative, ECY would conduct rulemaking from January 2025 through December 2027 to repeal Climate Commitment Act rules and to amend rules regarding greenhouse gas emission reporting. Estimated costs are $1.2 million from the State General Fund for staff to conduct this rulemaking and for support from the Office of the Attorney General.

Lease costs:

WSU has leased a building in Richland, Washington to house the Institute for Northwest Energy Futures and is paying for this lease with funding from the Climate Commitment Act. WSU is contractually obligated for future expenses through December 1, 2026. Under the initiative, this funding would be

eliminated, and WSU would need to find other funds to pay these expenses. The cost is estimated at $810,000 in state fiscal year 2026 and $809,000 in state fiscal year 2027 and would likely be paid for with the State General Fund.

Federal funding:

Several state agencies and local governments use Climate Commitment Act funding as a required match to receive federal funding, and this match funding is often required before applying for federal grants. Under the initiative, these federal grants would be at risk if the Climate Commitment Act funds are not replaced. It is unknown exactly how much federal funding the state or local governments would receive that would be matched with Climate Commitment Act funding in the future. Therefore, the potential impact of the initiative on the amount of federal funds the state and local governments would receive is indeterminate. Some examples are included.

Currently, Transit Formula and Special Needs grant local projects use Climate Commitment Act funding for federal match. The federal amount that would not be funded each fiscal year is approximately $12 million. For rural mobility projects, the amount is approximately $8 million each fiscal year.

The Cascadia High-Speed Rail Program was accepted under the Corridor Identification and Development (CID) Program, which is a long-term federal grant pipeline. Federal funding for the next steps for the High-Speed Rail Program requires state matching funds. The program is currently negotiating with the federal railroad administration for a CID grant award amount. These negotiations assume availability of $25 million of Climate Commitment Act funding in the current biennium for state match – and ability to extend spending, if needed – to align with the reimbursement cycle for the federal grant. Under the initiative, WSDOT would be unable to accept $391.7 million of federal funding in state fiscal years 2025–2029 through the CID Program without alternative funding.

Performance audit:

Under the initiative, the Joint Legislative Audit and Review Committee (JLARC) would not conduct a mandated performance audit of Climate Commitment Act implementation which is required by December 1, 2029. The estimated savings to JLARC is $200,000 from the State General Fund in state fiscal year 2029.

Local government impacts

Grant and award programs

Passage of the initiative would reduce Climate Commitment Act funding provided by state agencies to local governments and K–12 public schools. Currently, cities, counties, K–12 schools and other local entities can receive grants, loan or contract funding from approximately 130 programs across dozens of state agencies. Under the initiative, all these programs would lose funding past June 30, 2025. Between December 5, 2024, and June 30, 2025, approximately 50 programs and $415.7 million would be eliminated. It is unknown which local governments would apply for grants or loans and be awarded funding, or the amounts of such awards that would be eliminated under the initiative.

Significant programs in SFY 2025 that would be eliminated under the initiative:

- Local capital transportation projects, including zero-emission infrastructure; public transportation projects; commercial, fire engine and public utility vehicles and infrastructure; port electrification; and clean energy infrastructure – $119 million, WSDOT
- Projects to reduce greenhouse gas emissions and support planning – $91 million, COM
- Energy efficiency improvements for commercial and multifamily buildings – $45 million, COM
- Salmon and estuary recovery and restoration projects – $37.2 million, RCO, SCC
- School District Indoor Air Quality & Energy Efficiency program – $30 million, OSPI
- Fish passage barrier removal – $23.2 million, COM, RCO
- Forest health, fire prevention and fire wise grant program – $13.2 million, DNR, RCO, SCC
- Coastal lands restoration and resiliency program – $7.9 million, RCO
- King County air quality mitigation – $6 million, ECY
- Food waste reduction grants – $4.8 million, ECY, WSDA
- Zero-emission student transportation grants – $4 million, ECY
- Community forest grant program – $3 million, DNR
- Sustainable Farms & Fields grants program – $3 million, SCC
- Forest health and fire wise grant program – $2.4 million, SCC

Impacts on publicly owned natural gas utilities

Two cities in Washington provide natural gas to local ratepayers. They participate in the Climate Commitment Act's cap-and-invest program due to the level of their carbon emissions: the City of Enumclaw and the City of Ellensburg. The initiative repeals the cap-and-invest program, and these two cities would no longer be required to acquire allowances or offset credits equal to their carbon emission levels. The cap-and-invest program currently gives the two cities free allowances in an amount that initially covers all their emissions and then declines at 7% per year through 2030 and 2% per year after 2030. If these utilities decrease emissions (decarbonize) faster than 7% per year, they could return the monetary value of any unused allowances to their ratepayers. Under the initiative, through 2030, the total value of the free allowances that these cities would not receive is forecasted at $13.4 million.

Impacts on publicly owned electricity utilities

Currently, 53 cities, counties and other publicly owned entities that provide electricity to local ratepayers participate in the cap-and-invest program that would be eliminated under the initiative. Currently, these utilities receive free allowances to cover the total cost burden of compliance, including administrative costs and the costs of acquiring allowances or offset credits equal to the carbon emissions from the power plants that serve their ratepayers. These utilities can use the free allowances to meet their cap-and-invest compliance obligations. Alternatively, they can use some of the free allowance value to implement programs that benefit ratepayers. Under the initiative, through 2030, the total value of the free allowances that these entities would not receive is forecasted at $1.3 billion.

Agenda #11.C

Meeting Date: October 21, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Budget Workshop #2 - Revenue Discussion Continued (Public Comment Opportunity)
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:
This item is for information purposes only.

