

CITY COUNCIL AGENDA

November 18, 2024



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_N06E-wrDRtC6vI4-mukYdw

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AMERICANS WITH DISABILITIES ACT

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

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

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

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, November 18, 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.

- | | | |
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| 5.A | Approve Minutes of November 4, 2024 Regular Meeting | 6 |
| 5.B | Approve Minutes of November 4, 2024 Study Session | 11 |
| 5.C | Approve Minutes of June 13, 2024 Special Meeting With Kittitas County Board of County Commissioners | 12 |
| 5.D | Approve University Way Banner Request for Ellensburg Dance Ensemble - November 12-25, 2024 | 16 |
| 5.E | Renewal of Kittitas County Corrections Center Interlocal Agreement | 17 |
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| 5.G | Approval of Palouse to Cascades Trail Easement with Washington Department of Parks and Recreation | 34 |
| 5.H | Updated Memorandum of Understanding (MOU) Authorization between the Mountains to Sound Greenway Trust and the City of Ellensburg to form a collaborative partnership for the Palouse to Cascades Reconnection Project and Bike Access Program | 73 |

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CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

November 4, 2024

Time of Meeting

7:00 PM

Place of Meeting

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

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Lillquist

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Finance Director Pascoe, Assistant Finance Director Bassett, Community Development Director Carlson, Library Director Camarillo, Accountant II Lanphere, Assistant City Attorney Reiman, IT Director Goeben, Engineering Technician Cortese, Assistant Public Works Director Helgeson, Wastewater Treatment Facility employees and approximately fifteen members of the public

Others present remotely via Zoom: Two members of the public

2. Proclamations

2.A Native American Heritage Month

Gerald Lewis, Tribal Council Chairman of the Confederated Tribes and Bands of the Yakama Nation read the proclamation. Other members of the Tribal Council spoke and presented a Yakama Nation flag to the City of Ellensburg.

2.B Veterans Day Proclamation

Mayor Elliott read the proclamation.

3. Awards and Recognitions

3.A 2023 Outstanding Treatment Plant Award by Coleman Miller

Ryan Lyyski introduced Coleman Miller with the Department of Ecology, who spoke about the award.

3.B Presentation of Empowering Teams Award to City of Ellensburg Wastewater Treatment Facility Crew by Brian Cortese.

Brian Cortese, PW Engineering Technician, shared information about the project work and presented the award to Wastewater Treatment Facility

employees present; James Luce, Michael Johnson, Chris Holmes, Brian Redlin, Ludwig Zavala, Dan Walker, and Ronnie Cunningham.

4. Approval of Agenda

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

5. Consent Agenda

- 5.A Approve Minutes of October 21, 2024 Regular Meeting
- 5.B Acknowledge Minutes of Boards & Commissions
- 5.C Award Bid Call 2024-05 Electrical Utility On Call Construction Services to Riverline Power LLC
- 5.D Accept the Resignation of Janie Zencak from the Lodging Tax Advisory Committee effective December 1, 2024
- 5.E Memorandum of Understanding (MOU) Authorization between the Mountains to Sound Greenway Trust and the City of Ellensburg to form a collaborative partnership for the Palouse to Cascades Reconnection Project and Bike Access Program
- 5.F Approve November 4, 2024 Voucher Listing

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

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

- William Coleman, Kittitas resident, spoke regarding council response to Initiative 2117
- Joel Ihrke, spoke regarding Ellensburg Family Foundations
- Theresa Plue, County resident, spoke regarding ballot issues discussed by Council at its October 21, 2024 meeting

8. Business Requiring Public Hearings

- 8.A Public Hearing (Legislative) - 2025 Proposed Revenue Sources Including Property Tax Levy Ordinance 4947 (First Reading) (Public Comment Opportunity)

Mayor Elliott opened the public hearing. Jerica Pascoe, Finance Director, presented information in the staff report. Council asked questions of staff.

There were no comments from the public and no further questions from Council. Mayor Elliott closed the Public Hearing.

Councilmember Miller moved to conduct first reading of proposed Ordinance 4947 establishing the Ad Valorem Property Tax Levy for 2025. **Motion Approved 7-0.**

8.B Public Hearing for Preliminary 2025/2026 Biennial Budget (Public Comment Opportunity)

Mayor Elliott opened the public hearing. Heidi Behrends Cerniwey, City Manager, presented information regarding the 2025-2026 Preliminary Budget. Council asked questions of staff.

Pat Kelleher, County resident, spoke regarding proposed tennis courts

With no additional comments from the public and no further questions from Council, Mayor Elliott closed the Public Hearing. No action was required.

8.C Public Hearing (Legislative) to Consider Adoption of Resolution 2024-29, declaring the Ellensburg Airport Incubator Building Surplus to the City's Needs (Public Comment Opportunity)

Mayor Elliott opened the public hearing. Terry Weiner, City Attorney, presented information in the staff report.

Pat Kelleher, County Resident, spoke regarding transfer of the asset to the County

Councilmember Lillquist moved to adopt Resolution 2024-29, declaring as surplus to the City's needs the Ellensburg Airport Incubator Building, amending the Resolution by deleting Section 4. **Motion Approved 6-0 (Palmer abstained).**

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A Third Quarter 2024 Financial Status and Investment Reports (Public Comment Opportunity)

Jerica Pascoe, Finance Director, reviewed the reports with Council.

Councilmember Miller moved to accept the Third Quarter 2024 Financial Status and Investment Reports as presented. **Motion Approved 7-0.**

11.B Council Funded Grant Program – 2025 Grant Awards (Public Comment Opportunity)

Heidi Behrends Cerniwey, City Manager, presented information in the staff report. There was additional information for the Council funded grants included on the dais.

Councilmember Lillquist moved to award recommendations and authorize the 2025 grant funding awards in the amount of \$18,523.54 for the Community Grants, Parks Partnership, Historic Preservation Grants and \$10,000 for Water Quality Grants. **Motion Approved 7-0.**

11.C 2024-2025 Cold Weather Shelter Facilities Contract (Public Comment Opportunity)

Heidi Behrends Cerniwey, City Manager, presented information in the staff report. Council asked questions of staff.

- Teresa Plue, County resident, spoke regarding the contract with Kittitas Valley Event Center
- William Coleman, Kittitas resident, spoke regarding at what facility the shelter is being held
- Pat Kelleher, County resident, spoke regarding the contract with Kittitas Valley Event Center
- Teresa Plue continued her comments regarding the proposed contract with Kittitas Valley Event Center

Councilmember Lillquist moved to authorize the City Manager to sign the contract with Kittitas Valley Event Center leasing space for the 2024-25 Cold Weather Shelter.

Councilmember Lillquist moved to amend the motion to delete section 1F.1 in its entirety from the agreement. **Motion Approved 6-1 (Elliott voted no).**

Vote on the main motion as amended. **Motion Approved 7-0.**

12. Miscellaneous

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

An Executive Session was needed per RCW 42.30.110(1)(i) and was expected to last five minutes. No action would be taken.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Beauchamp attended the Impactful Women lecture at the Kittitas County Museum
- Councilmember Goodloe spoke regarding candidate signage
- Councilmember Lillquist spoke regarding the election
- Councilmember Miller attended the Finance Committee and Ellensburg Academy
- Mayor Elliott attended a Developmental Disability meeting with employment agencies

13. Executive Session

13.A Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency

Council recessed to executive session at 9:42 pm, and was anticipated to last five minutes. No action would be taken.

Council reconvened at 9:47 pm

14. Adjournment

Meeting adjourned at 9:47 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Study Session

Date of Meeting

November 4, 2024

Time of Meeting

6:00 PM

Place of Meeting

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

Study Session

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Assistant City Attorney Reiman, Assistant Finance Director Bassett, Finance Director Pascoe and two members of the public

Others present remotely via Zoom: No members of the public

- A Community Development Fee Schedule
Dan Carlson, Community Development Director, presented information to the Council. Councilmembers asked questions of staff and discussed potential options.

Adjournment

Meeting adjourned at 6:42 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Special Meeting

Date of Meeting

June 13, 2024

Time of Meeting

5:30 PM

Place of Meeting

**Central Washington University
Student Union & Recreation Center Theatre
400 E University Way
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Welcome

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, Joshua Thompson

Kittitas County Commissioners Brett Wachsmith, Laura Osiadacz, and Cory Wright

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, Deputy City Clerk Davison, Community Development Director Carlson, Housing and Grants Administrator Frey, and approximately 110 members of the public

2. Meeting Expectations and Decision-Making Process

Commissioner Wachsmith and Mayor Elliott opened the meeting. Council and the Commissioners decided to keep public comment to 3 minutes.

3. Overview of Sleep Center and Site Analysis Presentation

3.A Sleep Center Overview and Site Analysis

City Manager Behrends Cerniwey presented information in the staff report. Captain Clasen spoke on the appearance of homelessness in Ellensburg, the cold weather shelter, the strain on emergency services and what information other communities had shared with Ellensburg. Kittitas County Sheriff Inspector Whitsett shared statistics from the jail and thanked church volunteers for their service.

City Manager Behrends Cerniwey reported on the Kittitas Valley Ministerial Association's decision not to operate the cold weather shelter in 2024. Brittany Bouchouari from HopeSource presented information on increasing numbers of unsheltered, the causes of homelessness, current resources, myths about homelessness, and an update on the Moses Lake sleep center.

City Manager Behrends Cerniwey discussed the sleep center model and detailed the site possibilities.

3.B Public Comment

- Cheryl Chance, county resident, spoke regarding Seattle sending homeless to other cities and the Johnson v. Grant's Pass case
- Gavin O'Connor, Ellensburg resident, spoke for the need of permanent housing
- Jeff Demetrescu, Ellensburg resident, spoke against the use of the Foursquare Church site
- Ed Slabodan, Ellensburg resident, spoke against the use of the Foursquare Church site
- Jessica Karraker, County resident, spoke regarding the need to participate in local government and the need for a better long-term option
- Louise Demetrescu, Ellensburg resident, spoke against the use of the Foursquare Church site
- Erin Sinclair, Ellensburg resident, spoke regarding the site choices
- Dean Katro, County resident, spoke regarding costs, crime statistics, and alternative options
- Angela Lang, Ellensburg resident, spoke regarding safety concerns and site locations
- Julie Ann Cleman, County resident, spoke about safety concerns and EcoNorthwest
- Jeanine Rodine, County resident, stressed the importance of access to services and being able to transition to something better
- Sarah Norton, County resident, spoke about being a volunteer at the cold weather shelter, the proposed costs, and the time it takes to get into housing
- Logan Denlinger, Ellensburg resident, spoke about the Ellensburg way and the need to look at other options
- Charles Johnson, Ellensburg resident, spoke for the need of a better solution
- Andy Cleman, County resident, spoke against offering services
- Peter Stone, County resident, thanked Council for their due diligence and reminded community members about the need for services
- Michael Karraker, County resident, spoke about being formerly homeless and the need for help and open hearts
- Connie Angly, Ellensburg resident, spoke about the need for infrastructure and potential fear
- Mark Larson, Ellensburg resident, thanked Council and the Commissioners for looking at the problem. He stressed the need to move forward and be engaged
- Barbara Pickett, Ellensburg resident, questioned if the setup of sheds would help
- Pat Kelleher, County resident, spoke regarding a potential site
- Don Pickett, Ellensburg resident, thanked the people present for their participation, expressed concern over drugs, the need for other options
- Brittany Bouchouari, County resident, spoke about the need for housing and providing a temporary solution is humane

- Cassie Waterston, County resident, spoke against the sleep center proposal
- Jessica Cranefield, County resident, asked about what services would be offered and the need for a group effort
- Cody Swallow, Ellensburg resident, spoke about the need to get in front of the problem
- Max Anderson, County resident, spoke via Zoom about the need for a solution and expressed a desire for concrete numbers

3.C City and County Action: Affirm Sleep Center Project
 Commissioner Wright moved to affirm the Sleep Center Project.
 Councilmember Goodloe moved to affirm the Sleep Center Project.

Commissioner Wright spoke in support of the sleep center, the need for tools for law enforcement and for a starting point.

Commissioner Osiadacz expressed the need for local support.

Councilmember Thompson spoke about whether the cost is realistic and requested more information.

Councilmember Palmer thanked those present, spoke about capital costs, the importance of location, and affirmed the need for a sleep center.

Councilmember Beauchamp spoke about the costs of cleanup, what is best for our community, and relayed a story about a homeless encounter at her business.

Councilmember Lillquist spoke about providing something to make things safer and the housing first model.

Councilmember Goodloe spoke about learning about the homeless in the County and having community members staff the sleep center.

Mayor Elliott spoke about the costs of emergency services, recidivism, and the opportunity to take the next step.

Commissioner Wachsmith thanked everyone for their decorum, spoke about the importance of services, and support for the concept of the sleep center with a focus on costs and location.

Commissioner Wachsmith moved the Board of County Commissioners to Approve the Sleep Center Concept. **Motion Approved 3-0**

Mayor Elliott moved the Ellensburg City Council to Approve the Sleep Center Concept. **Motion Approved 5-0**

3.D Refine Site List Under Consideration and Selection of Site

The following actions were taken by the Board of County Commissioners and Ellensburg City Council by consensus:

- Councilmember Lillquist was against leasing site #2, the Foursquare Church. Site #2 was removed from consideration
- Site #3, 701 S Main Street, was removed from consideration due to leasing and protecting limited business locations
- Site #4, Berry Road and Canyon Road, was left on the list for consideration
- Site #5, Highway 97, was left on the list for consideration, but there were concerns about costs and the distance from downtown
- The County and CWU are working on a land use arrangement. Site #6, Helena Avenue & Sycamore Street, was left on the list for consideration
- Site #7, Green Avenue, was removed from consideration due to the capital costs and floodplain concerns
- Site #8, 303 W Tacoma Avenue, was left on the list for consideration despite concerns about the property size

4. Cold Weather Shelter

4.A Update

City Attorney Weiner spoke about the search for temporary solutions for the 2024/2025 winter emergency shelter season.

Commissioner Wright asked law enforcement present what was done before the cold weather shelter was in existence. Mayor Elliott detailed the costs of emergency room visits.

4.B Action Team for 2024 Cold Weather Emergency Shelter Season was formulated

5. Adjournment

The meeting adjourned at 9:02pm.

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: EDE Nutcracker & the Battle for the Key
Contact Person: Kim Rivera Phone Number: 509-859-2287
Banner Hang Dates (Tuesday-Monday): 11/12 - 11/25/2024

☒ 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 through 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: _____

Updated July 15, 2022



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Renewal of Kittitas County Corrections Center Interlocal Agreement
Submitted by: Jim Weed, Captain
Department: Police

Suggested Motion/Action:

Approve execution of Interlocal Agreement between the City of Ellensburg and Kittitas County for the housing of inmates.

Background/Summary:

The current Interlocal Agreement (ILA) for the housing of jail inmates with the County of Kittitas expires on December 31, 2024. The Kittitas County Sheriff's Department has proposed a new replacement Interlocal Agreement to commence on January 1, 2025 and continue through December 31, 2027.

Previous Council Action:

The Council last approved the substantially similar current ILA on January 18, 2022.

Analysis:

The current ILA with Kittitas County is unchanged in form, compared to prior versions, with the exception of the day rate proposal. For the upcoming term, the day rate is quoted at \$110 per day for the entirety of the three-year term. For historical comparison, the current ILA quoted rate is \$69.83 for 2022, \$73.32 for 2023 and \$76.99 for 2024. The day rate increase is largely due to wage, transportation, and operating inflation. Additionally, the contract fee for federal prisoners has been set at \$114 per day, necessitating the movement for other contracts, closer to what the market would support.

Financial Impact:

The new day rate represents a 35% increase in jail housing costs for the upcoming contract period. For historical perspective, the Ellensburg Police Department has spent \$229,452 through the third quarter of 2024. The new rate would have resulted in an additional \$79,458 having been spent on jail fees.

Budget Adjustment: No

Attachments:

1. SHJ24-014 EPD INMATE HOUSING 2025 - ILA

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ELLENSBURG, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON,
FOR THE HOUSING OF INMATES FOR 2025-2027**

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____, 2024 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Ellensburg, Washington, hereinafter referred to as the “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, Kittitas County owns and operates the Kittitas County Jail, located in Ellensburg, Washington; and

WHEREAS, the City, whose law enforcement officers from time to time arrest persons for misdemeanors, gross misdemeanors or felonies, which may result in jailing of the person arrested; and

WHEREAS, the City does not own or operate its own jail and seeks to contract for jail facilities and services from the County for confinement of City prisoners; and

WHEREAS, the County has expressed a willingness to provide jail facilities and services to the City; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), authorizes contracts for jail services made between a county and a city; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement for the Housing of Inmates by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. Governing Law

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

II. Term

This Agreement shall be effective January 1, 2025, and shall extend for a period of three years until midnight, December 31, 2027, subject to earlier termination as provided herein.

III. Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To the City: **Ellensburg Police Department**
100 North Pearl Street
Ellensburg WA, 98926

Primary Contact: **Operations Captain**
Secondary Contact: **Administrative Captain**

To the County of Kittitas: **Kittitas County Jail**
205 W 5th Ave, Ste 1
Ellensburg WA 98926

Primary Contact: **Superintendent Steve Panattoni**

IV. Definitions

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- A. Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.
- B. Inmate Classifications shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of Corrections Jail Classification.
 - i) “Minimum” classification shall apply to those inmates who present a low risk to staff and the community.

- ii) “Medium” classification shall apply to those inmates who present a moderate risk to staff and the community.
 - iii) “Maximum” classification shall apply to those inmates who present a substantial risk to staff and the community.
- C. City Prisoner means a person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Kittitas County Jail (KCJ) or housed by KCJ for a misdemeanor or gross misdemeanor offense that allegedly occurred within the City. Any felony arrests which result in misdemeanor or gross misdemeanor convictions are deemed City prisoners for the purpose of bed days.

V. Criteria for Determining Prisoner Status

For the purposes of this agreement:

- A. City Prisoners being booked into the Kittitas County Jail shall remain the responsibility of the Police Officer of the City and shall not be deemed an inmate of that facility until the City Prisoner is accepted by Jail staff at the time of booking.
- B. Individuals who are arrested by a Police Officer of the City on behalf of another law enforcement agency (outside warrants or agency assists) and no criminal charges are filed for alleged criminal offenses within the City, shall not be deemed a City Prisoner.
- C. Individuals who are arrested by an outside agency on behalf of the City and housed in the Kittitas County Jail solely on charges resulting from an alleged criminal offense having occurred within the City shall be deemed a City Prisoner.

VI. Jail and Medical Services

- A. Inmates deemed City Prisoners for medical purposes shall mean any person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Kittitas County Jail (KCJ) or housed by KCJ for a misdemeanor, gross misdemeanor or felony offense that allegedly occurred within the City. These prisoners shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail. The County will provide or arrange for providing of such medical, psychiatric and dental services. The County will attempt good faith efforts in seeking reimbursement from the City Prisoner. However, except for routine minor medical services provided by the County within the Kittitas County Jail, the City shall ultimately be responsible and pay directly or reimburse the County for any and all costs associated with the delivery of any emergency or necessary medical service provided to City Prisoners. The City shall be responsible for any and all emergent or necessary medical, dental and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.