Background/Summary:
The 2025/2026 Biennial Budget Development Process continues. This meeting continues the conversation with the Council regarding the contents and constraints of the 2025/2026 budget, a conversation which will extend through adoption of the budget, currently scheduled for the December 2 City Council Meeting.

Future meetings will focus on the specifics of the proposed budget, including further refinement of projections and assumptions presented. 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.

Previous Council Action:
The Council regularly receives quarterly reports which include General Fund revenue and some special 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 and special revenue funds 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 revenue estimates will be transmitted to Council during the meeting.

Financial Impact:
None at this time.

Budget Adjustment: No

Attachments:

1. City Revenues - Budget Workshop

Budget Workshop Two

More About Revenues

Ellensburg City Council Meeting
October 21, 2024

Keith Bassett, Assistant Finance Director
Jerica Pascoe, Finance Director
Heidi Behrends Cerniwey, City Manager

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More About Revenues

- Governmental Funds
- Pressure on the General Fund
- Special Revenues
- Capital Project Fund
- Debt Service
- Internal Service Funds

2

Budget Structure

Governmental Funds

General Fund

Special Revenue Funds

Capital Project Funds

Debt Service Funds

Proprietary Funds

Enterprise Funds

Internal Service Funds

City of Ellensburg WASHINGTON

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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

City of Ellensburg WASHINGTON

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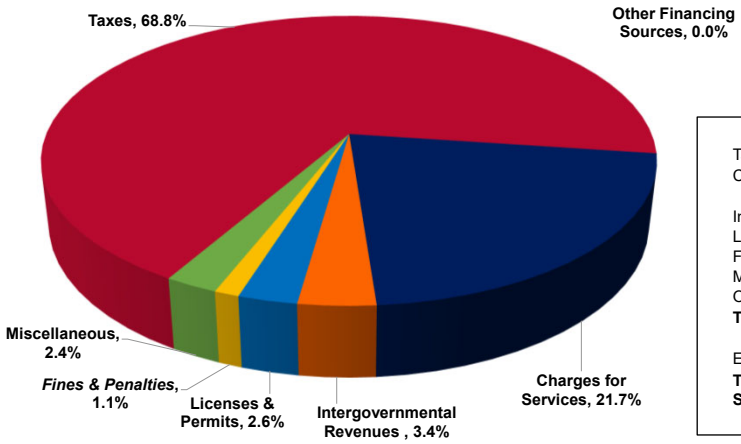
General Fund Revenue – 2025 Projected



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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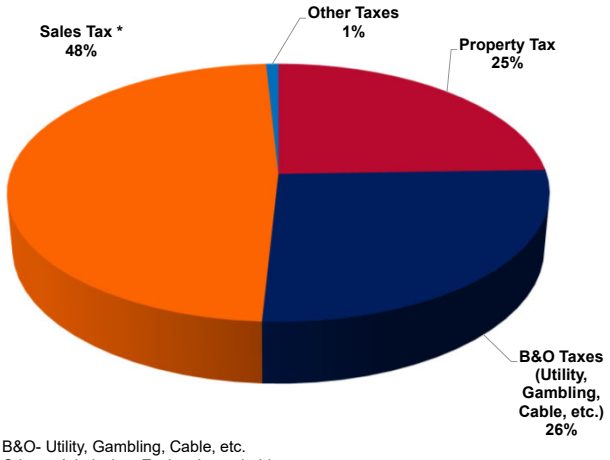
Governmental Fund Tax Revenue

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 – Admission, Excise, Leasehold
*Sales Tax – includes 011 local criminal justice, but not 130 3/10 and 172 affordable housing

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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

City of Ellensburg WASHINGTON

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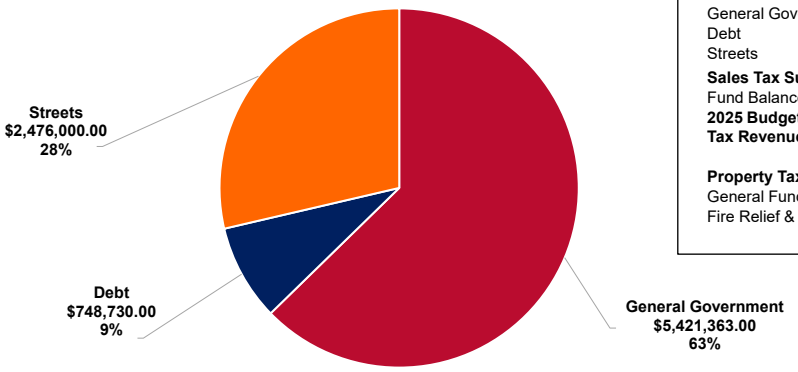
Sales Tax Support – 2025 est.



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

City of Ellensburg WASHINGTON

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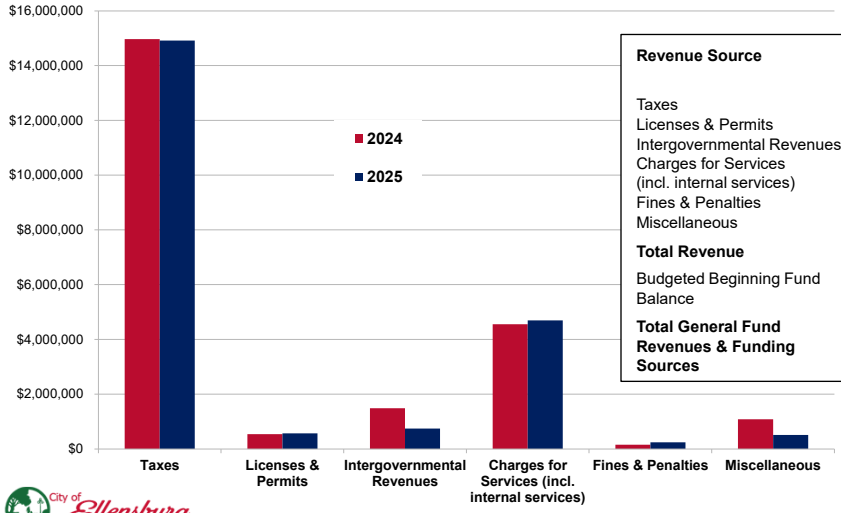
2024/2025 Projected Revenue – General Fund by Major Source



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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Financial Toolbox

Level of Service Changes

Increase Revenue Sources

Efficiencies

Increase Taxes and Fees

One-time Revenues

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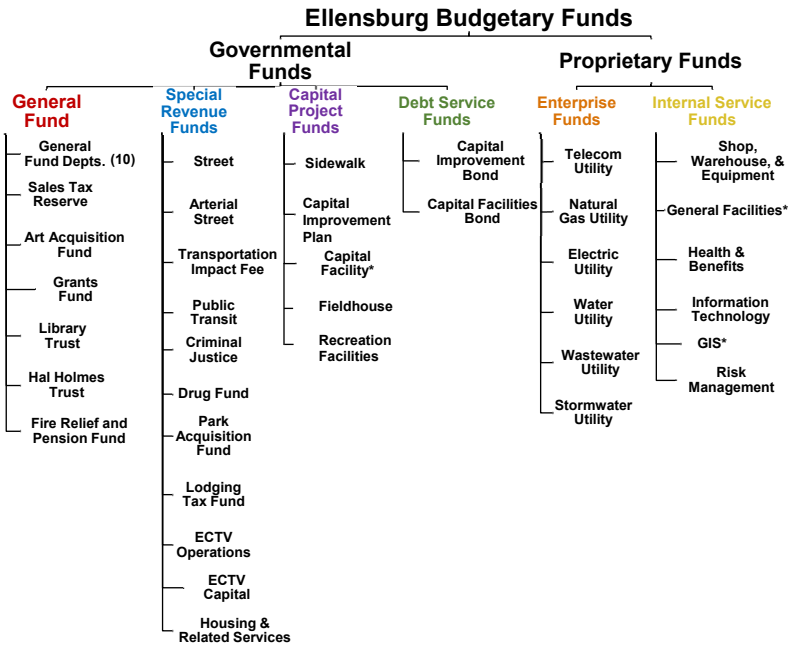
Budget Structure

- 44 Funds
- Restricted revenues
- Dedicated expenditures



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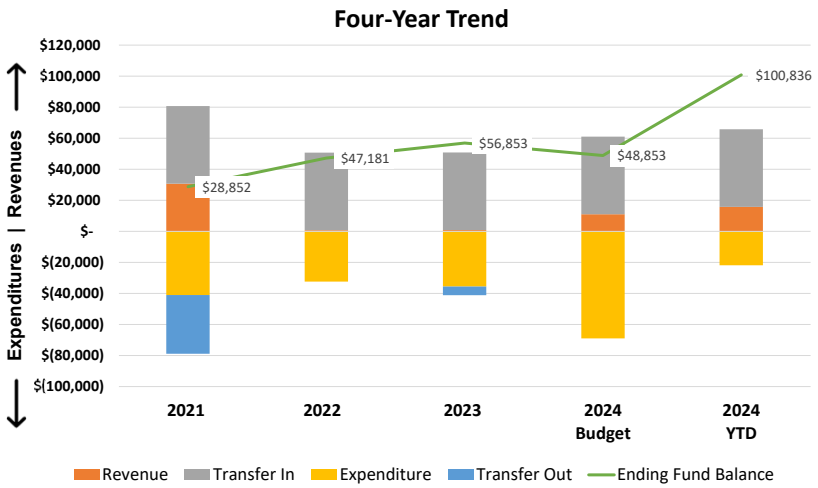
Art Acquisition Fund



General Fund

- 1% Sales Tax; Min=$25,000-Max=$50,000
- Arts Commission Funding
- Council approves spending plan

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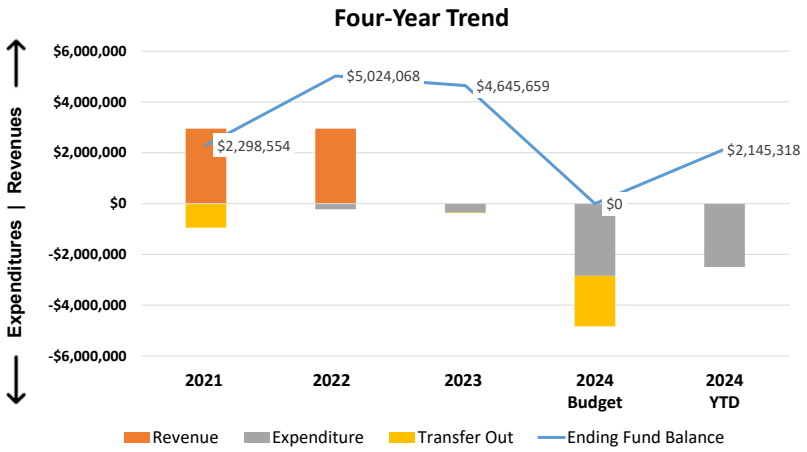
Grants Fund

General Fund



- One-time COVID Recovery Funds (ARPA/SLFRF)
- 100% Allocated
  - Health & Benefits Fund
  - Traffic Impact Fees (HappyFeet)
  - Unity Park
  - Anderson Road Sewer