- B. Medical and mental health services are being enhanced in KCJ, which will help offset many costs for the City in terms of medical bills by reducing the need for outside treatment. These investments should keep outside medical costs lower. We have introduced a full-time mental health counselor and are starting a grant funded medically assisted drug treatment program.
- C. If the County becomes aware that a City Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify the City prior to obtaining said service. If the City is contacted and does not authorize the County to obtain the service, then the City shall, within four (4) hours, pick up the inmate from the County to transport to medical care. Provided, in the case of emergency, the County may notify the City after the service has been provided.
- D. An adequate record of all such services shall be kept by the County for the City's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.
- E. Should medical, psychiatric or dental services require hospitalization, the City agrees to compensate the County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting the duty supervisor at the City prior to the prisoner's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.
- F. In the event a City Prisoner is being held on additional charges from one of the following local jurisdictions, Kittitas County Sheriff's Office, Washington State Patrol, Cle Elum PD, South Cle Elum, Roslyn PD, Kittitas PD, Central Washington University PD, the City's responsibility for medical costs attributable to that prisoner shall be no greater than that of the other jurisdiction(s).
- G. Upon payment to the County by the City for a City Prisoner's health care expense, the County will assign to the City, if requested by the City, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- H. The City agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for City Prisoners and persons arrested by or on behalf of the City, which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses. City responsibility for such medical expenses incurred for persons convicted of felonies will terminate upon that conviction.

VII. Transportation

The County shall be responsible for the transportation of all prisoners outside the courthouse, unless agreed upon otherwise by the parties in a specific instance. The City and County agree to equally support the transportation of female City Prisoners for female specific medical purposes where no female corrections officer is available, and where the City has a female officer available on duty.

VIII. Compensation

- A. The County agrees to accept and house City Prisoners for compensation per prisoner at the daily bed rate of \$110.00 for the years 2025, 2026, and 2027 except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge the City a separate booking fee in addition to such rate. The date of booking into, and the date of release from, the Kittitas County Jail of the City Prisoners, no matter how little time of a twenty-four hour day it constitutes, shall count as one day and shall be billed to the City as a day of custody in the County. In the event a City Prisoner is being held on additional charges from one of the following local jurisdictions: Kittitas County Sheriff's Office, Washington State Patrol, Cle Elum PD, South Cle Elum, Roslyn PD, Kittitas PD, Central Washington University PD, the City's cost for those shared bed days shall be no greater than that of the other jurisdictions.
- B. The rate of compensation for any inmate requiring additional or specialized conditions of incarceration to the extent that they must be placed alone in a single cell designed for double occupancy shall be double the daily rate per day (\$220.00 for the years 2025, 2026, and 2027) KCJ will promptly notify Ellensburg Police Department if an offender is placed alone in such a cell, unless that housing is incidental to moving the offender or for short term disciplinary separation.
 - a. Inmates who pose a heightened risk to themselves or others require special management, including frequent interaction and increased supervision by staff. The safety and security of this facility is dependent on a classification system that identifies inmates who pose a risk to themselves or others. Inmate who pose such a risk must be promptly and appropriately segregated from the general inmate population until such time that they no longer pose a risk. Staff have the ability to promptly segregate these inmates pending further review by supervisors, classification, and medical or mental health staff. Below are the most frequent.
 - i. **Administrative Segregation**- someone who repeatedly harasses or is prone to assault staff or other inmates (non-punitive). The classification team reviews this status every 15 business days to determine if whether their status in administrative segregation is still warranted.
 - ii. **Protective Custody**- a level of custody either requested or required for an inmates protection from others or one who is mentally deficient. Initial requests are immediately granted, however the classification team will

review circumstances to determine threat level and if protective custody status is warranted.

- iii. **Medical Segregation**- Physical separation of an inmate in need of medical isolation determined by medical staff or policy. (scabies, lice, illness, injury, etc) Medical staff determine the length of isolation.
- iv. **Intensive Management Segregation (IMS)**- Separation from the general population as a result of disciplinary action in which the inmate has been found to have committed a rule violation. Does not require single cell housing and is determined based on numerous factors such as degree of rule violation, attitude and demeanor, classification status, and available housing space.

IX. Billing and Billing Dispute Resolution Procedures

- A. The County shall transmit billings to the Chief of Police of the City on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.
- B. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.
- C. Withholding of any amount billed shall constitute a dispute to be resolved as follows:
 - i) The Sheriff, County Prosecuting Attorney, Police Chief and City Attorney or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the City Mayor and the Chair of the Board of County Commissioners for settlement. If not resolved by them within thirty (30) days of referral, the City Mayor and Chair of the Board of County Commissioners may by mutual written consent apply to the Superior Court Judge for appointment of an arbitrator whose decision shall be final and binding on both parties. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.
 - ii) Any amount withheld from a billing, plus interest thereon as set forth in Sec IX (B) determined owed to the County pursuant to the billing dispute resolution procedure described above shall be paid by the City within thirty (30) days of the negotiated resolution, arbitrator's decision or court finding.
- D. Each party may examine the other's books and records to verify charges. If an

examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit, which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.

- E. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).
- F. Unpaid balances over 60 days in arrears may result in cancellation of access to the Jail for booking of non-felony prisoners.
- G. Upon cancellation of this agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanor, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

X. Termination

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.
- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, the City agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, the City shall compensate the County for prisoners housed by the County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated. Upon termination of this agreement, the

City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanors, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

XI. Responsibility for Offender's Custody

It shall be the responsibility of the County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the prisoners' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the County to provide services, treatment, facilities or programs to the City's Prisoners above, beyond or in addition to that which is required by applicable law.

XII. Right of Refusal

The County shall have the right to refuse to accept any prisoner from the City who, in the judgment of the County, has a current medical condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Jail or the reasonable operational capacity limits will be reached or exceeded.

XIII. Indemnification

- A. The County shall defend, indemnify, and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the County, its agents, employees or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights.
- B. The City shall defend, indemnify and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the City, its agents, employees, or officers. Such liability shall include, but is not limited to, false arrest and false imprisonment.
- C. The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-

consultants.

- D. The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

XIV. Entire Contract

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

XV. Modification

This agreement may be modified and amended only in writing and signed by the parties hereto.

XVI. Independent Contractor

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of the City for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

XVII. General Provisions:

- A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.
- B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.
- C. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
- D. Venue. Venue for any lawsuit shall be in the Kittitas County Superior Court.

- E. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- F. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- G. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.
- H. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- I. Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
- J. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

IN WITNESS WHEREOF, the above and foregoing Interlocal Agreement has been executed in duplicate by the Parties hereto and made effective on the day and year first above written:

CITY OF ELLENSBURG

Operations Captain Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**COUNTY OF KITTITAS
BOARD OF COUNTY
COMMISSIONERS**

Brett Wachsmith, Chairman

Laura Osiadacz, Vice-Chairman

Cory Wright, Commissioner

**COUNTY OF KITTITAS
SHERIFF'S OFFICE**

Clay Myers, Sheriff

ATTEST:

☐ Clerk of the Board - Julie Kjorsvik

☐ Deputy Clerk of the Board - Mandy
Buchholz

APPROVED AS TO FORM:

Douglas R. Mitchell,
Deputy Prosecuting Attorney



Meeting Date: November 18, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Amendment 1 to the Agreement for Professional Services between the City of Ellensburg and HopeSource to administer the State Home Electrification and Appliance Rebates (HEAR)

Submitted by: Nichole Baker, Sustainability & Energy Coordinator

Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to sign Amendment 1 to the Interagency Agreement for Professional Services between the City of Ellensburg and HopeSource to administer the State Home Electrification and Appliance Rebates (HEAR) Program for low-income single- and multifamily households with household income of 80% or less of Area Median Income.

Background/Summary:

The State Home Electrification and Appliance Rebates (HEAR) Program Grant provides rebates and incentives for heat pumps, heat pump water heaters, induction stoves, heat pump clothes dryers, and electric service upgrades for new high-efficiency equipment for low- to moderate-income households and small businesses. The City of Ellensburg Public Works and Utilities Department administers the moderate-income single- and multifamily households and small businesses program in-house. The low-income single- and multifamily households program has been administered by HopeSource as the approved subcontractor. The Agreement for Professional Services between the City of Ellensburg and HopeSource was executed on September 4, 2024. Inquiries for the HEAR grant from low-income households exceeded the original agreement's total amount of \$1,500,000; \$1,200,000 allocated for rebates, \$225,000 for administrative fees, and \$75,000 for outreach and education.

Previous Council Action:

On September 3, 2024, Council authorized the City Manager to sign the Interagency Agreement for Professional Services between the City of Ellensburg and HopeSource to administer the State Home Electrification and Appliance Rebates (HEAR) Program for low-income single- and multifamily households with household income of 80% or less of Area Median Income. The Agreement for Professional Services between the City of Ellensburg and HopeSource was executed on September 4, 2024.

Analysis:

The demand to serve low-income households exceeds the September 4, 2024 Agreement for Professional Services between the City of Ellensburg and HopeSource for \$1,500,000 of the grant funded from the Washington State Department of Commerce total available grant funds of \$4,160,788 for the State Home Electrification and Appliance Rebates (HEAR) Program Grant. The proposed amendment is to increase the amount of total compensation

from \$1,500,000 to a maximum sum of \$2,416,288 as follows: increase the amount of administrative fees compensation from \$225,000 to a maximum sum of \$362,443, and to increase the amount for rebates from \$1,200,000 to \$1,978,845.

Financial Impact:

The \$2,416,288 is grant funded from the Washington State Department of Commerce total available grant funds of \$4,160,788 for the State Home Electrification and Appliance Rebates (HEAR) Program Grant program. A budget adjustment was approved at the Council meeting on August 5, 2024, to include the program's \$4,160,788 in grant funds, including up to 15% allowed administrative costs. There is no match required by this program. Washington State Department of Commerce will withhold 2% of the total reimbursable amount until the City of Ellensburg provides the official report/ledger from their general ledger for all expenses claimed for Commerce funding from the program.

Budget Adjustment: No

Attachments:

1. Amendment 1 to HopeSource HEAR Grant Professional Services Agreement

**AMENDMENT 1 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF ELLENSBURG
AND
HopeSource**

THIS FIRST AMENDMENT to the original agreement is made and entered into this _____ day of _____, 2024, by and between THE CITY OF ELLENSBURG, a municipal corporation (hereinafter called the "CITY") and HopeSource (hereinafter called the "AGENCY"), which may be referred hereafter be referred to as a "Party" or together as the "Parties."

WHEREAS, the CITY entered into an AGREEMENT with HopeSource on September 4, 2024, (the AGREEMENT); and

WHEREAS, the CITY desires to amend the AGREEMENT to amend the Payment Section 4.1., Maximum Compensation Section 5.1, and Exhibit C Budget for low-income HEAR Grant Program; and

WHEREAS, Section 2.3. of the Agreement provides that the Scope of Work may be changed by execution of an amendment signed by the parties;

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

I PAYMENT

Section 4.1 of the original Agreement is amended to increase the amount of total compensation from \$1,500,000 to a maximum sum of \$2,416,288, to increase the amount of administrative fees compensation from \$225,000 to a maximum sum of \$362,443, and outreach and education compensation is a lump sum and no longer a 5% rate.

Revise Section 4.1 as follows:

4.1 Payment shall be on the basis of the AGENCY'S administrative costs, outreach and education costs, and the costs for the performance of all things necessary for or incidental to the performance of work under this agreement as set forth in the Exhibit A, Scope of Work. The AGENCY will be paid for the installation cost of eligible installed equipment, administrative fees, and outreach and education, the total not to exceed ~~\$1,500,000~~\$2,416,288. Administrative fees shall not exceed ~~\$225,000~~\$362,443, 15% of the agreement total. Outreach and education shall not exceed ~~\$75,000, 5% of the agreement total.~~

II MAXIMUM COMPENSATION

Section 5.1 of the original Agreement is amended to increase the amount of total compensation from \$1,500,000 to a maximum sum of \$2,416,288, to increase the amount of administrative fees compensation from \$225,000 to a maximum sum of \$362,443, and outreach and education compensation is a lump sum and no longer a 5% rate.

Revise Section 5.1 as follows:

5.1 The AGENCY's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, the installation cost of

eligible installed equipment, administrative fees, and outreach and education shall not exceed ~~\$1,500,000~~ \$2,416,288. Administrative fees shall not exceed ~~\$225,000~~ \$362,443, 15% of the agreement total. Outreach and education shall not exceed \$75,000, ~~5% of the agreement total~~. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

III Exhibit C Budget for low-income HEAR Grant Program

Revise Exhibit C as follows: Rebates budget increase to \$1,978,845 from \$1,200,000. Administrative Costs budget increase to \$362,443 from \$225,000. Outreach and Education budget is a lump sum and no longer a 5% rate.

Funding total for low-income HEAR Grant: Anticipated budget for eligible high-efficiency electric equipment and appliances low-income program.

Low-Income single-family and multifamily HEAR Program				
Client	Rebates	Administrative	Outreach and	
Single-family and Multifamily	Task 1 Scope of Work Guidelines	Costs 15%	Education 5%	
Eligible Households	\$1,200,000 <u>\$1,978,845</u>	\$225,000 <u>\$362,443</u>		<u>\$75,000</u>

Except as modified herein, the original AGREEMENT shall remain in effect.

[remainder of page left blank]

In WITNESS WHEREOF, the parties hereto have executed Amendment 1 to the Agreement as of the date and year first written above.

CITY OF ELLENSBURG	HopeSource
By: _____ Heidi Behrends Cerniwey, City Manager	_____ Print name: _____
Approved as to form: _____ Terry Weiner, City Attorney	Title: _____
Attest: _____ City Clerk	



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approval of Palouse to Cascades Trail Easement with Washington Department of Parks and Recreation
Submitted by: Terry Weiner, City Attorney/Assistant City Manager
Department: City Attorney

Suggested Motion/Action:

Move to authorize the City Manager to sign the Washington State Parks and Recreation Palouse to Cascades State Park Trail Easement Agreement with the City of Ellensburg.

Background/Summary:

The City has been working with the developer of the Foster North Subdivision over the past few years to process its subdivision application. The preliminary plat application, which includes several parcels with a total area of approximately 80.34 acres, was approved by City Council in September 2024. The preliminary plat application was conditioned upon the developer obtaining an easement on behalf of the City from the Washington Parks and Recreation Department for a crossing of the Palouse to Cascades Trail (PTC) since the proposed development will occur on both sides of the trail. There is a similar requirement for obtaining a utility easement trail crossing of the PTC.

Previous Council Action:

City Council approved the Foster North Preliminary Plat on September 4, 2024.

Analysis:

The Washington State Parks and Recreation Commission met on October 10, 2024 and approved the easement. The Commission staff determined consideration for the easement to be \$65,690, and there are several other requirements for construction, maintenance and use of the easement. City staff has worked with the developer's attorney on an agreement, also attached, that requires the developer to directly pay the State for the easement rights as well as indemnify the City for any claims related to construction of the roadway in the easement area crossing the PTC. The agreement also includes insurance requirements that must be maintained for the benefit of the City.

Once the road and utility crossings are completed, the City will be responsible for maintaining the crossings, similar to PTC easement requirements for the crossing on Cora St. south of Ida Nason Elementary School.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. PTC - City of Ellensburg - MLC Laird Easement (WA Parks-Final)
2. Trail Crossing Indemnity Agreement (11-07-24)



**STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION**

Diana Dupuis, Director

**Palouse to Cascade State Park Trail
City of Ellensburg
Easement Agreement # E988501MLC1**

This Easement Agreement (“Agreement”) is made between the State of Washington, acting through the **WASHINGTON STATE PARKS AND RECREATION COMMISSION**, as Grantor (“State”) AND City of Ellensburg, a municipal corporation located in Kittitas County, Washington, (“Grantee”). The date of this Agreement is the date of last signature below (“Effective Date”).

AUTHORITY

The State is acting under those authorities granted to State by RCW 79A.05.070, and Washington State Parks and Recreation Commission action of March 22, 2018, Policy 55-06-1; Less Than Fee Simple Real Estate Transactions and November 21, 2019, Policy 25-07-1; Delegations of Authority for Real Estate Transactions and Services.

The City is acting under those authorities granted to it as non-charter Code City, including its organic and implementing statutes under the Revised Code of Washington; as well as pursuant to the City Council’s adoption of Resolution 2024-25, granting final approval of a preliminary plat for residential development proposed by a private developer (“Developer”) on land adjacent to the Easement Areas.

SEPA

On March 28, 2024, the City of Ellensburg’s Community Development Department issued a State Environmental Policy Act (SEPA) Mitigated Determination of Significance (MDNS) for the proposed Foster North Subdivision. No further action or documentation is required according to the State Environmental Policy Act.

EXHIBIT LIST

Exhibit A – Legal Description of Easement for Public Road Crossing

Exhibit B – Map of Easement Area for Public Road Crossing

Exhibit C – Map of Temporary Construction Easement Area for Public Road Crossing

Exhibit D – Map of Easement Area for Road Crossing Maintenance

Exhibit E – Legal Description of Utility Crossing

Exhibit F – Map of Easement Area for Utility Crossing

Exhibit G – Map of Temporary Construction Easement Area for Utility Crossing

Exhibit H – Inadvertent Discovery Plan

Exhibit I – Additional Provisions

1.0 EASEMENT

The parties agree as follows:

- 1.1 Grant. State hereby grants to Grantee two (2) non-exclusive, non-divisible easements (referred to herein, individually and/or collectively as an “Easement” or the “Easements”) over those certain tracts of land in Kittitas County legally described in Exhibit A – Legal Description of Easement for Public Road Crossing and Exhibit E – Legal Description of Utility Crossing, located approximately as shown on Exhibit B – Map of the Easement Area for Public Road Crossing and Exhibit D – Map of Easement Area for Utility Crossing (such areas being referred to herein, individually and/or collectively as “Easement Area” or “Easement Areas”) for the use(s) set forth in Section 2.1 Permitted Use, and Exhibit I – Additional Provisions and only such use(s) as authorized herein. State hereby grants to Grantee a non-exclusive, non-divisible temporary construction easement legally described as set forth in Exhibits A and E, Legal Description as is reasonably necessary for construction within the Easement Area (“Temporary Easement Area”).
- 1.2 Term. The Easement commences on the Effective Date and is perpetual unless terminated as set forth in this Agreement, except the temporary construction Easement, which terminates upon completion of construction and restoration by Grantee as specified in Section 4.3 Timing and Duration.
- 1.3 Consideration
 - (a) Consideration. Grantee shall pay, or caused to be paid, to State the sum of \$65,690.00 as consideration for the Easements granted by this Agreement; this sum represents the fair market value of the Easement granted by this Agreement as of the Effective Date. Said payment must be remitted by check, money order, wire transfer, or other immediately available funds directly to Grantor prior to the recording of this document in the real property records of Kittitas County, Washington (“Recording”). Failure to pay constitutes a

breach under Paragraph 6.1 below entitling State to termination of this Agreement.