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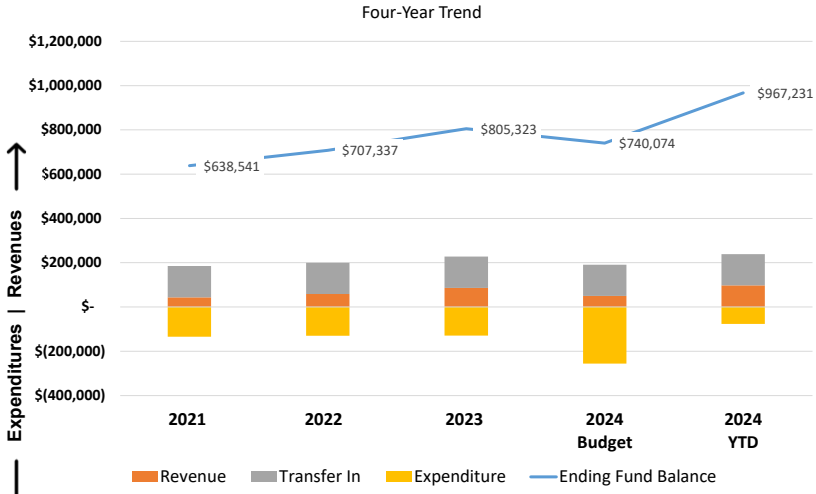
Fire Relief & Pension Fund

General Fund



- Pre-LEOFF and LEOFF 1 Retirees and Spouses
- Property Tax supported ($141,081 Rev)

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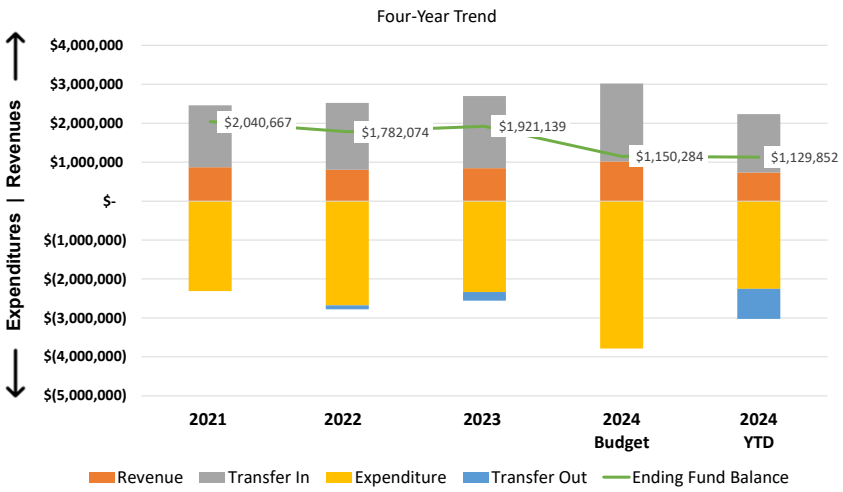
Street Fund



Special Revenue Funds

- Street Maintenance Activities
  - Snow & Ice
  - Potholes
  - People and Programs

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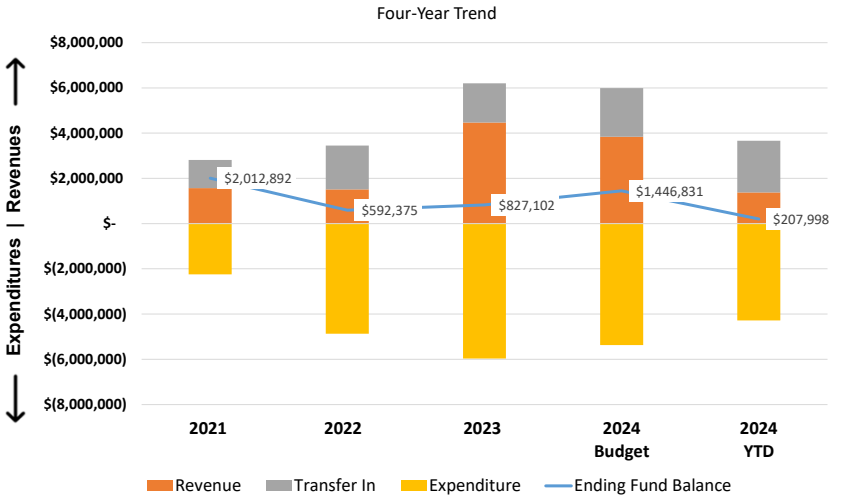
Arterial Street Fund



Special Revenue Funds

- Street Projects
- Funding Sources
  - Motor Vehicle Excise Tax
  - Sales Tax (Construction)
  - Grants

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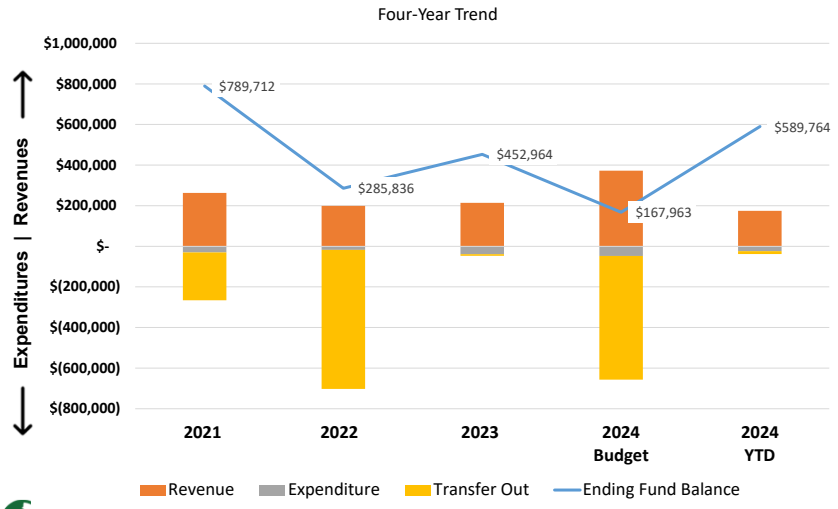
Transportation Impact Fees