(b) Late Charge for Failure to Pay. Pursuant to RCW 43.17.240, failure to pay any installment or interest payment required in this Agreement will result in a late charge equal to one percent (1%) per month or fraction thereof, that the payment is late. If payment, including any incurred late charges, remain unpaid in whole or in part six months subsequent to Recording, the easement is considered abandoned and Grantee must execute or record an instrument satisfactory to State to vacate this easement, at Grantee's own expense, within fifteen (15) business days upon written request by State.

1.4 Title/Disclaimer. The rights granted in this Agreement are subject to permits, leases, licenses, and easements, if any, previously granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee's intended use.

1.5 City Acceptance for Project Access. The City's execution and the Recording of this document constitutes the City's acceptance of the Easements for the purpose of providing access to the Project as approved by the Ellensburg City Council.

2.0 USE AND MAINTENANCE OF EASEMENT AREA PROHIBITED ACTIVITIES

2.1 Permitted Use. The Easement granted by this Agreement is for the purpose of a perpetual easement and temporary construction easement for one (1) public road crossing to be established by the Project for the new road known as "Buckaroo Drive" and a perpetual easement and temporary construction easement for one (1) utility crossing for underground utilities at Helena Avenue and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using Easement Area as defined and provided herein ("Facilities"), subject to Grantee obtaining and at all times possessing all applicable federal, state, and local permits. Any changes outside of the permitted use will require a written amendment.

a). Constructing. The act to build, erect, or devise using specified materials as per an approved plan by State. Grantee must notify the State Parks Area Manager as provided in Section 7.7 (Notices and Submittals) of this Agreement prior to any construction.

b). Installing. The installation of particular or specified items for the purposes of construction as outlined in this Agreement and an approved plan reviewed by State.

c). Operating. Grantee is allowed to operate or perform as necessary in the normal day-to-day capacity within the terms outlined and granted in the Agreement.

- d). **Maintaining.** All maintenance activities are conducted at Grantee's sole expense. Maintenance that may impact use of the Palouse to Cascades State Park Trail shall be completed on a schedule and written notification shall be transmitted to the State Park Area Manager two (2) weeks prior to conducting maintenance. Whether a maintenance activity impacts use of the Trail is determined at State's sole discretion and deemed so upon written notice by State to Grantee. For all other maintenance activities (e.g., replacing signage, sweeping, asphalt repair, etc.), Grantee shall provide as much advance notice as feasible, but no less than 48 hours, to the State Park Area Manager before conducting such maintenance activities.
- e). **Repairing.** Grantee is allowed to mend, patch, or rebuild any damaged or defective components used to construct in the original granted purposes outlined in this Agreement. Prior to making any repairs, plans of the proposed repairs shall be transmitted to the State Park Area Manager as provided in Section 7.7 prior to any repairs taking place.
- f). **Replacing.** Grantee may replace or substitute one item for another item, "like for like." If this item is outside of the permitted use, it will require a written amendment to the Agreement prior to any replacement. Any proposed amendment must be submitted to the State Park Area Manager and the Real Estate Department as provided in Section 7.7 for State's review and consideration.
- g.) **Using.** The permitted use and use area as outlined in this Easement Agreement.

2.2 **Grantee's Use and Activities.** Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct, or endanger the public or State's operations or Facilities.

2.3 **Unauthorized Improvements.** Any improvements not included in the original permitted use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination of this Agreement. Improvements placed within the Easement Area without State's prior written consent immediately become the property of State or, at State's option, must be removed by Grantee at Grantee's sole cost.

2.4 **Monitoring.** Grantee shall test and monitor the Facilities as required by the appropriate regulatory authority or by State. Grantee shall provide test results to State at State's request. State reserves the right to perform testing at any time on any portion of the Facilities.

- 2.5 Waste; Appearance and Condition of the Easement Area. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area. Grantee shall keep the Easement Area in a neat, clean, sanitary, and safe condition, and shall keep the Easement Area, the Facilities, and all items installed by Grantee in or on the Easement Area or Facilities in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse, and waste material on the Easement Area so as not to constitute a nuisance, in adequately covered containers that are not visible to the public.
- 2.6 Hazardous Substances. Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutant in or on the Easement Area. The term "hazardous substance" means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of any hazardous substance or other pollutant occurs in, on, under, adjacent to, or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup must be performed in a manner approved in advance in writing by State, except in emergency situations, when Grantee may take reasonable and appropriate actions without advance approval.
- 2.7 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.
- 2.8 Timber and Vegetation Removal. Except as required by Section 2.9 (Weed Control), no timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth belongs to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State must be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition and replace any such timber or vegetation to State's reasonable satisfaction.

- 2.9 Weed Control. Grantee shall, at its own cost, control all noxious weeds on the Easement Area. Such weed control must comply with county noxious weed control board rules established under RCW17.10. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control must be approved in writing by State prior to beginning weed control activities. Aerial spraying is not permitted.
- 2.10 Damage. Grantee, when exercising the rights granted by this Agreement, shall repair or cause to be repaired, at its sole cost, all damage to improvements on State lands occasioned by Grantee that is in excess of that which it would cause through normal and prudent exercise of such rights.
- 2.11 Response to an Emergency. For the purposes of this Agreement, "Emergency" is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, natural resources, or essential public services. Nothing in this Agreement prevents Grantee from responding to a bona fide Emergency relating to its Easement Area, provided Grantee immediately provides notice to State of its emergency response through the emergency notification process provide herein ("Emergency Notification"). Any emergency work outside of the Easement Area will require prior approval from the Area Manager through Emergency Notification. The Emergency Notification process is as follows: As early as practicable, Grantee shall notify the State Park Area Manager, as provided in Section 7.7, by phone or text message if not reachable via phone, with nature of emergency, and followed by written notification to the Real Estate Department by electronic mail at LandAgreements@parks.wa.gov.
- 2.12 Use of Roads. The speed limit within the park is 10 m.p.h. Trail users have right of way over motorized vehicles at all times.
- 2.13 Road Maintenance and Repair. The road will be maintained to City of Ellensburg standards. State reserves the right to control priority of road use and maintenance by it and others.

Grantee shall, at its sole expense, repair damage to any road used under this Agreement that is in excess of that which results through normal and prudent use of the road. If damage is caused by an unauthorized user, then the cost of repair will be treated as ordinary maintenance and handled as set forth above.

- 2.14 Tree Removal. No trees are to be cut or removed from State's property without prior written approval of State according to the policies of the Washington State Parks and Recreation Commission or as described in Grantee's plans.
- 2.15 Requests for Tree Removals. Requests for removal of trees within the permitted use area will be considered on a case-by-case basis. All tree work will be

performed by qualified contractors and adhere to all applicable laws and regulations, agency policy, and ANSI A300 Pruning Standards at the determination of State.

- 2.16 Tree removals within Agreement Area. Unless otherwise explicitly stated for the use area, the Grantee must obtain agency approval prior to tree removal. Grantee must adhere to agency policies and procedures for removal of significant trees. (living or dead standing trees over 10” at breast height).
- 2.17 Hazardous Tree Removal. Hazardous tree removal must be approved by the agency prior to removal, unless the tree poses an imminent threat to life or property or if the target area cannot be closed, or the target area relocated. Any hazardous tree removal must meet the agency definition of an emergency tree and follow the agency emergency tree removal procedure.
- 2.18 Non-Emergency Tree Removal. All non-hazardous tree removal must be requested in writing and demonstrate the necessity to perform the function for which the Agreement was intended. Grantee must follow State Parks’ non-emergency significant tree removal review and approval process.
- 2.19 Right to Timber. State retains its right to all standing timber and dispensation of any merchantable timber removed with the Agreement area. Grantee will compensate State Parks personnel at real market value determined at the time of sale.

3.0 RESERVATIONS

- 3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon (including timber) and the right of use for any purpose including: the right to remove resources within the Easement Area; the right at all times to cross the Easement Area at any place on grade or otherwise; the right to use, maintain, patrol, reconstruct, or repair the Easement Area; the right to erect fences on, over, or across the Easement Area, or any part thereof; and the right to occupy the Easement Area with State’s facilities and equipment so long as the exercise of any such right by State does not unreasonably interfere with Grantee’s rights granted by this Agreement.

State at all times retains control of park gates, roads, and lands. State may grant to third parties any and all rights reserved to State, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with Grantee’s rights granted by this Agreement. In the event State elects to exercise any right reserved under this Agreement, including granting to third parties any right reserved under this Agreement, State shall give written notice to Grantee.

- 3.2 Use of Area by State. (a) State is using or may use the Easement Area and adjoining park property for recreational park purposes; (b) new park facilities may

be constructed in addition to or in replacement of already existing facilities; and (c) construction of new facilities may require the installation of roads and other fixtures or improvements over, upon, across, or under the Easement Area and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing in this Agreement prevents or precludes State from undertaking construction, installation, and use of the Easement Area or adjoining park property. State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area or adjoining park property, or State's facilities on the Easement Area or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State is not liable to Grantee for any increased cost to Grantee of maintenance, repair, or replacement of its Facilities due to State's use and development of the property.

- 3.3 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety, and welfare, including temporarily closing or otherwise restricting Grantee's use of the Easement Area. Grantee shall have no recourse against State for any losses incurred as a result of State's taking such emergency action.

4.0 CONSTRUCTION

- 4.1 Payment in Full Required. No construction of any kind may take place within the Easement Area until Consideration required in Paragraph 1.3 has been received by State in full.
- 4.2 Plan of Development. At least 30 days prior to any construction of the Facilities, or any other construction, including reconstruction, Grantee shall submit a completed Plan of Development to State for its written approval and verification by State Parks Region Planner. State's approval will be contingent upon acceptance of the Plan of Development by the applicable permitting authorities. The Plan of Development must include the following:
- a) Map showing areas where the construction is to occur, file reference #E988501MLC1, location of Facilities, and location of utility and other Easements;
 - b) Land clearing, leveling, and erosion control plans;
 - c) Facilities Specifications, including specific physical characteristics, technical specifications, and components of the Facilities;

- d) Schedule of completion dates for the Facilities components; and
- e) Detailed description of activities to be conducted in the Easement Area.

No construction of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement imposes any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of Development or to ascertain whether Grantee's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete construction, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

- 4.3 Facilities Specifications. Grantee shall so place, protect, and bury the Facilities as to allow the unobstructed movement of persons, equipment, and materials across the surface of the Easement Area and shall install the Facilities at such depth as to not interfere with State's normal and usual use of the Easement Area. Grantee shall bury the Facilities, and Grantee shall mark the location of the buried Facilities as required by the applicable regulatory and permitting authorities or as directed by State. Grantee shall mark the location of the buried Facilities as directed by State and install signs that identify the Facilities as buried and identified utilities and that identify Grantee as the owner of the Facilities.

If Grantee fails to place or bury the Facilities according to the Facilities Specifications or as otherwise approved in writing by State, Grantee shall hold State harmless from any and all damage to the Facilities. Further, Grantee shall indemnify State against all claims or liabilities resulting directly or indirectly from Grantee's failure to properly place or bury the Facilities per the Facilities Specifications and other requirements contained in this Agreement. State may require Grantee to relocate the Facilities in the event that the Facilities interfere with State's use of the park.

State reserves the right to inspect the open trench during construction to ensure compliance with the Plan of Development, permits, and Facilities Specifications. Grantee shall take precautionary measures necessary to ensure the safety of park staff and visitors during construction.

- 4.4 Timing and Duration. Except in the event of an emergency or with State's prior written approval, construction access is confined to daylight hours on weekdays;

construction access on weekends and holidays is strictly prohibited. State reserves the right to further condition, limit, or restrict the timing and duration of Grantee's construction activities at State's sole discretion.

- 4.5 Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction must be adequately referenced and replaced in accordance with all applicable laws of the state of Washington, including but not limited to RCW 58.24 and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's sole cost.
- 4.6 As-Built Survey. Upon State's request, Grantee shall promptly provide State with as-built drawings and a GPS survey showing the location of the Facilities on the Easement Area. Said survey must be based on either the decimal degree or NAD 83 Washington State Plane South coordinate system and must be formatted as an ArcGIS shapefile of points.
- 4.7 Work Standards. Grantee shall perform all work in accordance with the Plan of Development submitted to and approved by State, and Grantee shall complete all work in a careful and workmanlike manner to State's satisfaction, free of claims or liens.
- 4.8 Inspectors. State may appoint one or more representatives to serve as inspectors to oversee work performed by Grantee in the Easement Area. Grantee shall not carry out any work unless it has given such notice thereof as State has requested so as to allow for the presence of State's inspectors. Grantee and its contractors and subcontractors shall promptly and fully comply with all orders and directions of State's inspectors, including without limitation, cessation of work, and Grantee's construction contracts must so provide. Grantee shall promptly pay State's charge for such inspectors, including salary, lodging, and travel expenses.
- 4.9 Archaeology and Cultural Resource Compliance. All construction and maintenance projects should be reviewed by State Parks archaeologists per [RCW 27.53.080](#) prior to any ground disturbance and are subject to all applicable cultural resource regulations and laws (e.g., Governor Executive Order ([GEO 21-02](#)), [Section 106 of the National Historic Preservation Act of 1966 \(NHPA\)](#), [RCW 27.53](#), [SEPA](#), etc.).

Per [RCW 27.53.080](#), cultural resource investigations are to be carried out by a [SOI qualified archaeologist](#) and **only after** appropriate agreement has been made between the professional archaeologist (in contract with the applicant) and the State. A copy of such agreement shall be filed with the State.

If ground disturbing activities encounter human skeletal remains during construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides written notice to proceed.

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. Refer to Exhibit H – Inadvertent Discovery Plan (IDP) for contact information.

The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the [Department of Archeology and Historic Preservation \(DAHP\)](#) who will then take jurisdiction over the remains. [DAHP](#) will notify any appropriate cemeteries and all affected tribes of the found remains.

In the event cultural (archaeological) resources are found or unearthed during any work allowed by this Easement the Grantee shall comply with provisions of [Chapter 27.44 RCW](#), [Chapter 27.53 RCW](#), and the rules and regulations of [DAHP](#), including compliance with all archaeological excavation permit requirements.

If cultural resources are discovered, Grantee shall cease work immediately and contact State Parks' Archaeology Program Manager at the following email: Archaeology@parks.wa.gov.

- 4.10 Restoration. Upon completion of construction authorized under this Agreement, and upon completion of any subsequent work performed by Grantee, Grantee shall remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it was at the commencement of work and shall remove any and all equipment and materials used in the construction.

5.0 INSURANCE

- 5.1 Insurance. At its own expense, Grantee shall procure and maintain during the term of this Agreement, and require its contractors, subcontractors, or other permittees to procure and maintain while operating on the Easement Area the insurance described below. All insurance requirements under this section applicable to Grantee shall be fulfilled by the Grantee's membership and coverage in WCIA, a self-insured municipal insurance pool. Grantee must nevertheless require its contractors, subcontractors, or other permittees to procure and maintain the insurance described below while operating on the Easement Area. Any such insurance must be purchased on an occurrence basis and issued by a carrier admitted by the Insurance Commissioner to do business in the state of Washington.

Commercial General Liability. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent with minimum limits as set out below covering liability arising from premises, operations, independent contractors, personal injury, products completed, and liability assumed under an insured contract. In the event that Grantee is self-insured, Grantee shall send a letter, signed by a person with appropriate authority to obligate Grantee, to State obligating Grantee’s self-insurance fund to the responsibilities set forth in this Agreement.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

Business Auto Policy (BAP). Insurance written on an ISO CG0001 form or equivalent providing Bodily Injury and Property Damage Liability coverage for all owned, hired, or non-owned vehicles assigned to, or used in, the performance of this Agreement for a combined single limit of not less than \$1,000,000 each occurrence.

Physical Property Damage Insurance. Insurance covering all real and personal property located on or constituting a part of the Easement Area in an amount equal to at least one hundred percent (100%) of the replacement value of all improvements on the Easement Area (regardless of ownership). Grantee may obtain such insurance on an “Agreed Value” basis. Such insurance may have commercially reasonable deductibles. Any co-insurance provisions of the policy will be endorsed to be eliminated or waived.

Employer’s Liability (“Stop Gap”) Insurance. Grantee shall purchase and maintain Employer’s Liability or “Stop Gap” Insurance including liability coverage with limits not less than those specified below. Grantee waives immunity under Title 51 RCW to the extent required by this clause. Insurance must include liability coverage with limits not less than those specified below:

Each Employee Policy Limit		
Bodily Injury	<u>By Accident</u>	<u>By Disease</u>
	\$1,000,000	\$1,000,000

Worker’s Compensation Insurance. The State of Washington Worker’s Compensation coverage, as applicable, with respect to any work by Grantee’s employees on or about the Easement Area or Facilities

Builder’s Risk Insurance. Contingent liability and builder’s risk insurance in an amount reasonably satisfactory to State during construction, replacement, or material alteration of the Easement Area or improvements on the Easement Area. Coverage shall be in place until the work is completed, and evidence of completion is provided to State.

Environmental/Pollution Liability. Grantee shall purchase and maintain liability insurance to cover any environmental/pollution liability associated with the operation of the Facilities including, but not limited to, liability arising on account of water pollution or hazardous substances described in this Agreement. Such

insurance must include liability coverage with limits not less than those specified below:

General Aggregate Limit	\$2,000,000
Each Claim/Occurrence Limit	\$1,000,000

6.0 TERMINATION

- 6.1 Termination for Breach. If Grantee breaches any provision of this Agreement, State may terminate this Agreement after Grantee, or its successor(s) in interest, have been given 30 days' written notice of the breach and (1) the breach has not been corrected within such time; or (2) if the breach cannot be reasonably corrected within such 30-day period, Grantee has not commenced correction and continued correction with reasonable diligence.

The occurrence of any of the following events is a breach that allows immediate termination of this Agreement (30 days' written notice not required): if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof takes possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or under this Agreement, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

- 6.2 Termination for Non-Use. In the event that Grantee does not commence use of the Easement Area within a period of three (3) years following the Effective Date, this Agreement terminates. However, an extension of time may be granted upon written request prior to the expiration date of the three-year period and upon such additional terms and conditions as State may specify, including modification of the consideration due State, which may include additional charges for administrative costs and appreciation of land and valuable material.

If Grantee ceases to use the Easement Area for a period of three (3) years, this Agreement terminates.

Notwithstanding the foregoing, the recording of a final plat for the Project showing the project taking access over the Easement Area shall be deemed to be active use of the Easement for purposes of this Section.

- 6.3 Effect of Termination. In the event that this Agreement is terminated for any reason, Grantee's rights within the Easement Area immediately revert to State, and the Easement Area will be freed from the Easement as fully and completely

as if this Agreement had not been entered into. Upon termination, all Facilities on the Easement Area are forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State has any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination continue until fully performed. The failure of State to exercise any right at any time will not waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee does not relieve Grantee of its obligations under this Agreement.

- 6.4 Removal of Improvements and Equipment. All Facilities that remain on the Easement Area 60 days from the termination of this Agreement become the property of State and become a part of the land upon which they are located; provided, however, that any time within 60 days after the termination of this Agreement, Grantee is entitled to remove the Facilities; or, State may require Grantee to remove the Facilities, at Grantee's cost. All tools, equipment, and other property not permanently affixed upon the land by Grantee remain Grantee's property. Grantee shall, within 60 days after termination of this Agreement, remove all such tools, equipment, and other property not permanently affixed upon the land.