Special Revenue Funds



- Impact Fee Program
- Fee based on new peak trips for development
- Spending limited to designated capacity projects
- Annual report
- 10-year requirement for spending

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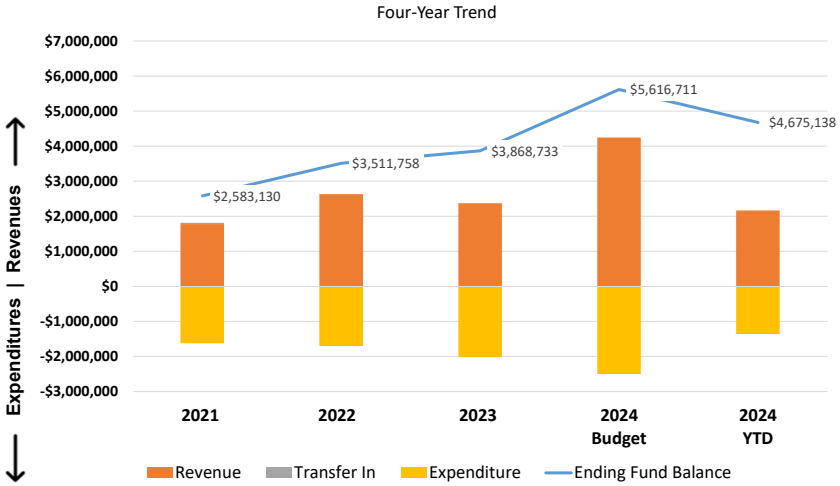
Public Transit

Special Revenue Funds



- Transportation Benefit District – 0.2% sales tax to support Ellensburg Central Transit
- Voted 2016; Expires 10/2026
- PTAC
- 0.1% Councilmanic
- Street Maintenance Funding Need

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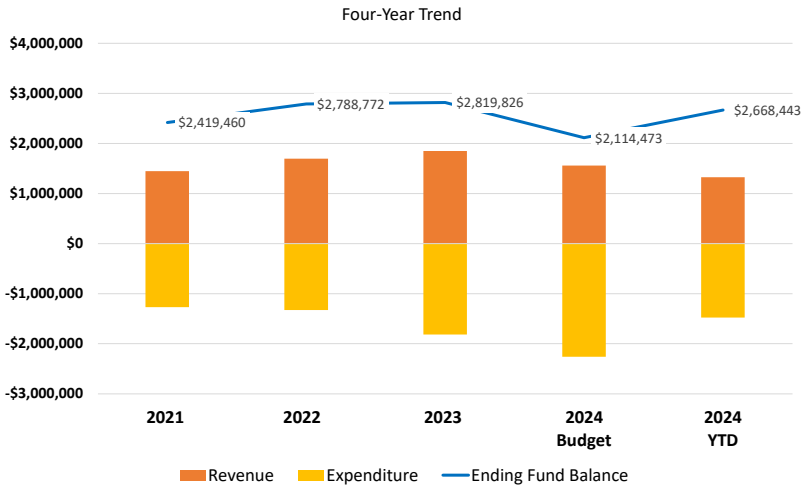
Criminal Justice Fund (130)



Special Revenue Funds

- Voted 0.3% for special criminal justice expenditures
- Distributed through Kittitas County
- No sunset

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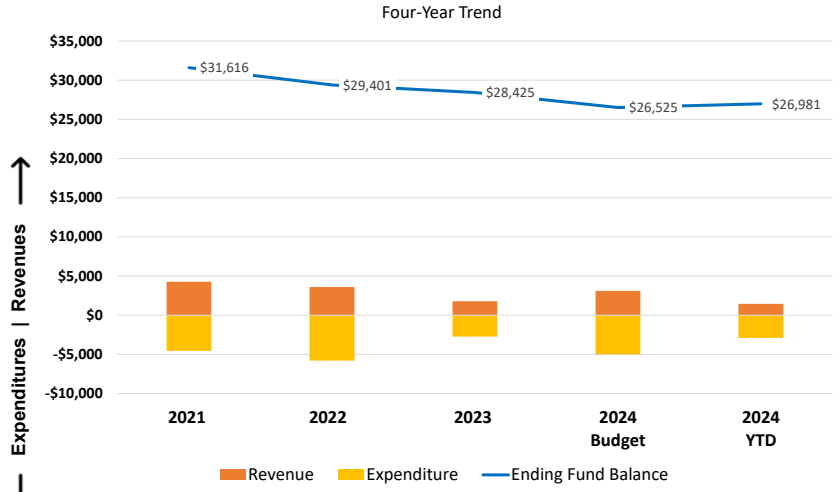
Drug Fund



Special Revenue Funds

- Seizure funds
- Investigations

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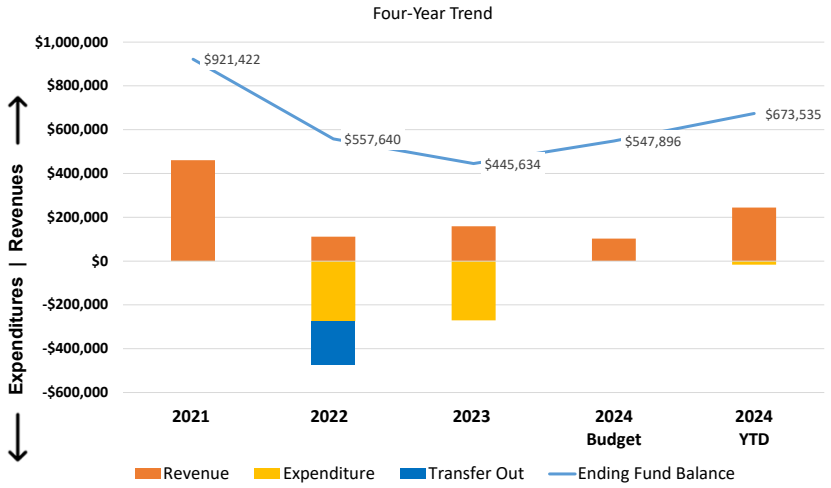
Park Acquisition Fund

Special Revenue Funds



- Park Impact Fees
- Designated for added park capacity projects

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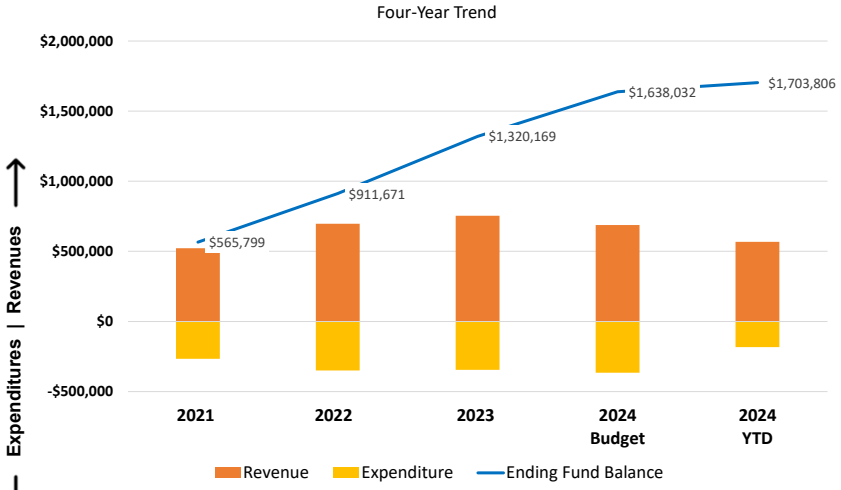
Lodging Tax Fund

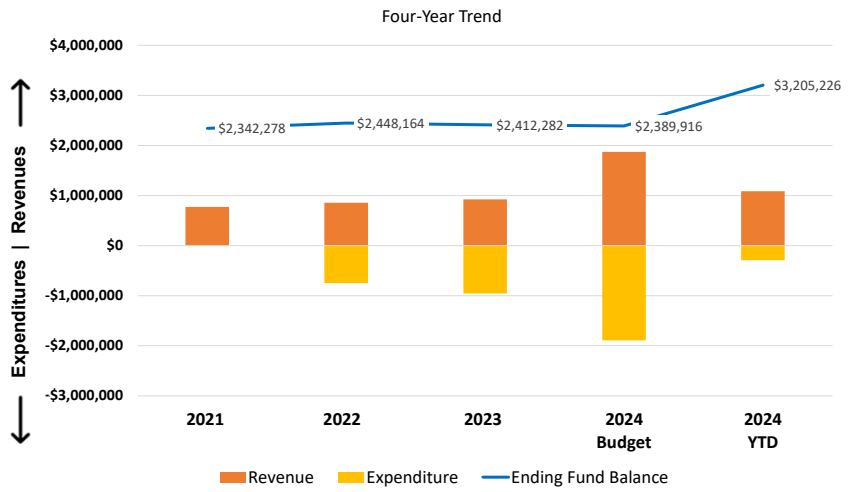
Special Revenue Funds



- Hotel/Motel Tax
- 4% on Bed Nights
- Limited to Tourism Promotion Activities and related expenses
- Lodging Tax Advisory Committee
- 13% of annual revenue for consolidated event grant

22

Housing & Related Services



Special Revenue Funds

- 0.1% for Affordable Housing and Related Services
- Voted in 2017

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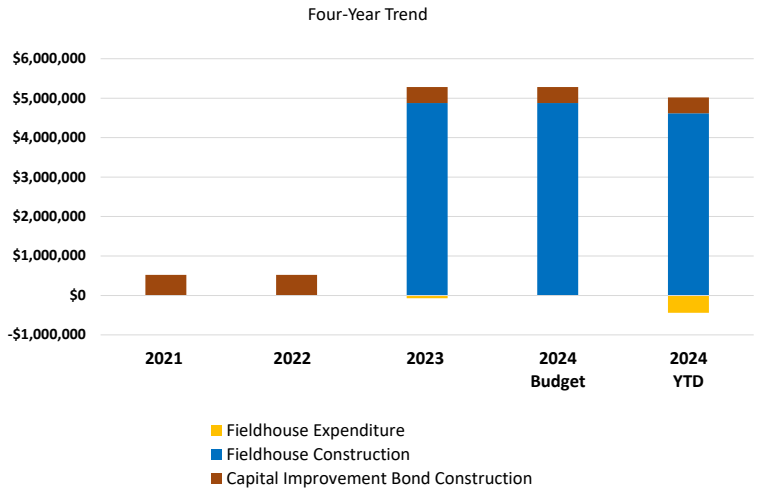
Capital Project Funds