7.0 GENERAL TERMS AND CONDITIONS

- 7.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county, and municipal laws, ordinances, and regulations in effect for the design, construction, maintenance, operation, or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole cost.

In addition to complying with those laws of the State of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., that State deems necessary for prevention and suppression of fire resulting from construction operations.

- 7.2 Ownership and Maintenance of Facilities. The Facilities authorized in this Agreement must be continuously owned and maintained by Grantee at Grantee's sole expense.
- 7.3 Successors. The rights and obligations of the parties inure to the benefit of and be binding upon their respective successors and assigns.
- 7.4 Indemnity. Grantee shall indemnify State for any and all liability or loss, including costs and reasonable attorneys' fees incurred by State in defense thereof, arising from acts or omissions of Grantee, or Grantee's employees, agents, or contractors, in the exercise of the rights granted in this Agreement. However,

Grantee is not required to indemnify State for liability or losses arising out of bodily injury to persons or damage to property caused by the sole negligence of State or State's employees or agents. If the liabilities or losses are caused by the concurrent negligence of Grantee, or Grantee's employees, agents, or contractors, and State or State's employees or agents, Grantee shall indemnify State only to the extent of the negligence of Grantee or Grantee's employees, agents, or contractors.

- 7.5 Attorney Fees. In the event State is required to incur attorney fees and costs to enforce Grantee's obligations under this Agreement, in addition to any other relief to which State may be entitled, Grantee shall pay to State its costs and reasonable attorney fees.
- 7.6 Venue and Governing Law. Venue for any action related to this Agreement is in Thurston County Superior Court. The laws of the State of Washington govern any dispute and the interpretation of this Agreement.
- 7.7 Notices and Submittals. All notices, demands, and requests required under this Agreement must be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this section are sufficiently given for purposes of this Agreement three days after such notice, demand, or request is mailed. When a notice, demand, or request is mailed by State, it is considered mailed on the date transferred to State's Consolidated Mail Services.

All notices, demands, or requests sent to State shall refer to file #E988501MLC1 in the subject line.

Notices required to be in writing under this permit must be given as follows:

If to State:
Washington State Parks & Recreation
Commission
Real Estate Program
P.O. Box 42650
Olympia, WA 98504-2650
(360) 902-8500

With Copy to:
Central Cascades Area Manager
921 N. Ferguson Rd.
PO Box 839
Ellensburg WA 98926
(509) 968-5298

If to Grantee:
Terry Weiner
Assistant City Manager/City Attorney
City of Ellensburg
501 North Anderson Street
Ellensburg, WA 98926
(509) 962-7259

With a Copy for Developer, attn to:
Kelly Foster
MLC Laird Holdings, LLC
1916 126th Avenue
Bellevue WA 98005
kelly@mlclaird.com

John.ernster@parks.wa.gov

Clayton Graham
Davis Wright Tremaine, LLC
920 5th Ave., Suite 3300
Seattle, WA 98104
(206) 757-8052
claytongraham@dwt.com

Shawn A. Milligan
MLC Laird Holdings, LLC
2323 S Bascom Ave., Suite 150 A
Campbell, CA 95008
408-838-8655
Shawn@milliganlandcompany.com

- 7.8 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement will be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics, and strikes.
- 7.9 Amendments. Any amendments to this Agreement or the attached exhibits must be made in writing, executed by the parties, and neither State nor Grantee shall be bound by verbal or implied Agreements.
- 7.10 Discrimination. Grantee shall not unlawfully discriminate against any person on the basis of race, color, creed, religion, sex, sexual orientation, age, or physical or mental disability or allow any such discrimination by Grantee's employees, agents, representatives, or contractors.
- 7.11 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired and must be given a fair and reasonable interpretation in accordance with the words of this Agreement, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 7.12 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement may be construed as depriving State of the right to insist upon strict performance of that provision or any other provision in the future. No waiver by State of any provision of this Agreement is made unless made in writing, signed by State.
- 7.13 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee. In addition to the remedies provided in this Agreement, State is entitled to restraint by injunction of the violation, or

attempted or threatened violation, of any of the terms and conditions of this Agreement.

- 7.14 Severability. If any term of this Agreement is found to be to any extent invalid or unenforceable, the remainder of this Agreement, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 7.15 Recording. Upon full execution, Grantee shall promptly record this Agreement in Kittitas County and shall provide a copy of the recorded Agreement to State

[Signatures and acknowledgements appear on following pages.]

EXECUTED as of the date hereinbelow set forth.

GRANTEE

By _____

Name _____

Title _____

Date: _____

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By _____
Heather Saunders, Director of Parks
Development, By Delegations of Authority
September 16, 2013, revised November 6,
2013.

Date: _____

APPROVED AS TO FORM

ROBERT W. FERGUSON
WASHINGTON STATE ATTORNEY GENERAL

BY _____
Andy Woo, Assistant Attorney General
Date: December 23, 2022

GRANTEE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of _____ that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument.

WITNESS my hand and official seal this ____ day of _____, 20__.

Notary Public in and for the State of Washington
residing at _____
My commission expires _____

**WASHINGTON STATE PARKS & RECREATION COMMISSION
ACKNOWLEDGMENT**

STATE OF WASHINGTON)
) ss.
County of THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

_____ to me

known to be the _____ of the

Washington State Parks and Recreation Commission that executed the foregoing instrument

and acknowledged the said instrument to be the free and voluntary act and deed of said

Commission, for the uses and purposes therein mentioned, and on oath stated that

_____ was authorized to execute the said instrument.

WITNESS my hand and official seal this ____ day of _____, 20__.

Notary Public in and for the State of Washington

residing at _____

My commission expires _____

EXHIBIT LIST

Exhibit A – Legal Description of Easement for Public Road Crossing

Exhibit B – Map of Easement Area for Public Road Crossing

Exhibit C – Map of Temporary Construction Easement Area for Public Road Crossing

Exhibit D – Map of Easement Area for Road Crossing Maintenance

Exhibit E – Legal Description of Utility Crossing

Exhibit F – Map of Easement Area for Utility Crossing

Exhibit G – Map of Temporary Construction Easement Area for Utility Crossing

Exhibit H – Inadvertent Discovery Plan

Exhibit I – Additional Provisions

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT FOR PUBLIC ROAD CROSSING

All that certain real property situate in the Southwest One-Quarter and Southeast One-Quarter of the Southeast One-Quarter of Section 27, Township 18 North, Range 18 East, Willamette Meridian, City of Ellensburg, County of Kittitas, State of Washington, and more particularly described as follows:

Those portions of John Wayne Trail (Chicago, Milwaukee & St. Paul RY. CO.), being 20 feet wide each, adjoining northwesterly and southeasterly to the following described area:

COMMENCING at the Southwest corner of said Southeast One-Quarter, a found Railroad Spike with "+", from which the Southeast corner of said Southeast One-Quarter bears South 89°50'06" East a distance of 2647.38 feet to a found 3/4" Pipe;

Thence North 62°36'11" East a distance of 1352.01 feet, more or less, to the southwesterly line of John Wayne Trail (Chicago, Milwaukee & St. Paul RY. CO.) and the **TRUE POINT OF BEGINNING**;

Thence leaving said southwesterly line North 38°14'22" East a distance of 100.00 feet to the northeasterly line of said John Wayne Trail;

Thence South 51°47'19" East along said northeasterly line a distance of 120.00 feet;

Thence leaving said northeasterly line South 38°14'22" West a distance of 100.00 feet to said southwesterly line;

Thence North 51°47'19" West along said southwesterly line a distance of 120.00 feet to the **TRUE POINT OF BEGINNING**.

Contains 4,000 square feet, more or less.

As depicted on Exhibit 'B'.



MAP OF EASEMENT AREA FOR PUBLIC ROAD CROSSING

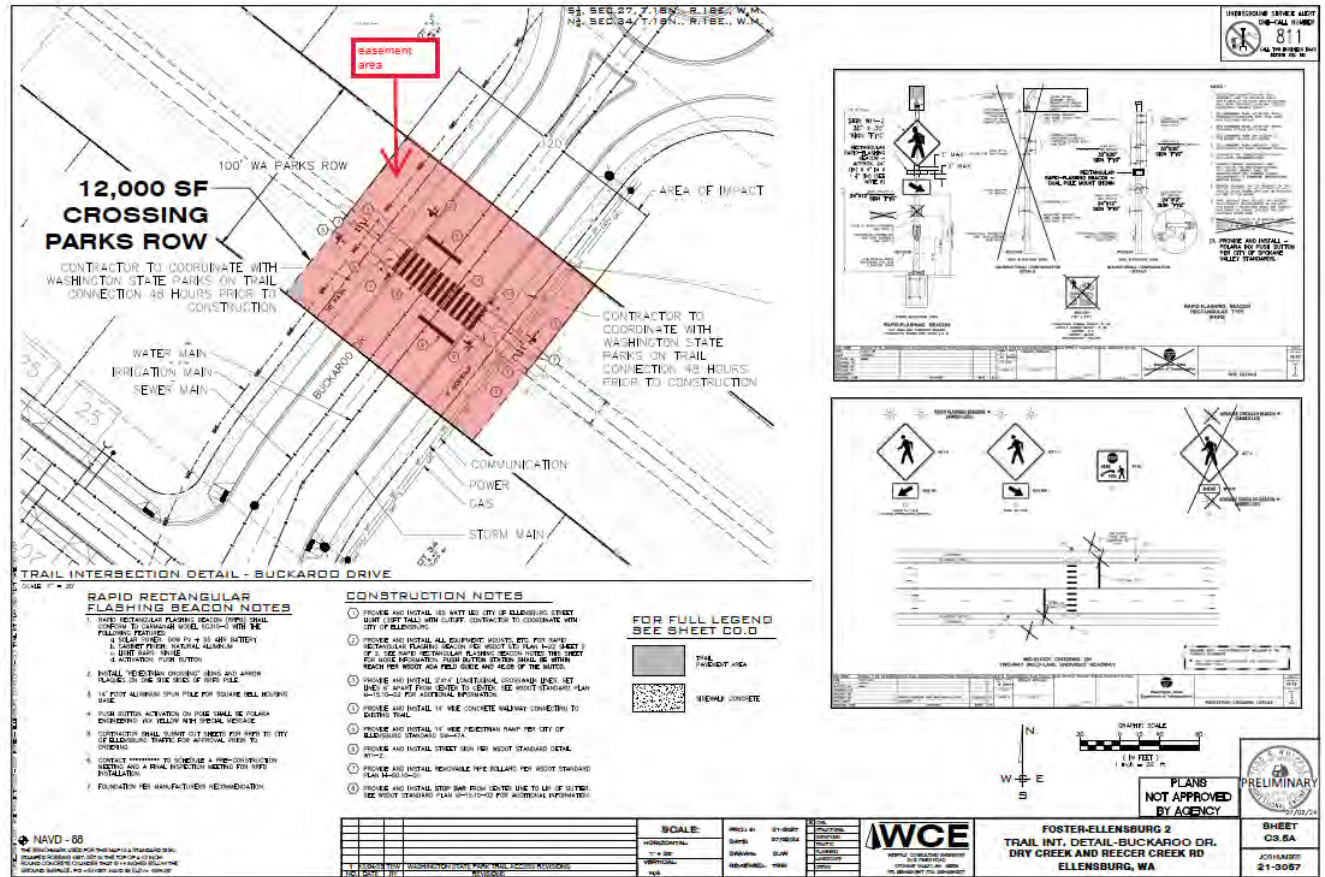


EXHIBIT C

MAP OF TEMPORARY CONSTRUCTION EASEMENT AREA FOR PUBLIC ROAD CROSSING

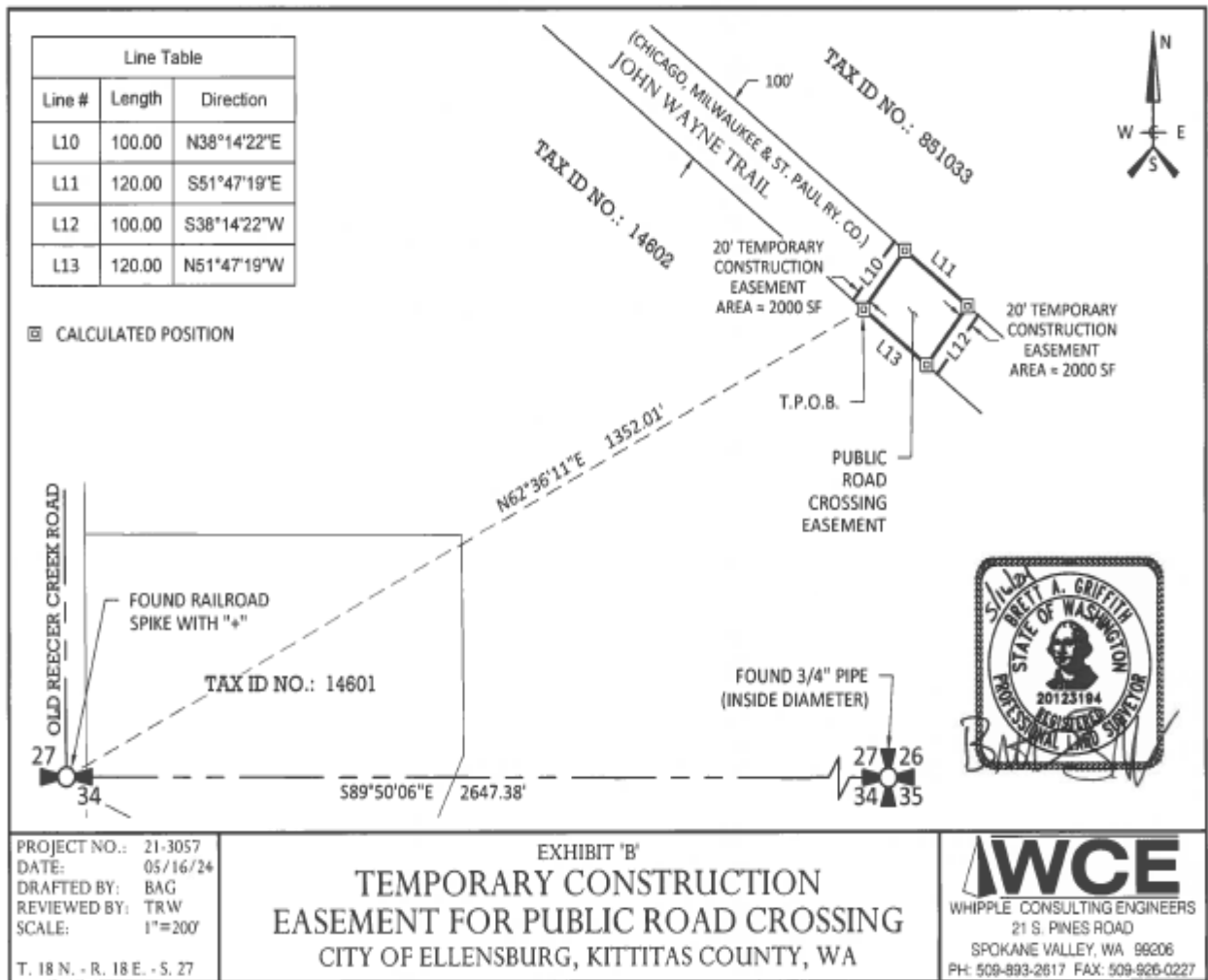


EXHIBIT D

MAP OF EASEMENT AREA FOR ROAD CROSSING MAINTENANCE

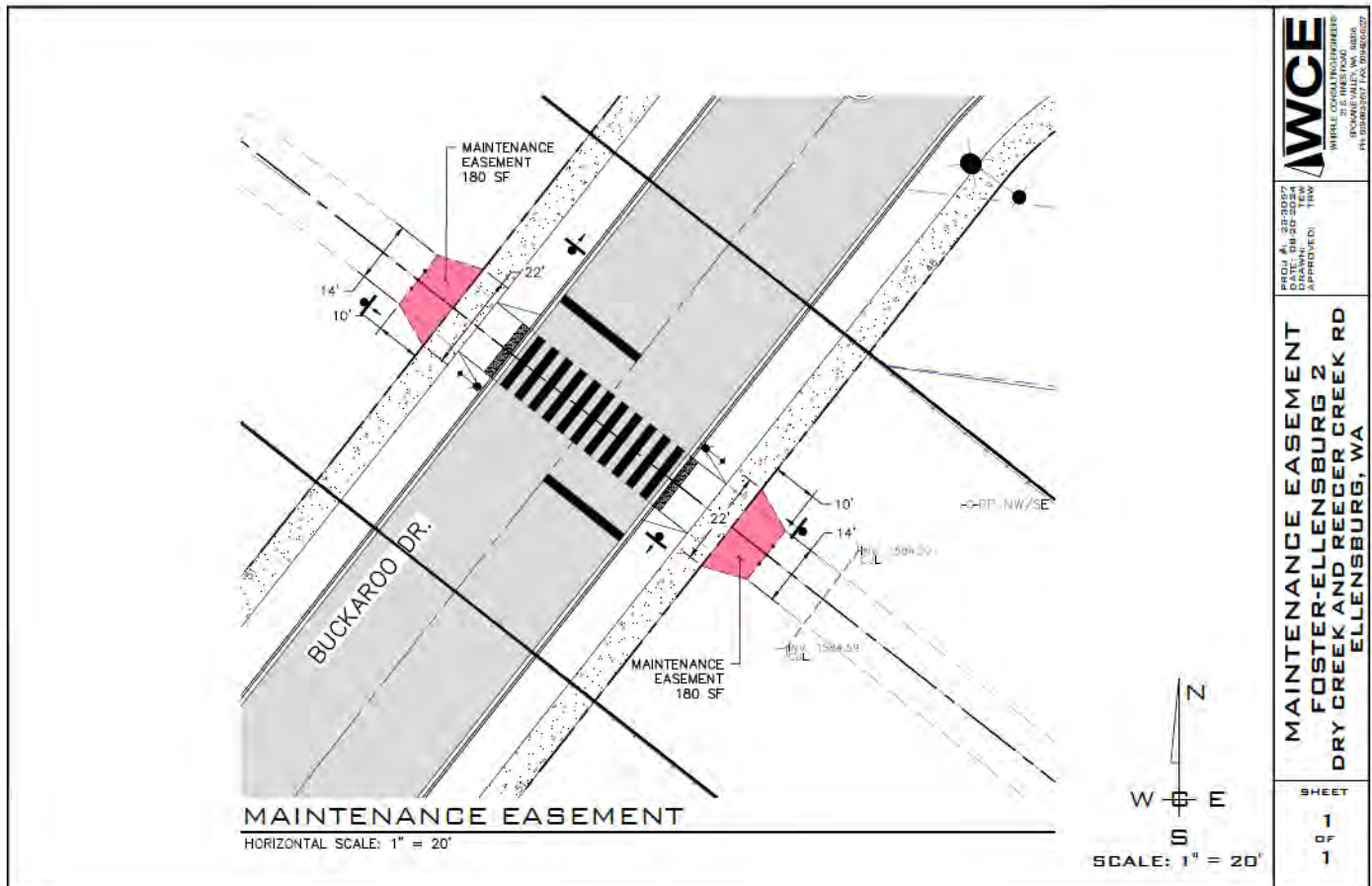


EXHIBIT E

LEGAL DESCRIPTION OF UTILITY CROSSING

All that certain real property situate in the Southeast One-Quarter of the Southeast One-Quarter of Section 27, Township 18 North, Range 18 East, Willamette Meridian, City of Ellensburg, County of Kittitas, State of Washington, and more particularly described as follows:

Those portions of John Wayne Trail (Chicago, Milwaukee & St. Paul RY. CO.), being 20 feet wide each, adjoining northwesterly and southeasterly to the following described area:

COMMENCING at the Southeast corner of said Southeast One-Quarter, a found 3/4" Pipe, from which the Southwest corner of said Southeast One-Quarter bears North 89°50'06" West a distance of 2647.38 feet to a found Railroad Spike with "+";

Thence North 72°23'47" West a distance of 853.06 feet, more or less, to the northeasterly line of John Wayne Trail (Chicago, Milwaukee & St. Paul RY. CO.) and the **TRUE POINT OF BEGINNING** of this description;

Thence South 51°47'19" East along said northeasterly line a distance of 20.00 feet;

Thence leaving said northeasterly line South 38°12'41" West a distance of 100.00 feet to the southwesterly line of said John Wayne Trail;

Thence North 51°47'19" West along said southwesterly line a distance of 20.00 feet;

Thence leaving said southwesterly line North 38°12'41" East a distance of 100.00 feet to said northeasterly line and the **TRUE POINT OF BEGINNING**.