Capital Project Funds

- 340 Capital Bond
- 365 Capital Outlay
- 325 Fieldhouse Project

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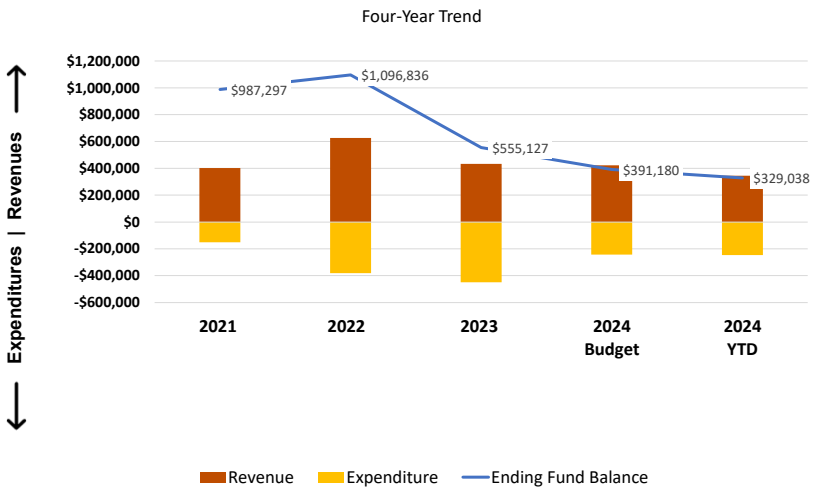
Sidewalk Fund



Capital Project Funds

- 366 Sidewalk
- REET 1 – 0.25% Real Estate Excise Tax

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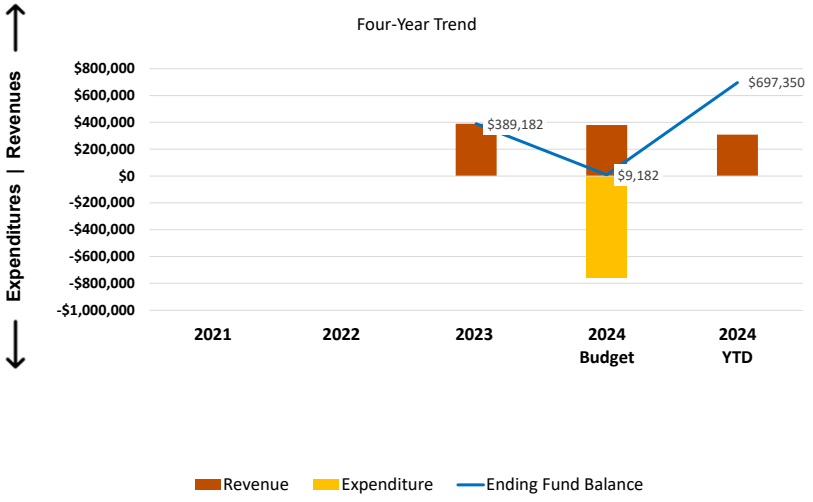
Recreation Facilities Fund



Capital Project Funds

- Fund 370 REET 2
- REET 2 – 0.25% Real Estate Excise Tax
- Adopted December 2022

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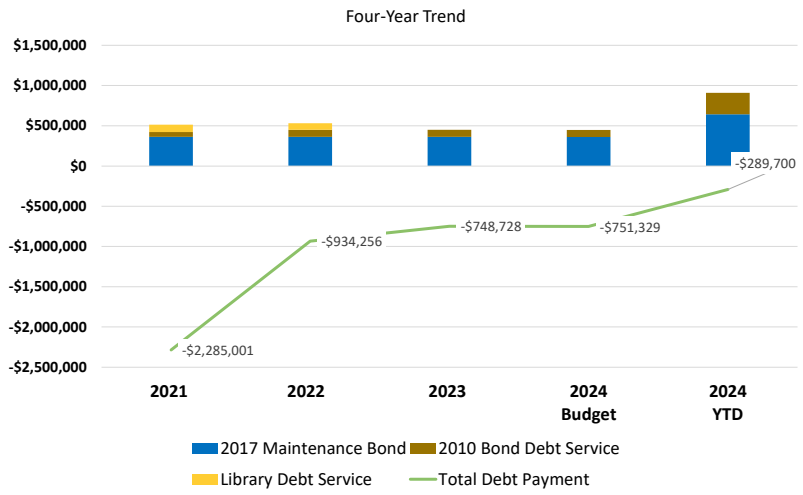
Debt Service



Debt Service Funds

- Library – debt satisfied in 2022
- 2017 Maintenance – payment of $573,326 (2024)
- 2010 Bond – payment of $188,003 (2024)

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Proprietary Funds

Enterprise Funds

Internal Service Funds

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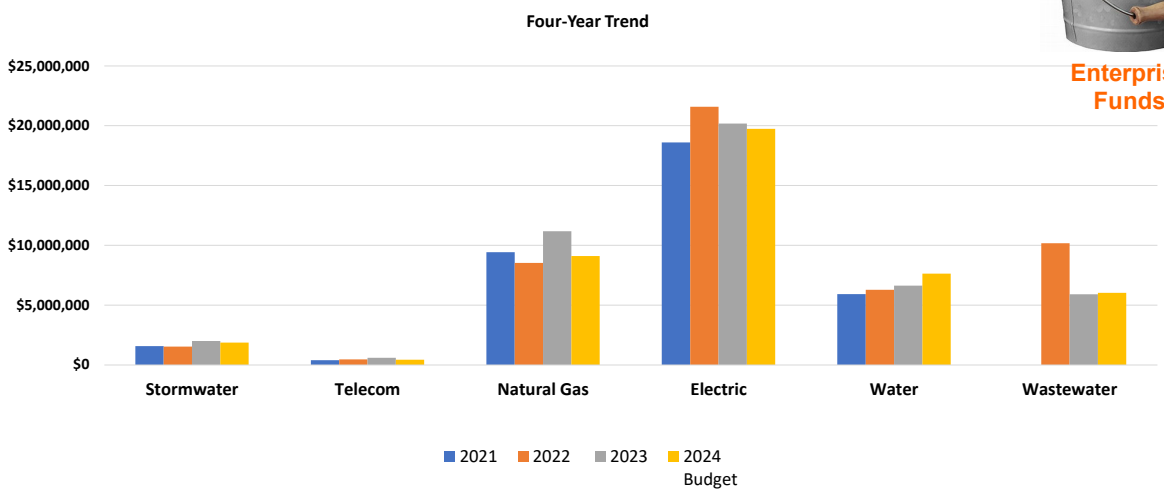
Enterprise Funds - Revenue

Enterprise Funds



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Why do my utility rates keep going up?