Contains 4,000 square feet, more or less.

As depicted on Exhibit 'B'.



EXHIBIT F

MAP OF EASEMENT AREA FOR UTILITY CROSSING

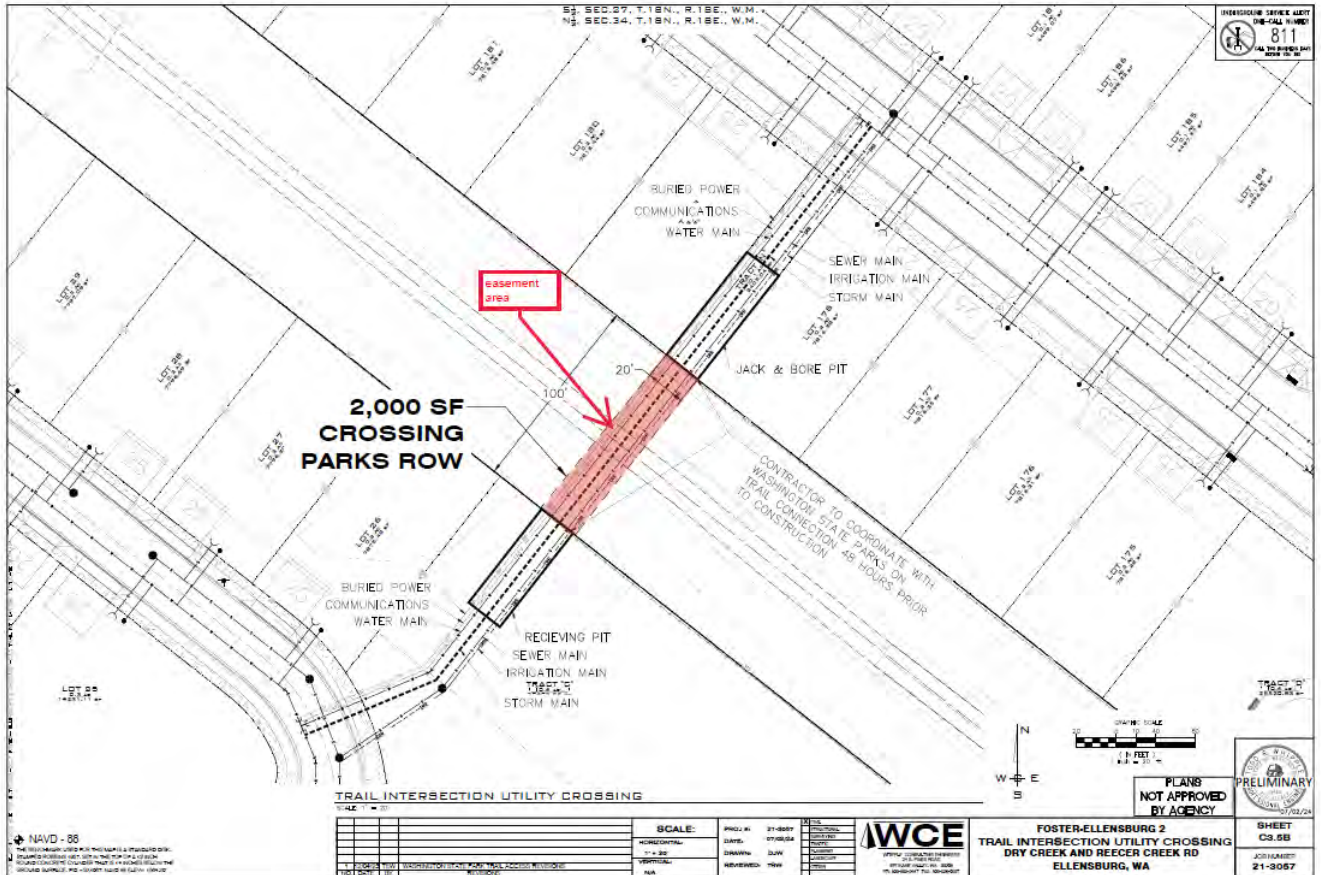


EXHIBIT G

MAP OF TEMPORARY CONSTRUCTION EASEMENT AREA FOR UTILITY CROSSING

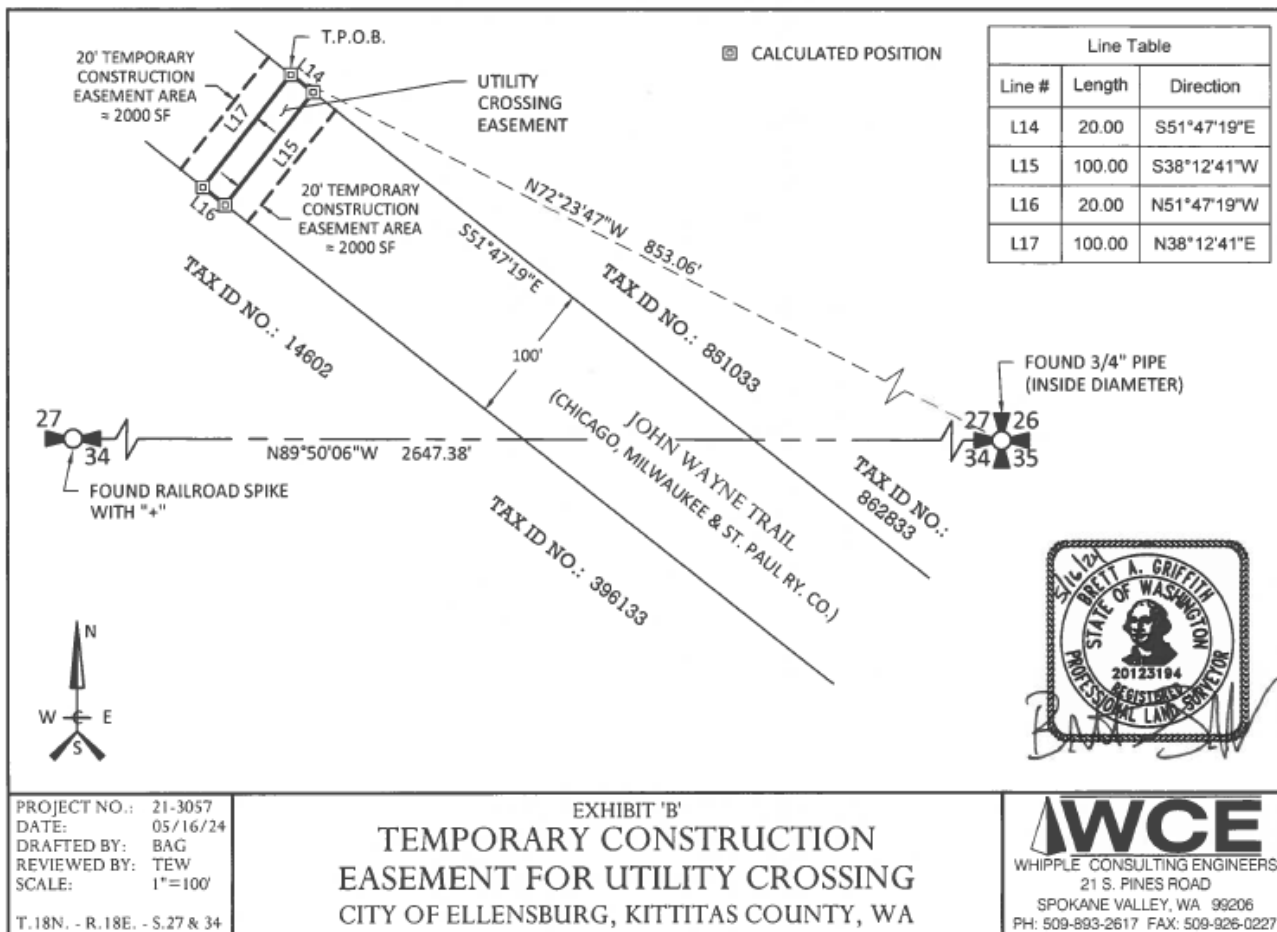


EXHIBIT H

INADVERTENT DISCOVERY PLAN

Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains Palouse to Cascades State Park Trail, Kittitas County

Many of Washington's most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.

All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.44](#), [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). ***When in doubt, assume the material is a cultural resource and implement the IDP outlined below.***

Recognizing Cultural Resources-Types of Historic/Precontact Artifacts and/or Activity Areas That May Be Found

- Artifacts- Both historic and precontact artifacts may be found exposed in backhoe trenches or back dirt piles.
 - Precontact artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or "flakes" or "chips" of exotic stone such as chert, jasper, or obsidian.
 - Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.

- o Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
- Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
 - o An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
 - o A concentration of shell with or without artifacts may be shell midden deposits.
 - o Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
- Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
- Bone- Complete or broken pieces of bone may be discovered exposed in trench walls or in back dirt piles. Bone can come from either animal remains or human remains and requires a trained professional to identify. If you find bone, notify the WSPRC archaeologist immediately and follow their directions.

Steps to Take If a Cultural Resource Is Found During Construction

1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.

What Not to Do If a Cultural Resource Is Found During Construction

- Do not remove any artifacts from the site of the discovery.
- Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
 - a. If the find is not a cultural resource, construction work may resume.

- b. If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

Native American burials and historic grave sites are common features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

Steps to Take If Human Skeletal Remains are Found During Construction

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** local law enforcement (Park Ranger) and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Area Manager, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by the local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

What Not to Do If Human Skeletal Remains are Found During Construction

- Do not pick up or remove anything.
- Do not take any photographs of the remains unless instructed to do so by local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
- Do not call 911 unless you cannot reach local law enforcement or the coroner/examiner by other means.

- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a. If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
 - b. If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

EMERGENCY CONTACTS

WSPRC Archaeologists

Jennifer Wilson, Archaeology Program Manager	(360) 787-6511 (cell)
Email: jennifer.wilson@parks.wa.gov	(360) 902-8637 (office)
Shari Silverman, Archaeologist SW Region	(435) 260-9894 (cell)
Email: shari.silverman@parks.wa.gov	(360) 902- 8640 (office)
Kayley Bass, Archaeologist SW Region	(360) 701-1277 (cell)
Emails: kayley.bass@parks.wa.gov	
Sarah DuBois, Archaeologist Eastern Region	(509) 972-5884 (cell)
Email: sarah.dubois@parks.wa.gov	(509) 665-4336 (office)
Ayla Aymond, Archaeologist Eastern Region	(509) 743-8251 (cell)
Email: ayla.aymond@parks.wa.gov	
Sean Stcherbinine, Archaeologist NW Region	(360) 770-1419 (cell)
Email: sean.stcherbinine@parks.wa.gov	
Laura Syvertson, Archaeologist NW Region	(360) 770-0444 (cell)

Email: laura.syvertson@parks.wa.gov
Maurice Major, Stewardship Archaeologist (360) 701-6218 (cell)
Email: maurice.major@parks.wa.gov (360) 902-8503 (office)

WSPRC Curator of Collections/NAGPRA Specialist
Alicia L. Woods, Statewide Curator of Collections & NAGPRA Specialist
Email: alicia.woods@parks.wa.gov (360) 586-0206 (office)

State Physical Anthropologist
Guy Tasa, DAHP (360) 790-1633 (cell)

Assistant State Physical Anthropologist
Jackie Berger, DAHP (360) 890-2633 (cell)

County Coroner/Examiner
Nick Henderson, Coroner (509) 856-4970 (cell)

Local Law Enforcement
Andrew Kerlee, Park Ranger 3 (509) 350-0006 (cell)

Area Manager
John Ernster (509) 899-9294 (cell)

EXHIBIT I

ADDITIONAL PROVISIONS

1. All maintenance, emergency repairs, erosion, and/or weed control at both the road crossing and utility crossing Easement Areas shall be the City of Ellensburg's responsibility.
2. Maintenance cleanup of rock and/or debris on sidewalk areas shall be the responsibility of the City of Ellensburg.
3. The Central Cascades Area Manager shall be contacted fourteen (14) days in advance to coordinate dates/times for any construction and/or maintenance by calling (509) 968-5298. Confirmation shall be provided forty-eight (48) hours prior to initiating work.

TRAIL CROSSING INDEMNITY AGREEMENT

THIS TRAIL CROSSING INDEMNITY AGREEMENT (the “**Agreement**”) is entered into as of November 7, 2024 (“**Effective Date**”) by and among St James Group LLC, a California limited liability company and MLC Laird Holdings II LLC, a Washington limited liability company (collectively, “**Developer**”); and the City of Ellensburg, a municipal corporation located in Kittitas County, Washington (“**City**”) to memorialize the rights and obligations of Developer and the City (also referred to herein, individually, as a “**Party**,” and collectively, as the “**Parties**”) with respect to the Easement Agreement # E988501MLC1 which was granted by the Washington State Parks and Recreation Commission, (collectively, the “**State**”) to the City (the “**Trail Easement**”).

RECITALS

A. The City has granted preliminary plat approval for a residential development to be constructed on land owned and under development by the two above-named entities comprising Developer (“**Project**”).

B. The State owns a trail, commonly known as the Palouse to Cascades State Park Trail and formerly known as the John Wayne State Parks Trail, which crosses through the Project (“**Trail**”). The Trail Easement was granted to supply perpetual non-motorized, vehicular and utility access over and/or under portions of the Trail (the “**Easement Areas**”) for the benefit of the Parties and the Project.

C. Certain terms and conditions of the Trail Easement establish requirements for Developer’s use of and enjoyment of the Easement Areas for the benefit of the Project; specifically, Sections 1.3 (payment of consideration for the Trail Easement); 2 (construction, repair, and replacement of improvements); 4 (payment in full required, prior approval of development plans); 5 (insurance); and 7 (Indemnity) (collectively, the “**Developer Obligations**”).

D. Developer has agreed to comply with the Developer Obligations in the course of its use of the Easement Areas consistent with the terms of the Trail Easement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Developer’s Use of Easement Areas.** Developer, in the development of the Project and in the future use and enjoyment of the Easement Areas, shall fully comply with all of the Developer Obligations as stated in the Trail Easement, including without limitation prompt, direct payment of the Consideration to the State.
2. **Insurance.** In performing its obligations under Section 5 of the Trail Easement, Developer and its subcontractors shall name the City of Ellensburg as an additional insured under the

Developer's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad.

3. **Indemnity.** Developer shall indemnify the City, its officers, officials, employees and volunteers for any and all damages, liability or loss, including costs and reasonable attorneys' fees incurred by City in defense thereof, directly arising from Developer's material, uncured breach of the Developer Obligations.

4. **Miscellaneous.**

- a. Upon prior written notice to the City, Developer may assign any or all of its rights and/or delegate any or all of its obligations pursuant to this Agreement to any third party with an interest in the Project, including without limitation any owner association or similar entity formed to manage the common areas or any other portion of the Project.
- b. This Agreement is binding upon the Developer, its heirs, successors in interest and assignees.
- c. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.
- d. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Developer.
- e. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

DATED as of the day and year first written above.

DEVELOPER:

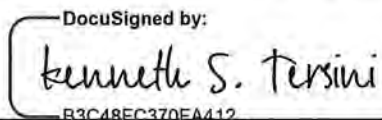
MLC Laird Holdings II LLC,
a Washington limited liability company

DocuSigned by:

7C7C2E63ADCC4CC

By: Shawn Milligan
Name: Shawn Milligan
Title: Managing Member

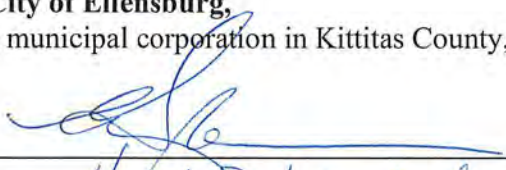
St James Group LLC,
a California limited liability company

DocuSigned by:

B3C48EC370FA412...

By: Kenneth S. Tersini
Name: Kenneth S. Tersini
Title: Managing Member

CITY:

City of Ellensburg,
a municipal corporation in Kittitas County, Washington

By: 

Name: _____

Title: _____



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Updated Memorandum of Understanding (MOU) Authorization between the Mountains to Sound Greenway Trust and the City of Ellensburg to form a collaborative partnership for the Palouse to Cascades Reconnection Project and Bike Access Program

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Move to authorize the City Manager and staff to execute the updated memorandum of understanding, or in a substantially similar form, between the Mountains to Sound Greenway Trust and the City of Ellensburg to form a collaborative partnership for the Palouse to Cascades Reconnection Project and Bike Access Program and authorize any other related documents necessary to complete the CCG grant application for both projects.

Background/Summary:

Following MOU approval by Council, additional comments and requested changes were received by staff in negotiations with the Mountains to Sound Greenway Trust (“the Trust”) to form a collaborative partnership for completion of the Palouse to Cascades (PTC) Reconnection project and a bicycle access program in the City. As a result, the MOU approved by Council on November 4 was not fully executed. This updated MOU is required for the City to apply for a \$12 million federal Environmental Protection Agency (EPA) Community Change Grant (CCG) for two projects.

The first project consists of completing the three-mile-long gap in the PTC Reconnection trail from Sanders Road west to the PTC trail just west of Cora Street. The second project will fund the community engagement and study of a bike share program in the City.

The City will be the lead agency for the CCG application and grant administration. The Trust fills the required Statutory Partner role. It is anticipated that an additional MOU will be pursued with Central Washington University (“CWU”) as a collaborator upon award of the grant funds. CWU will assist in the coordination of community engagement and a study for a community wide bike access program.

Previous Council Action:

November 4, 2024: Council authorized the City Manager and staff to execute the first version of the memorandum of understanding between the Mountains to Sound Greenway Trust and the City of Ellensburg to form a collaborative partnership for the Palouse to Cascades Reconnection Project and Bike Access Program.