- Costs of operating the utilities go up 3-3.5% per year:
  - Inflation
  - Fuel & energy
  - Employees
- New customers (development) pays their share of system expansion
- Existing customers pay for operations, new requirements ($2.81M for disinfection system), maintenance, replacement
- Utilities typically have only one major revenue source for operations: rates
- The combination of operation costs, new requirements, and major repair cause increase costs of 2.5-5% per year, depending on the utility
- Policy choice that rates are based on cost-of-service principles

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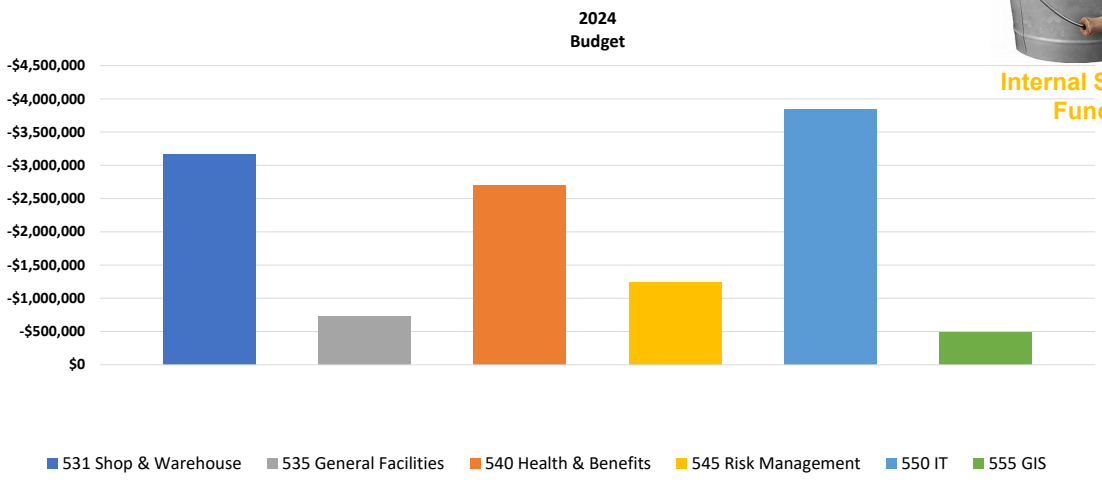
Internal Service Funds - Revenues

Internal Service Funds



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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

- ***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*

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MANAGER'S REPORT

DATE: October 21, 2024

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

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1. **Kittitas County Hazard Mitigation Plan for Public Comment**
   To make the County more disaster ready and resilient, the Kittitas County Public Works Department is seeking public feedback on the 2024 Kittitas County Hazard Mitigation Plan. Ellensburg and every other City within the County will have a special section dedicated to their community. Interested stakeholders and the public have until November 7, 2024, to review and provide feedback on the Plan and its annexes before it is submitted to the Washington Emergency Management Division and FEMA for review. The Plan is available for download via the Kittitas County Hazard Mitigation Plan website, along with instructions on how to submit comments. (see attached flyer).

2. **Ellensburg Academy on October 24**
   Join the Ellensburg Academy from 6:00 to 8:30 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. Visit www.ellensburgwa.gov/academy to register.

3. **Public Hearing for Airport Incubator Building Surplus Property on November 4**
   Due to the City's recent action in Ordinance 4944 to dissolve the Ellensburg Business Development Authority (EBDA), dba CenterFuse, the City and EBDA Board filed a Joint Petition for Transfer of Assets which was approved by the Court on October 15. Pending official transfer of the building to the City, staff will prepare for a public hearing on November 4, 2024, to surplus the property and establish a transfer mechanism for the facility and tenant leases to Kittitas County for continued community economic benefit as outlined in the Interlocal Agreement Between the City, Kittitas County, and Central Washington University for Economic Development Real Property Exchanges, approved by Council on September 16, 2024.

FROM THE CASCADES...TO THE COLUMBIA

KITTITAS COUNTY

KITTITAS COUNTY

2024 HAZARD MITIGATION PLAN

In an effort to make the County more disaster ready and resilient, the Kittitas County Public Works Department is seeking public feedback on the 2024 Kittitas County Hazard Mitigation Plan. This Plan serves as a guide to the County in how to become more resilient to the impacts of natural hazards.

Access Plan and Comment Form at:

co.kittitas.wa.us/public-works/hazard-mitigation-plan/default.aspx

ELLENSBURG ACADEMY

October 24, 2024 at 6-8:30 p.m.
Hal Holmes Community Center
209 N. Ruby St.
Ellensburg, WA 98926

RSVP TO ATTEND

Scan QR code or visit
www.ellensburgwa.gov/academy

Join the Ellensburg Academy at 6 p.m. October 24, 2024 in the Hal Holmes Community Center, to learn:

- City 101
- How the City pays for things
- Home Safety
- Community Problem-solving

The 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.

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