December 20, 2010: Council conducted a public hearing and approved the amendment of the six-year transportation improvement plan to reflect the awarded federal grant funding for the PTC (formerly John Wayne Trail) Reconnection project from Greenfield Ave. to Sanders Road.

April 6, 2015: Council authorized the Mayor and staff to execute all necessary paperwork associated with the federal grant funding awarded for the PTC (formerly John Wayne Trail) Reconnection Project from 18th Ave to Greenfield Ave.

October 2, 2017: Council authorized the Mayor and staff to execute all necessary paperwork associated with the federal grant funding awarded for the PTC (formerly John Wayne Trail) Reconnection Project from 14th Ave to 18th Ave.

December 21, 2020: Council conducted a public hearing and approved the amendment of the six-year transportation improvement plan to reflect the awarded state grant funding for the PTC Reconnection project along Alder St from the PTC trailhead at the Kittitas Valley Event Center to 14th Ave.

Analysis:

City staff is requesting authority to enter into the attached MOU partnership with the Trust defining roles and commitments for the application and use of a federally funded EPA CCG grant. A funding request of \$12 million is anticipated with no match required in the grant program. The projects must be completed within three years of the award of grant funds.

For over 20 years, the City has been working with private property owners, CWU, Kittitas County, Washington State Parks Department and non-profit organizations for the completion of the Palouse to Cascades Reconnection Trail. The initial plan, entitled the “John Wayne Trail Reconnection Route”, was formed and approved through a collaborate community process in 2001. The 4.6-mile-long route begins at the PTC trailhead at Alder St on the east side of Ellensburg, extends north to the Bowers Field airport, west on Bower’s Road to just west of Pioneer Road and south to the PTC Trail just west of Cora Street.

Installation of the PTC Reconnection Route began with privately funded construction of the trail section between Greenfield Ave and the Cascade Irrigation District (CID) canal prior to 2010. The City has been awarded three federal grants and one state grant since 2010 to acquire property rights and construct the trail from the PTC trailhead at Alder St to Greenfield Ave and from the CID canal to Sanders Rd. The current EPA CCG funding opportunity will provide adequate funds for completion of the remaining three-mile-long gap in the PTC Reconnect Trail north from Sanders Rd to Mercer Creek, west past Airport Road to the CID canal, northwest along the canal to Bowers Road, west past Pioneer Rd to Rasmussen Rd, and south to the PTC trail just west of Cora St.

The City must partner with a non-profit organization as required by EPA to be eligible for the CCG grant program. The Trust serves in the statutory partner role. The Trust will support the City in the grant application and administration of funds throughout the duration of the project as detailed in the attached MOU.

Multiple collaborators are also being sought for support of the project. The City and Trust are

already coordinating with CWU. Upon award of CCG funds, CWU intends to assist in the coordination of the community engagement and a study for a community wide bike access program. This work will be covered through an additional MOU with CWU following award of funds.

The City and Trust are also seeking collaboration support for the project from Kittitas County and Washington State Parks. Approximately two miles of the remaining PTC Reconnection trail gap crosses County managed right of way or airport property. State Parks coordination will be needed to finalize the connection of the PTC to the Reconnect Trail at its west end. The City will coordinate additional right of way acquisition needed to complete the project.

Financial Impact:

No fiscal impact at this time. The City's grant application will seek to recover all eligible costs of the grant project, including direct and administrative costs of the activities covered by the MOU, from the grant award. Pre-award costs are not eligible and would be covered within the proposed 2025-2026 Engineering budget.

Budget Adjustment: No

Attachments:

1. MOU Partnership Agreement Between City and MTSG Updated

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MOUNTAINS TO SOUND
GREENWAY TRUST AND THE CITY OF ELLENSBURG TO FORM A COLLABORATIVE
PARTNERSHIP FOR THE PALOUSE TO CASCADES RECONNECTION PROJECT AND BIKE
ACCESS PROGRAM

This Memo of Understanding (“MOU”) is for a Collaborative Partnership Agreement (the “Agreement”) is made and entered into this date _____ between the City of Ellensburg, a Washington municipal corporation (“the City”), and The Mountains to Sound Greenway Trust, a Washington non-profit Corporation (“the Trust”) (referred to collectively as “Parties” or “Partners”).

WHEREAS, the Parties are entering into this Agreement to create a Collaborative Partnership to be known as the PTC Reconnection Completion and Bike Access Program (the “Collaborative Partnership”); and

WHEREAS, the primary purpose of the Collaborative Partnership is for applying for and, if awarded, completing an Environmental Protection Agency (EPA) Community Change Grant (CCG); and

WHEREAS, the City is a full-service Washington Municipal Corporation with a demonstrated commitment to sustaining a superior quality of life in the community for all, and the City has network of community-informed plans and ongoing infrastructure projects aligned to enhance sustainable activities for a clean energy, transportation, and economic future; and

WHEREAS, it has been the City’s long-standing priority to complete the 3-mile reconnection of the Palouse to Cascades State Park Trail through Ellensburg to provide better connectivity, active transportation and recreation options within and around the community; and

WHEREAS, the Trust’s mission is to lead and inspire action to conserve and enhance the landscape of the Mountains to Sound Greenway National Heritage Area, ensuring long-term balance between people and nature, and the Trust promotes a healthy and sustainable relationship between people and the land by preserving a balance between built and natural environments. The Greenway landscape provides places for nature and wildlife, for culture and tradition, for outdoor recreation and education, for working forests and local agricultural production, while embracing vibrant urban areas;

NOW, THEREFORE, the Parties agree as follows:

- a. The terms and conditions of their Partnership will be outlined in this Agreement.
- b. The Partnership will be in effect as of the last date of signature below.
- c. The Partnership will only be terminated as outlined in this Agreement.
- d. The Partnership will be governed under the laws of the State of Washington.
- e. The Partners shall be responsible for the work of their own employees or volunteers and for completing their agreed-to roles and responsibilities.

1. Duties and Responsibilities of Partners

- a. The City shall be the Lead Applicant of a CCG. If the CCG is successful, the City shall:
 - i. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and ensuring subawards to Partners and Subawardees.
 - ii. Make subawards to the Trust in amounts consistent with the final EPA approved CCG budget.
 - iii. Make sure that all subawards comply with all applicable requirements, including the requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance.
 - iv. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - v. Be responsible for all compliance and legal issues associated with the project.
 - vi. Be responsible for the following project-specific activities:
 1. Complete the following sections of the grant application: Attachments A and C through H, Sections 1.3, 1.4, 2.1, 2.4, 2.5, and 3.1 through 3.5.
 2. Manage the construction of the PTC Reconnection Project, including, but not limited to:
 - a. Secure and manage professional services for project right-of-way acquisition and design,
 - b. Perform project site environmental review,
 - c. Secure right-of-way needed for project completion,
 - d. Perform project-specific public outreach,
 - e. Prepare construction bid documents,
 - f. Perform project bidding and secure contractor to complete construction,
 - g. Perform construction management of the new facility,
 - h. Acquire final approval of completed project from EPA.
 3. Manage Central Washington University (CWU) as the subcontractor for the bike access project.
 - vii. Share decision-making authority with the Trust and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- b. The Trust shall be the Statutory Partner of the CCG. The Trust, if the CCG is awarded, shall be responsible for the following project-specific activities:
 1. Completion of the following sections of the grant application: Executive Summary, Attachment A, Sections 1.1, 2.3, 3.1, and 3.3.
 2. Share decision making authority with the City and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

- c. Nothing in the Agreement will be construed to create any agency relationship, partnership, joint venture, or similar agreement between the City and the Trust. Neither Party nor its agents have authority to create any obligation or responsibility on behalf of the other Party or bind the other Part in any manner.

2. Joint Obligations of the Partners

- a. In order to ensure participation and input on proposed projects consistent with this Agreement and with the potential to impact the Partners, the Partners shall:
 - i. Meet early in project planning and environmental review process.
 - ii. Engage in both formal and technical consultation concerning applicable issues (e.g. planning, modeling, scientific reports, funding, etc.).
 - iii. Invite representatives of the Parties to all working group meetings.
 - iv. Meet with elected and appointed officials, and appropriate committees, at major project milestones.
 - v. Keep representatives informed throughout the project planning, permitting and development process.
 - vi. To afford each other with more than the opportunity to participate as members of the general public in the planning and permitting process, the Partners will take the following actions to ensure there is effective consultation:
 - 1. Seek input regarding alternatives and opportunities to avoid, reduce, or otherwise mitigate the effects of the project on Partner and community interests.
 - 2. Seek comment throughout the project's environmental review, permitting and regulatory review processes.
 - 3. Give positive consideration to comments received throughout the permitting, regulatory, planning, and design processes of the project.
 - 4. Engage in an open exchange of information about the project, its potential impacts, and appropriate mitigation.
 - 5. Reach a full and fair settlement on any related issues in a manner that is compatible with the mutual interests of all Partners and the objectives of the project.
 - vii. Engage CWU for cooperation with the following project specific activities:
 - 1. Assist in the following sections of the grant application: Sections 1.2, 1.3, 2.2, 3.1 and 3.3,
 - 2. Assist in coordination of Community Engagement and Study for a community bike access program with the intent of creating a Community Bike Share Program with CWU as the program manager.

3. Dispute Resolution and Modifications:

- a. In the event of any issue of controversy under this agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- b. All members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

- c. All parties to this agreement may formally request modifications to the agreement in writing to all other parties. Modifications shall be made by mutual consent by the issuance of a written modification to the agreement, signed and dated by all parties prior to any changes being performed.

4. Replacement of Statutory Partner:

- a. Either party may terminate its participation in this MOU by providing the other party 60 days' written notice of its intent to terminate the Agreement. The remaining party may continue the Project on its own or choose a replacement Statutory Partner or Collaborating Entity.
- b. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(f)6.

5. Grant application: The City shall not submit a CCG application for this Partnership without the written approval of the Trust.

6. End of the Partnership:

- a. Unless replaced by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When it is replaced pursuant to Section 4 of this agreement.
 - ii. When the CCG is completed as determined by EPA.
 - iii. When the Partnership is informed that their application for a CCG is rejected unless, as agreed in writing by all Partners, they resubmit an amended application.
 - iv. When the Partnership is informed that their resubmitted application is rejected.
- b. The Partners agree to be bound by the terms of this Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

By signature below, each party certifies that the individual Partners and their representatives are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the Partners hereto have executed this agreement as of the last date written below:

Lead Applicant (City of Ellensburg)

Date

Statutory Partner (Mountains to Sound Greenway Trust)

Date



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorization for City Manager to Sign Benefits Agreements for the 2025 Benefit Year
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:

Motion to authorize the City Manager's signature on the 2025 AWC Employee Benefit Trust Employer Master Participation Agreement and the Humana Group Sponsored Medicare Advantage Agreement.

Background/Summary:

Since 2010 the City has maintained a self-funded health insurance program, which includes medical, prescription, dental, vision, basic life, employee assistance program, short-term disability, long-term disability, as well as voluntary life/accidental death and dismemberment, and flexible savings accounts for medical and dependent care.

As a self-funded program, our rates are primarily based on the cost of claims, and to a lesser degree, administrative costs. We have seen a significant increase in medical and prescription costs over the past several years, leading to double-digit premium increases in the past few years. The City pays 90% of the premium cost while employees pay the remaining 10%.

This self-funded plan has also provided active group coverage for our LEOFF 1 Retirees to fulfill the City's obligation to provide continued health coverage.

Previous Council Action:

Approval of Resolution 2009-38, to establish and administer a Health and Benefits Fund.

Analysis:

Due to the increase in medical and prescription costs, the City has had to increase insurance premiums to ensure we can meet the funding requirements of the Self-Insured Health and Benefits Program Policies and the program funding requirement established by WAC 200-110-040 and annually reviewed by the Washington State Office of Risk Management.

Management has completed an extensive review of other benefit options and has determined that it would be in the City's best interest to join a larger benefit pool. The Association of Washington Cities (AWC) offers an Employee Benefit Trust, which provides benefits for over 280 Cities and Special Purpose Districts. The AWC Employee Benefit Trust has had a long history of single-digit rate increases, which will provide rate stability for the City and its employees into the future.

The City selected plans that would provide the least amount of disruption to employees and communicated information about these plans to employees as quickly as possible.

The AWC Employer Master Participation Agreement outlines which plans will be offered, and which groups of employees are eligible for each type of benefit. The Agreement requires a signature on behalf of the City. Open enrollment fairs for the new plans for non-represented employees and represented employees in the OPEIU and IBEW unions were held on November 14 and 15, and the enrollment window will remain open until November 22. The plan changes will be effective January 1, 2025.

The AWC does not currently allow LEOFF 1 Retirees to join the AWC retiree plans if the City does not include their active LEOFF employees in their active group plan enrollment through the AWC. The City's active LEOFF employees (Police Officers) are covered by health plans offered through the Teamsters, as specified in the current collective bargaining agreement with Teamsters Local 760. With the help of our current broker, Alliant, we have been able to find a Humana Medicare Advantage Plan offered through AmWins. The Humana Group Sponsored Medicare Advantage Agreement outlines the coverage that will be provided for our LEOFF 1 Retirees effective January 1, 2025.

Financial Impact:

There is no additional cost to join the AWC Employee Benefit Trust since we are already members of AWC. There are no plan administration fees aside from the cost of providing access to the Employee Assistance Program for employees who are not eligible for other benefits, and for the administration of a Flexible Spending Account plan.

The active and LEOFF 1 Retiree plan costs for 2025 will actually be lower than the 2025 projected plan costs for the current self-funded plans. The premium decrease for active employees varies depending on how many dependents are enrolled. The premium decrease for LEOFF 1 Retirees is \$759.05 per retiree per month to move from an active group plan to a Medicare Advantage Plan.

The financial impacts of moving to the AWC Employee Benefit Trust Coverage are included in the proposed 2025-2026 Biennial Budget.

Budget Adjustment: No

Attachments:

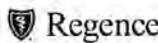
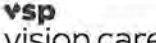
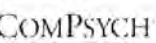
1. Master App and All Groups - 11.08.2024



AWC Employee Benefit Trust

Employer Master Participation Agreement

The AWC Employee Benefit Trust is a plan sponsor for health coverage through the following insurance carriers:

Medical			Dental	Vision	EAP	Life & LTD	
 1111 Lake Washington Blvd N. Suite 900 Renton, WA 98057	 528 E Spokane Falls Blvd, Suite 301 Spokane, WA 99202	 2715 Naches Ave. SW Renton, WA 98057	 Delta Dental of Washington 400 Fairview Ave N Seattle, WA 98109-5371	 Willamette Dental of Washington, Inc. 6950 NE Campus Way Hillsboro, OR 97124	 3333 Quality Drive Rancho Cordova, CA 95670	 NBC Tower 455 N. Cityfront Plaza Drive Chicago, IL 60611-5322	 Standard Insurance Company 1100 SW 6th Ave Portland, OR 97204

11/08/2024

Date form completed

01/01/2025

Effective date

If you are making a change, describe it here:

New member of AWC.

Employer demographic information

Employer proper name

City of Ellensburg

Pseudonyms/DBA/non-technical employer name/short name

Physical address

501 N. Anderson Street, Ellensburg WA 98926

Mailing address (if different)

Phone number

509-962-7222

Tax ID

91-6001245

Contact/form completed by:

Name	Title	Phone number	Email
Lisa Young	HR Director	509-962-7222	youngl@ci.ellensburg.wa.us

Employer policies

Coverage start date, pick one

☒ First day of the month after date of hire.

If the employee's hire date is the first day, or first working day of the month, start the employee's coverage:

☐ The first day of that month

☒ The first of the month following date of hire

☐ Employees are retroactively covered back to the first day of the month in which they are hired.

☐ Employees have a probationary period and then are covered the first of the month following the date probationary period is complete.

How long is the probationary period? _____

Coverage termination date

☒ Yes ☐ No First of the month following date of termination/retirement. If no, explain below:

Varying group policies

☐ Yes ☒ No We have different coverage start and/or termination policies for different groups within our organization. If yes, explain below:

Spouse/Domestic Partners

☒ Yes ☐ No Spouse/Domestic Partners are eligible to be covered on the employer's plan

☐ Yes ☒ No We have a more generous Domestic Partner policy than required by Washington state law (RCW 48.44.900).

☐ Same and opposite gender

☐ Same gender only

☐ Opposite gender only

Number of employees eligible for any employer-sponsored plan

	Full-time employees*	Part-time employees**	Seasonal employees	Elected officials***	LEOFF 1's
Medical	172	2	0	0	0
Dental	172	2	0	0	
Vision	172	2	0	0	
Long-term disability	172	2	0	0	
Life	172	2	0	0	
EAP	172	98	0	0	

* The minimum hours for full-time eligibility are: 40

**The minimum hours for part-time eligibility (must be at least 20 hours/week): 30/25/20

***Elected officials include ☐ Mayor ☐ Council Other _____

Legal agreements

Changes to the Master Participation Agreement: I understand I may make changes to this document to be effective the first day of any month when adequate notice is provided:

- For addition of plan(s), or a change from one plan to another, an updated copy of the Master Participation Agreement should be sent to the AWC Trust office 45-60 days prior to the desired addition/change effective date.
- For termination of a single line of coverage, an updated copy of the Master Participation Agreement should be sent to the AWC Trust office 60 days prior to the desired termination date.
- **Fees:** Cities, towns and non-city entities must be members of the Association of Washington Cities, paying an annual membership fee. AWC Trust rates and requirements are subject to review and/or change by the AWC Trust Board of Trustees at any time.

Life and long-term disability

- We hereby (1) elect to participate in the group life and/or disability insurance coverage under the Association of Washington Cities Employee Benefit Trust (Trust) group life and disability insurance policies issued by Standard Insurance Company; (2) agree to remit premiums on or before the premium due date; (3) agree to be bound by the coverages available to all present and future eligible employees; (4) agree to make the elected coverage available to all present and future eligible employees.
- We understand that the group insurance policies contain limitations and exclusions not described in this Master Participation Agreement. We understand that Certificates of Insurance giving a complete description of the insurance coverage(s) will be provided. We agree to distribute those certificates to insured participants. We agree not to distribute any other description of the terms of insurance coverage(s) without prior written approval of Standard Insurance Company.
- We understand that no insurance coverage for any participant will be in effect prior to the latest of: (a) requested effective date; (b) approval by Standard Insurance Company; and (c) approval of evidence of insurability, if required.

Employer acknowledgement and signature

The AWC Employee Benefit Trust is maintained and administered in accordance with the Trust Agreement (as amended periodically), the terms of which are incorporated by reference into this Master Participation Agreement. Employers should review the Trust Agreement, including specifically its terms regarding joining, participating, and terminating participation in the Trust. A copy will be provided to you upon joining the Trust, and an updated copy will be reissued when the Trust Agreement is amended and restated. Additional agreements are outlined within the Interlocal Agreement required by the AWC Trust.

Premium payments are due on or before the 10th of the month in which coverage is active. Payment may be submitted online or by paper check, mailed to the address indicated on your bill.

By signing below, I acknowledge and represent the following on behalf of the employer:

- The employer has received a copy of the Trust Agreement and agrees to abide by all applicable terms and conditions therein.
- The employer provides its answers on this form as part of the procedure required by the Trust to provide or change Trust-sponsored coverage, with the understanding that the Trust relies on this information to ensure compliance with underwriting rules. All information completed on this form is true, correct, and complete.
- The employer is responsible for the accuracy of all employee and dependent enrollment information that the employer submits to the Trust on behalf of its employees, and has received any necessary approvals to submit or make changes to such information on behalf of its employees.
- The employer understands that it is a crime to knowingly provide false, incomplete, or misleading information for the purposes of defrauding the Trust, a health plan, or an insurance company, with penalties including denial of coverage, fines, and/or imprisonment. In addition, the Trust will have the right to collect any claims payments or other damages.

Heidi Behrends Cerniwey

Signature

City Manager

Printed name

11/18/2024

Title

Date

awctrust.org | 1.800.562.8981 | benefitinfo@awcnet.org

Copyright © 2025 Association of Washington Cities Employee Benefit Trust

Plan offerings

Complete **one "plan offering" section for each workgroup or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans – write "all employees."

Name of workgroup/
bargaining unit

NON-UNION

employees eligible 55

AWC Trust plan offerings

Part-time staff eligible for: ☒ Medical ☒ Dental ☒ Vision ☐ Life ☐ LTD ☒ EAP

Medical

enrolled

You are eligible for plans through either Regence or Asuris, depending on your location.
Contact us if you aren't sure which carrier is in your area.



☐ Regence BlueShield

- ☐ AWC HealthFirst® 250
- ☐ AWC HealthFirst® 500
- ☐ High Deductible Health Plan
- ☐ AHN 250
- ☐ Plan A – LEOFF 1 active employees and retirees only
- ☐ Medicare Advantage EGWP – LEOFF 1 retirees only



☒ Asuris Northwest Health

- ☒ AWC HealthFirst® 250
- ☐ AWC HealthFirst® 500
- ☐ High Deductible Health Plan
- ☐ Plan A – LEOFF 1 active employees and retirees only



☐ Kaiser Permanente

- ☐ Kaiser 200
- ☐ Kaiser 500
- ☐ High Deductible Health Plan
- ☐ Non-copay plan – LEOFF 1 retirees only
- ☐ Kaiser Foundation Health Plan of Washington Options, Inc.
- ☐ Kaiser Access PPO

Dental

enrolled



Delta Dental of Washington

☒ Delta Dental of Washington

Dental

- ☐ Plan A
- ☐ Plan B
- ☐ Plan C
- ☐ Plan D
- ☐ Plan E
- ☐ Plan F
- ☐ Plan G
- ☒ Plan J

Orthodontia

- ☐ Plan I
- ☐ Plan II
- ☐ Plan III
- ☐ Plan IV
- ☐ Plan V



☒ Willamette Dental of Washington, Inc.

- ☒ \$10 copay
- ☐ \$15 copay

Employee Assistance Program

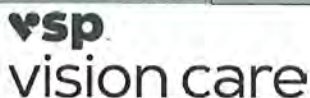
enrolled



☒ ComPsych

- ☒ 1-6 sessions - Standard and included when enrolled on any AWC Trust plan.
- ☐ 1-8 sessions
- ☐ 1-10 sessions
- Employees with no other AWC Trust coverage
- ☐ 1-6 session
- ☐ 1-8 session
- ☐ 1-10 session

Vision # enrolled



☒ Vision Service Plan

- ☐ \$0 copay
- ☒ \$10 copay
- ☐ \$25 copay
- ☐ \$10/15 copay

☐ Second pair option rider

Tax favored accounts



- ☐ HSA Bank
- ☐ HSA



☒ Navia Benefit Solutions

- ☒ FSA
- ☐ HSA
- ☐ HRA
- ☒ COBRA, applies to FSA or HRA

More plan offerings —>

Plan offerings *continued*

Name of workgroup/bargaining unit NON-UNION

Life* # enrolled 0

The Standard

☐ **The Standard**

☐ Basic life

☐ Flat rate amount:

\$

☐ Salary based:

x salary,

up to a maximum of

\$

Note: Maximum benefit is the lesser of 3x salary or \$500,000.

☐ Accidental Death & Dismemberment

☐ Dependent Life

☐ Option 1: \$1,000

☐ Option 2: \$2,000

☐ Option 3: \$5,000

☐ Option 4: \$10,000

☐ Employee additional life

☐ Spouse additional life

Long-term disability*

enrolled 0

The Standard

☐ **The Standard**

☐ Option 1: 60%; 90-day

☐ Option 2: 60%; 180-day

☐ Option 3: 67%; 90-day

☐ Option 4: 67%; 180-day

☐ Low risk option 1: 60%; 90-day

☐ Low risk option 2: 60%; 180-day

☐ Low risk option 3: 67%; 90-day

☐ Low risk option 4: 67%; 180-day

Safety employees, transit drivers, and electrical workers are excluded from low risk options.

Premium contributions

Do employees pay toward ☐ Yes ☐ No their LTD coverage?

If yes,

Amount employee pays _____ %

Amount employer pays _____ %

*If previous life and/or LTD coverage was not through the AWC Trust, list previous carrier and termination date:

Updates and changes:

If adding or increasing life or long-term disability, are you aware of any employee who is currently disabled or has a current/potential health risk that could result in a claim? If yes, include an attachment with name, date of birth, and last four of SSN.

☐ Yes
☐ No

Other non-AWC plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical			
Dental			
Vision			
Life	The Standard (via Alliant)	55	55
Long-term disability	The Standard (via Alliant)	55	55
EAP			
Tax-favored account(s) HSA/HRA/FSA	HRA VEBA	55	55

Plan offerings

Complete **one "plan offering" section for each workgroup or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans – write "all employees."

Name of workgroup/
bargaining unit

OPEIU

employees eligible 41

AWC Trust plan offerings

Part-time staff eligible for: ☒ Medical ☒ Dental ☒ Vision ☐ Life ☐ LTD ☒ EAP

Medical

enrolled

You are eligible for plans through either Regence or Asuris, depending on your location.
Contact us if you aren't sure which carrier is in your area.



- ☐ **Regence BlueShield**
- ☐ AWC HealthFirst® 250
 - ☐ AWC HealthFirst® 500
 - ☐ High Deductible Health Plan
 - ☐ AHN 250
 - ☐ Plan A – LEOFF 1 active employees and retirees only
 - ☐ Medicare Advantage EGWP – LEOFF 1 retirees only



- ☒ **Asuris Northwest Health**
- ☒ AWC HealthFirst® 250
 - ☐ AWC HealthFirst® 500
 - ☐ High Deductible Health Plan
 - ☐ Plan A – LEOFF 1 active employees and retirees only



- ☐ **Kaiser Permanente**
- ☐ Kaiser 200
 - ☐ Kaiser 500
 - ☐ High Deductible Health Plan
 - ☐ Non-copay plan – LEOFF 1 retirees only
 - ☐ **Kaiser Foundation Health Plan of Washington Options, Inc.**
 - ☐ Kaiser Access PPO

Dental

enrolled



Delta Dental of Washington

- ☒ **Delta Dental of Washington**
- | Dental | Orthodontia |
|--|-----------------------------------|
| ☐ Plan A | ☐ Plan I |
| ☐ Plan B | ☐ Plan II |
| ☐ Plan C | ☐ Plan III |
| ☐ Plan D | ☐ Plan IV |
| ☐ Plan E | ☐ Plan V |
| ☐ Plan F | |
| ☐ Plan G | |
| ☒ Plan J | |



- ☒ **Willamette Dental of Washington, Inc.**
- ☒ \$10 copay
 - ☐ \$15 copay

Employee Assistance Program

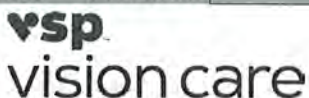
enrolled



- ☒ **ComPsych**
- ☒ 1-6 sessions - Standard and included when enrolled on any AWC Trust plan.
 - ☐ 1-8 sessions
 - ☐ 1-10 sessions
 - Employees with no other AWC Trust coverage
 - ☐ 1-6 session
 - ☐ 1-8 session
 - ☐ 1-10 session

Vision

enrolled



- ☒ **Vision Service Plan**
- ☐ \$0 copay
 - ☒ \$10 copay
 - ☐ \$25 copay
 - ☐ \$10/15 copay

☐ Second pair option rider

Tax favored accounts



- ☐ **HSA Bank**
- ☐ HSA



- ☒ **Navia Benefit Solutions**
- ☒ FSA
 - ☐ HSA
 - ☐ HRA
 - ☒ COBRA, applies to FSA or HRA

More plan offerings —>

Plan offerings *continued*

Name of workgroup/bargaining unit OPEIU

Life* # enrolled 0

The Standard

☐ The Standard

☐ Basic life

☐ Flat rate amount:

\$

☐ Salary based:

x salary,

up to a maximum of

\$

Note: Maximum benefit is the lesser of 3x salary or \$500,000.

☐ Accidental Death & Dismemberment

☐ Dependent Life

☐ Option 1: \$1,000

☐ Option 2: \$2,000

☐ Option 3: \$5,000

☐ Option 4: \$10,000

☐ Employee additional life

☐ Spouse additional life

Long-term disability*

enrolled 0

The Standard

☐ The Standard

☐ Option 1: 60%; 90-day

☐ Option 2: 60%; 180-day

☐ Option 3: 67%; 90-day

☐ Option 4: 67%; 180-day

☐ Low risk option 1: 60%; 90-day

☐ Low risk option 2: 60%; 180-day

☐ Low risk option 3: 67%; 90-day

☐ Low risk option 4: 67%; 180-day

*If previous life and/or LTD coverage was not through the AWC Trust, list previous carrier and termination date:

Safety employees, transit drivers, and electrical workers are excluded from low risk options.

Premium contributions

Do employees pay toward ☐ Yes ☐ No their LTD coverage?

If yes,

Amount employee pays _____ %

Amount employer pays _____ %

Updates and changes:

If adding or increasing life or long-term disability, are you aware of any employee who is currently disabled or has a current/potential health risk that could result in a claim? If yes, include an attachment with name, date of birth, and last four of SSN.

☐ Yes
☐ No

Other non-AWC plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical			
Dental			
Vision			
Life	The Standard (via Alliant)	41	41
Long-term disability	The Standard (via Alliant)	41	41
EAP			
Tax-favored account(s) HSA/HRA/FSA	HRA VEBA	41	41

Plan offerings

Complete **one "plan offering" section for each workgroup or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans – write "all employees."

Name of workgroup/
bargaining unit

IBEW

employees eligible 5

AWC Trust plan offerings

Part-time staff eligible for: ☒ Medical ☒ Dental ☒ Vision ☐ Life ☐ LTD ☒ EAP

Medical

enrolled

You are eligible for plans through either Regence or Asuris, depending on your location.
Contact us if you aren't sure which carrier is in your area.



- ☐ **Regence BlueShield**
- ☐ AWC HealthFirst® 250
 - ☐ AWC HealthFirst® 500
 - ☐ High Deductible Health Plan
 - ☐ AHN 250
 - ☐ Plan A – LEOFF 1 active employees and retirees only
 - ☐ Medicare Advantage EGWP – LEOFF 1 retirees only



- ☒ **Asuris Northwest Health**
- ☒ AWC HealthFirst® 250
 - ☐ AWC HealthFirst® 500
 - ☐ High Deductible Health Plan
 - ☐ Plan A – LEOFF 1 active employees and retirees only



- ☐ **Kaiser Permanente**
- ☐ Kaiser 200
 - ☐ Kaiser 500
 - ☐ High Deductible Health Plan
 - ☐ Non-copay plan – LEOFF 1 retirees only
 - ☐ **Kaiser Foundation Health Plan of Washington Options, Inc.**
 - ☐ Kaiser Access PPO

Dental

enrolled



Delta Dental of Washington

- ☒ **Delta Dental of Washington**
- | Dental | Orthodontia |
|--|-----------------------------------|
| ☐ Plan A | ☐ Plan I |
| ☐ Plan B | ☐ Plan II |
| ☐ Plan C | ☐ Plan III |
| ☐ Plan D | ☐ Plan IV |
| ☐ Plan E | ☐ Plan V |
| ☐ Plan F | |
| ☐ Plan G | |
| ☒ Plan J | |



- ☒ **Willamette Dental of Washington, Inc.**
- ☒ \$10 copay
 - ☐ \$15 copay

Employee Assistance Program

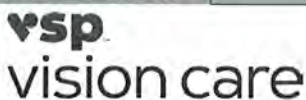
enrolled



- ☒ **ComPsych**
- ☒ 1-6 sessions - Standard and included when enrolled on any AWC Trust plan.
 - ☐ 1-8 sessions
 - ☐ 1-10 sessions
 - Employees with no other AWC Trust coverage
 - ☐ 1-6 session
 - ☐ 1-8 session
 - ☐ 1-10 session

Vision

enrolled



- ☒ **Vision Service Plan**
- ☐ \$0 copay
 - ☒ \$10 copay
 - ☐ \$25 copay
 - ☐ \$10/15 copay

☐ Second pair option rider

Tax favored accounts



- ☐ **HSA Bank**
- ☐ HSA



- ☒ **Navia Benefit Solutions**
- ☒ FSA
 - ☐ HSA
 - ☐ HRA
 - ☒ COBRA, applies to FSA or HRA

More plan offerings —>

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Plan offerings *continued*

Name of workgroup/bargaining unit IBEW

Life* # enrolled 0



Long-term disability* # enrolled 0



☐ **The Standard**

☐ Basic life

☐ Flat rate amount:

\$

☐ Salary based:

x salary,

up to a maximum of

\$

Note: Maximum benefit is the lesser of 3x salary or \$500,000.

☐ Accidental Death & Dismemberment

☐ Dependent Life

☐ Option 1: \$1,000

☐ Option 2: \$2,000

☐ Option 3: \$5,000

☐ Option 4: \$10,000

☐ Employee additional life

☐ Spouse additional life

☐ **The Standard**

☐ Option 1: 60%; 90-day

☐ Option 2: 60%; 180-day

☐ Option 3: 67%; 90-day

☐ Option 4: 67%; 180-day

☐ Low risk option 1: 60%; 90-day

☐ Low risk option 2: 60%; 180-day

☐ Low risk option 3: 67%; 90-day

☐ Low risk option 4: 67%; 180-day

Safety employees, transit drivers, and electrical workers are excluded from low risk options.

Premium contributions

Do employees pay toward their LTD coverage? ☐ Yes ☐ No

If yes,

Amount employee pays _____ %

Amount employer pays _____ %

*If previous life and/or LTD coverage was not through the AWC Trust, list previous carrier and termination date:

Updates and changes:

If adding or increasing life or long-term disability, are you aware of any employee who is currently disabled or has a current/potential health risk that could result in a claim? If yes, include an attachment with name, date of birth, and last four of SSN.

☐ Yes
☐ No

Other non-AWC plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical			
Dental			
Vision			
Life	The Standard (via Alliant)	5	5
Long-term disability	The Standard (via Alliant)	5	5
EAP			
Tax-favored account(s) HSA/HRA/FSA	HRA VEBA	5	5

Plan offerings

Complete **one "plan offering" section for each workgroup or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans – write "all employees."

Name of workgroup/
bargaining unit

TEAMSTERS PW

employees eligible 42

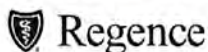
AWC Trust plan offerings

Part-time staff eligible for: ☐ Medical ☐ Dental ☐ Vision ☐ Life ☐ LTD ☒ EAP

Medical

enrolled

You are eligible for plans through either Regence or Asuris, depending on your location.
Contact us if you aren't sure which carrier is in your area.



☐ Regence BlueShield

- ☐ AWC HealthFirst® 250
- ☐ AWC HealthFirst® 500
- ☐ High Deductible Health Plan
- ☐ AHN 250
- ☐ Plan A – LEOFF 1 active employees and retirees only
- ☐ Medicare Advantage EGWP – LEOFF 1 retirees only



☐ Asuris Northwest Health

- ☐ AWC HealthFirst® 250
- ☐ AWC HealthFirst® 500
- ☐ High Deductible Health Plan
- ☐ Plan A – LEOFF 1 active employees and retirees only



☐ Kaiser Permanente

- ☐ Kaiser 200
- ☐ Kaiser 500
- ☐ High Deductible Health Plan
- ☐ Non-copay plan – LEOFF 1 retirees only
- ☐ Kaiser Foundation Health Plan of Washington Options, Inc.
- ☐ Kaiser Access PPO

Dental

enrolled



Delta Dental of Washington

☐ Delta Dental of Washington Dental

- ☐ Plan A
- ☐ Plan B
- ☐ Plan C
- ☐ Plan D
- ☐ Plan E
- ☐ Plan F
- ☐ Plan G
- ☐ Plan J

Orthodontia

- ☐ Plan I
- ☐ Plan II
- ☐ Plan III
- ☐ Plan IV
- ☐ Plan V



☐ Willamette Dental of Washington, Inc.

- ☐ \$10 copay
- ☐ \$15 copay

Employee Assistance Program

enrolled



☒ ComPsych

- ☐ 1-6 sessions - Standard and included when enrolled on any AWC Trust plan.
- ☐ 1-8 sessions
- ☐ 1-10 sessions
- Employees with no other AWC Trust coverage
- ☒ 1-6 session
- ☐ 1-8 session
- ☐ 1-10 session

Vision

enrolled



vision care

☐ Vision Service Plan

- ☐ \$0 copay
- ☐ \$10 copay
- ☐ \$25 copay
- ☐ \$10/15 copay

☐ Second pair option rider

Tax favored accounts



☐ HSA Bank

☐ HSA



☒ Navia Benefit Solutions

- ☒ FSA
- ☐ HSA
- ☐ HRA
- ☒ COBRA, applies to FSA or HRA

More plan offerings —>

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Plan offerings *continued*

Name of workgroup/bargaining unit TEAMSTERS PW

Life* # enrolled 0

The Standard

☐ **The Standard**

☐ Basic life

☐ Flat rate amount:

\$

☐ Salary based:

_____ x salary,

up to a maximum of

\$

Note: Maximum benefit is the lesser of 3x salary or \$500,000.

☐ Accidental Death & Dismemberment

☐ Dependent Life

☐ Option 1: \$1,000

☐ Option 2: \$2,000

☐ Option 3: \$5,000

☐ Option 4: \$10,000

☐ Employee additional life

☐ Spouse additional life

Long-term disability*

enrolled 0

The Standard

☐ **The Standard**

☐ Option 1: 60%; 90-day

☐ Option 2: 60%; 180-day

☐ Option 3: 67%; 90-day

☐ Option 4: 67%; 180-day

☐ Low risk option 1: 60%; 90-day

☐ Low risk option 2: 60%; 180-day

☐ Low risk option 3: 67%; 90-day

☐ Low risk option 4: 67%; 180-day

*If previous life and/or LTD coverage was not through the AWC Trust, list previous carrier and termination date:

Safety employees, transit drivers, and electrical workers are excluded from low risk options.

Premium contributions

Do employees pay toward ☐ Yes ☐ No their LTD coverage?

If yes,

Amount employee pays _____ %

Amount employer pays _____ %

Updates and changes:

If adding or increasing life or long-term disability, are you aware of any employee who is currently disabled or has a current/potential health risk that could result in a claim? If yes, include an attachment with name, date of birth, and last four of SSN.

☐ Yes
☐ No

Other non-AWC plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical	Teamsters UEET	42	42
Dental	Teamsters WTWT	42	42
Vision	Teamsters WTWT	42	42
Life	The Standard (via Alliant)	42	42
Long-term disability	The Standard (via Alliant)	42	42
EAP			
Tax-favored account(s) HSA/HRA/FSA	HRA VEBA	42	42

Plan offerings

Complete **one "plan offering" section for each workgroup or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans – write "all employees."

Name of workgroup/
bargaining unit

TEAMSTERS POLICE

employees eligible 26

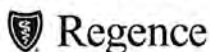
AWC Trust plan offerings

Part-time staff eligible for: ☐ Medical ☐ Dental ☐ Vision ☐ Life ☐ LTD ☒ EAP

Medical

enrolled

You are eligible for plans through either Regence or Asuris, depending on your location.
Contact us if you aren't sure which carrier is in your area.



☐ Regence BlueShield

- ☐ AWC HealthFirst® 250
- ☐ AWC HealthFirst® 500
- ☐ High Deductible Health Plan
- ☐ AHN 250
- ☐ Plan A – LEOFF 1 active employees and retirees only
- ☐ Medicare Advantage EGWP – LEOFF 1 retirees only

☐ Asuris Northwest Health

- ☐ AWC HealthFirst® 250
- ☐ AWC HealthFirst® 500
- ☐ High Deductible Health Plan
- ☐ Plan A – LEOFF 1 active employees and retirees only

☐ Kaiser Permanente

- ☐ Kaiser 200
- ☐ Kaiser 500
- ☐ High Deductible Health Plan
- ☐ Non-copay plan – LEOFF 1 retirees only
- ☐ Kaiser Foundation Health Plan of Washington Options, Inc.
- ☐ Kaiser Access PPO

Dental

enrolled



Delta Dental of Washington



Willamette
Dental Group

☐ Delta Dental of Washington Dental

- ☐ Plan A
- ☐ Plan B
- ☐ Plan C
- ☐ Plan D
- ☐ Plan E
- ☐ Plan F
- ☐ Plan G
- ☐ Plan J

Orthodontia

- ☐ Plan I
- ☐ Plan II
- ☐ Plan III
- ☐ Plan IV
- ☐ Plan V

☐ Willamette Dental of Washington, Inc.

- ☐ \$10 copay
- ☐ \$15 copay

Employee Assistance Program

enrolled



☒ ComPsych

- ☐ 1-6 sessions - Standard and included when enrolled on any AWC Trust plan.
- ☐ 1-8 sessions
- ☐ 1-10 sessions
- Employees with no other AWC Trust coverage
- ☒ 1-6 session
- ☐ 1-8 session
- ☐ 1-10 session

Vision

enrolled



vision care

☐ Vision Service Plan

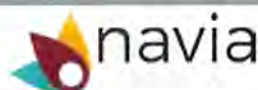
- ☐ \$0 copay
- ☐ \$10 copay
- ☐ \$25 copay
- ☐ \$10/15 copay

☐ Second pair option rider

Tax favored accounts



- ☐ HSA Bank
- ☐ HSA



☒ Navia Benefit Solutions

- ☒ FSA
- ☐ HSA
- ☐ HRA
- ☒ COBRA, applies to FSA or HRA

More plan offerings —>

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Plan offerings *continued*

Name of workgroup/bargaining unit TEAMSTERS POLICE

Life* # enrolled 0

TheStandard

☐ **The Standard**

☐ Basic life

☐ Flat rate amount:

\$

☐ Salary based:

x salary,

up to a maximum of

\$

Note: Maximum benefit is the lesser of 3x salary or \$500,000.

☐ Accidental Death & Dismemberment

☐ Dependent Life

☐ Option 1: \$1,000

☐ Option 2: \$2,000

☐ Option 3: \$5,000

☐ Option 4: \$10,000

☐ Employee additional life

☐ Spouse additional life

Long-term disability*

enrolled 0

TheStandard

☐ **The Standard**

☐ Option 1: 60%; 90-day

☐ Option 2: 60%; 180-day

☐ Option 3: 67%; 90-day

☐ Option 4: 67%; 180-day

☐ Low risk option 1: 60%; 90-day

☐ Low risk option 2: 60%; 180-day

☐ Low risk option 3: 67%; 90-day

☐ Low risk option 4: 67%; 180-day

*If previous life and/or LTD coverage was not through the AWC Trust, list previous carrier and termination date:

Safety employees, transit drivers, and electrical workers are excluded from low risk options.

Premium contributions

Do employees pay toward their LTD coverage? ☐ Yes ☐ No

If yes,

Amount employee pays _____ %

Amount employer pays _____ %

Updates and changes:

If adding or increasing life or long-term disability, are you aware of any employee who is currently disabled or has a current/potential health risk that could result in a claim? If yes, include an attachment with name, date of birth, and last four of SSN.

☐ Yes
☐ No

Other non-AWC plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical	Teamsters WTWT	26	26
Dental	Teamsters WTWT	26	26
Vision	Teamsters WTWT	26	26
Life	The Standard (via Alliant)	26	26
Long-term disability	The Standard (via Alliant)	26	26
EAP			
Tax-favored account(s) HSA/HRA/FSA			

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Plan offerings

Complete **one "plan offering" section for each workgroup or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans – write "all employees."

Name of workgroup/
bargaining unit NON-BEN

employees eligible 96

AWC Trust plan offerings

Part-time staff eligible for: ☐ Medical ☐ Dental ☐ Vision ☐ Life ☐ LTD ☒ EAP

Medical

enrolled

You are eligible for plans through either Regence or Asuris, depending on your location.
Contact us if you aren't sure which carrier is in your area.



- ☐ **Regence BlueShield**
- ☐ AWC HealthFirst® 250
 - ☐ AWC HealthFirst® 500
 - ☐ High Deductible Health Plan
 - ☐ AHN 250
 - ☐ Plan A – LEOFF 1 active employees and retirees only
 - ☐ Medicare Advantage EGWP – LEOFF 1 retirees only



- ☐ **Asuris Northwest Health**
- ☐ AWC HealthFirst® 250
 - ☐ AWC HealthFirst® 500
 - ☐ High Deductible Health Plan
 - ☐ Plan A – LEOFF 1 active employees and retirees only



- ☐ **Kaiser Permanente**
- ☐ Kaiser 200
 - ☐ Kaiser 500
 - ☐ High Deductible Health Plan
 - ☐ Non-copay plan – LEOFF 1 retirees only
 - ☐ **Kaiser Foundation Health Plan of Washington Options, Inc.**
 - ☐ Kaiser Access PPO

Dental

enrolled



Delta Dental of Washington

- ☐ **Delta Dental of Washington**
- | Dental | Orthodontia |
|---------------------------------|-----------------------------------|
| ☐ Plan A | ☐ Plan I |
| ☐ Plan B | ☐ Plan II |
| ☐ Plan C | ☐ Plan III |
| ☐ Plan D | ☐ Plan IV |
| ☐ Plan E | ☐ Plan V |
| ☐ Plan F | |
| ☐ Plan G | |
| ☐ Plan J | |



- ☐ **Willamette Dental of Washington, Inc.**
- ☐ \$10 copay
 - ☐ \$15 copay

Employee Assistance Program

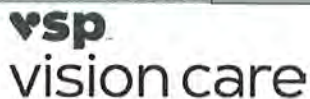
enrolled



- ☒ **ComPsych**
- ☐ 1-6 sessions - Standard and included when enrolled on any AWC Trust plan.
 - ☐ 1-8 sessions
 - ☐ 1-10 sessions
 - Employees with no other AWC Trust coverage
 - ☒ 1-6 session
 - ☐ 1-8 session
 - ☐ 1-10 session

Vision

enrolled



- ☐ **Vision Service Plan**
- ☐ \$0 copay
 - ☐ \$10 copay
 - ☐ \$25 copay
 - ☐ \$10/15 copay

☐ Second pair option rider

Tax favored accounts



- ☐ **HSA Bank**
- ☐ HSA



- ☐ **Navia Benefit Solutions**
- ☐ FSA
 - ☐ HSA
 - ☐ HRA
 - ☐ COBRA, applies to FSA or HRA

More plan offerings —>

Plan offerings *continued*

Name of workgroup/bargaining unit NON-BEN

Life* # enrolled 0

TheStandard®

☐ **The Standard**

☐ Basic life

☐ Flat rate amount:

\$

☐ Salary based:

_____ x salary,

up to a maximum of

\$

Note: Maximum benefit is the lesser of 3x salary or \$500,000.

☐ Accidental Death & Dismemberment

☐ Dependent Life

☐ Option 1: \$1,000

☐ Option 2: \$2,000

☐ Option 3: \$5,000

☐ Option 4: \$10,000

☐ Employee additional life

☐ Spouse additional life

Long-term disability*

enrolled 0

TheStandard®

☐ **The Standard**

☐ Option 1: 60%; 90-day

☐ Option 2: 60%; 180-day

☐ Option 3: 67%; 90-day

☐ Option 4: 67%; 180-day

☐ Low risk option 1: 60%; 90-day

☐ Low risk option 2: 60%; 180-day

☐ Low risk option 3: 67%; 90-day

☐ Low risk option 4: 67%; 180-day

Safety employees, transit drivers, and electrical workers are excluded from low risk options.

Premium contributions

Do employees pay toward ☐ Yes ☐ No their LTD coverage?

If yes,

Amount employee pays _____ %

Amount employer pays _____ %

*If previous life and/or LTD coverage was not through the AWC Trust, list previous carrier and termination date:

Updates and changes:

If adding or increasing life or long-term disability, are you aware of any employee who is currently disabled or has a current/potential health risk that could result in a claim? If yes, include an attachment with name, date of birth, and last four of SSN.

☐ Yes
☐ No

Other non-AWC plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical			
Dental			
Vision			
Life			
Long-term disability			
EAP			
Tax-favored account(s) HSA/HRA/FSA			



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Consultant Amendment No. 2 - Agreement for Professional Services for the Engineering and Design of the Anderson Road Sewer Extension Project

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Move that Council authorize the City Manager to execute the Consultant Amendment No. 2 for the 'Cost Plus Fixed Fee' contract with Centry West Engineering for a time extension and increase maximum compensation \$84,610 for additional engineering and environmental design services.

Background/Summary:

Staff performed a consultant selection for Century West Engineering Corp to perform the engineering and design of the Anderson Road Sewer Extension Project. The project will eliminate the First Avenue Lift Station and provide a new 18-inch sewer service from 3rd Ave. and Lincoln St. to an existing structure on Umptanum Road. This sewer will also accommodate new infrastructure like the Winco facility and future Fieldhouse, along with providing an improved sewer main for existing businesses and residents.

Staff is requesting a time extension and increase in maximum compensation for additional engineering and environmental design services.

Previous Council Action:

On October 19, 2020, Council authorized the consultant agreement with Century West Engineering to complete the design for the project.

Analysis:

Staff went through a qualifications-based consultant selection process based on requirements associated with federal funding. Three consultant teams were interviewed for the project and Century West Engineering was selected. Following council authorization for the consultant agreement in October of 2020, Amendment Number 1 for the agreement was signed for a zero-cost time extension to complete the work.

The project was split into two phases, with phase one from the connection at Umptanum Road to just south of Wilson Creek on Anderson Road. This section of the project was built in 2024. The second phase of the project will extend from the connection on Anderson Road just south of Wilson Creek and extend north to 3rd Ave. and Lincoln St. This portion of the project is planned for construction early in 2025.

Amendment Number 2 is for authorization of an increase in total compensation of \$84,610 to complete additional engineering and environmental design services for both phases of the project. The total compensation will be increased from \$158,600 to \$243,210. Amendment #2 also extends the time of performance from December 31, 2022 to December 31, 2025.

Financial Impact:

The increased agreement amount for the design of this project is within the existing budget for the second phase of the project in the Wastewater Utility Fund.

Budget Adjustment: No

Attachments:

1. Anderson Rd Sewer Ext Amendment 2 10-17-2024

AMENDMENT NO. 2
Date: October 17, 2024



Under the terms and conditions established by the Agreement For Professional Services Between **The City of Ellensburg** And **Century West Engineering Corporation**, dated October 20, 2020, the Agreement is amended as follows:

Project #: 35000.004.01

Project Name: Anderson Road Sewer Extension Project

Amendment: **2. Scope of Work.** The scope of work shall be modified to include the additional tasks as described in the attached Exhibit A.

3. Time of Performance. The duration of the Agreement shall be extended from December 31, 2022 to December 31, 2025.

5. Maximum Compensation. The Consultant's maximum compensation under this agreement shall be increased by \$84,610, from \$158,600 to \$243,210.

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

All other terms and conditions remain unchanged.

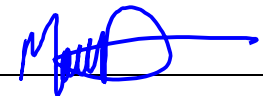
City of Ellensburg

By: _____

Title: _____

Date: _____

Century West Engineering Corporation

By:  _____

Title: Vice-President

Date: 11-13-24

Scope of Work

Owner: City of Ellensburg
 Consultant: Century West Engineering Corporation
 Project Title: Anderson Road Sewer Extension Project, Project #35000.004.01
 Work Description: Design Phase Services Amendment 2

Scope of Work: The City of Ellensburg intends to construct a gravity sewer main along First Street, Railroad Ave, Anderson Road, and Umptanum Road (up to 7,500 linear feet) to bypass an existing sewer lift station. The proposed alignment will pass near the Smith-Kem Toxics Cleanup Site at 200 Railroad Avenue. This scope of work provides for additional effort in coordination and design activities related directly to the Smith-Kem site, including splitting the project into two phases.



The CONSULTANT shall provide the following services:

Task 2350 Final Design Phase 1

Consultant will revise preliminary plans and specifications to provide final design drawings and contract documents for Phase 1 of the project. Phase 1 will include the segment starting at approximately 710 Anderson Road and extending to the tie-in point at approximately 300 Umptanum Road. This segment includes one creek crossing at Wilson Creek.

1. The Consultant shall submit (electronically) one set of contract documents at 95% completion. The 95% submittal shall include contract drawings and contract provisions based on City of Ellensburg Design Standards and on the 2024 WSDOT Standard Specifications, and a revised quantity and cost estimate.
2. After receiving comments on the 95% submittal, Consultant shall finalize and stamp the contract documents. Stamped contract documents shall be provided to the City as an electronic copy in PDF format.
3. Consultant shall submit copies of the final contract documents to the Department of Ecology for review and approval. Any comments received from Ecology will be addressed, and contract documents will be revised as needed.
4. Consultant shall apply for a Hydraulic Project Approval (HPA) with the Washington Department of Fish and Wildlife (WDFW). Consultant shall prepare a Water Quality Monitoring & Protection Plan as part of the HPA application. Any comments received from WDFW will be addressed, and contract documents will be revised as needed.

Task 2400 Final Design Phase 2

Consultant will revise preliminary plans and specifications to provide final design drawings and contract documents for Phase 2 of the project. Phase 2 will include the segment starting at the intersection of Lincoln St. & 3rd Ave. and extending along Lincoln Street, 1st Avenue, and Railroad Avenue to the Phase 1 tie-in point at approximately 710 Anderson Road. This segment includes two crossings of Mercer Creek.

1. Consultant will coordinate with the Owner's selected environmental consultant to incorporate the specialty design and specifications for trench stabilization and/or dewatering treatment near the Smith-Kem Toxics Site into the contract documents.
2. The Consultant shall submit (electronically) one set of contract documents at 95% completion. The 95% submittal shall include contract drawings and contract provisions based on City of Ellensburg Design Standards and on the 2024 WSDOT Standard Specifications, and a revised quantity and cost estimate.
3. After receiving comments on the 95% submittal, Consultant shall finalize and stamp the contract documents. Stamped contract documents shall be provided to the City as an electronic copy in PDF format.
4. Consultant shall submit copies of the final contract documents to the Department of Ecology for review and approval. Any comments received from Ecology will be addressed, and contract documents will be revised as needed.

5. Consultant shall apply for a Joint Aquatics Resources Permit Application (JARPA) and Section 401 Water Quality Certification (WQC) with the Washington Department of Ecology. Any comments received from Ecology will be addressed, and contract documents will be revised as needed.

Task 4300 Smith-Kem Site Coordination

Consultant will provide additional coordination, communication, and project management activities pertaining to the Smith-Kem Site. Activities may include, but are not limited to the following:

1. Reviewing Remedial Investigation/Feasibility Study, draft Clean-Up Action Plans, SEPA checklists regarding the Smith-Kem Site.
2. Meeting and communicating with Ecology and other consultants regarding the Smith-Kem Site and interactions with the Owner's project.
3. Meeting and communicating with the Owner's legal counsel to provide technical support.
4. Evaluate additional construction methods to prevent the spreading of contaminants.
5. Provide preliminary opinions of cost for alternative construction methods.

Task 6100 Bidding and Award Phase 2

1. The Consultant shall assist the City with advertising the project for Construction, providing a bid announcement the City may use for publication, and establishing an electronic plan room for potential bidders to view the contract documents.
2. The Consultant shall administer a pre-bid conference, allowing bidders to view the project, and ask questions. The Consultant shall also respond to bidders questions during the bid period, and will issue addenda as needed to clarify the contract documents.
3. Following the bid opening, the Consultant will review bids for completeness, identify errors, and tabulate the bid results. Upon determining the lowest responsive bid, the Consultant will provide a written recommendation of award to the City.

Deliverables:

CONSULTANT shall deliver the following products:

1. Final Contract Documents for Phase 1.
2. Final Contract Documents for Phase 2.
3. Hydraulic Project Approval (HPA).
4. Water Quality Monitoring & Protection Plan (WQMPP).
5. Joint Aquatics Resources Permit Application (JARPA).
6. Section 401 Water Quality Certification (WQC).

Exclusions:

1. It is anticipated that additional environmental consultant services will be needed to provide specialty design for trench stabilization and/or dewatering treatment near the Smith-Kem Toxics Site. These services are not included in this scope of work.
2. This described scope of work is limited to the project identified above. Any additional projects, or changes to the character of the described projects may require an adjustment to the scope of services.

Exhibit B
Work Schedule

Owner: City of Ellensburg
Consultant: Century West Engineering Corporation
Project Title: Anderson Road Sewer Extension Project, Project #35000.004.01
Work Description: Design Phase Services, Amendment No. 2

The CONSULTANT shall complete tasks according to the following schedule:

Task Number	Task Description	Anticipated Start Date	Anticipated Completion Date
2350	Final Design Phase 1	2/1/2023	11/30/2023
2400	Final Design Phase 2	10/1/2024	12/31/2024
4300	Smith-Kem Site Coord.	10/1/2022	12/31/2025
6100	Bidding & Award Ph 2	11/15/2024	12/31/2024

Exclusions:

1. Some tasks are dependent on input or responses from third parties and are outside the control of the Consultant.
2. Additional work outside the described scope of services may require adjustment to the schedule.

EXHIBIT C
FEE SCHEDULE FOR ENGINEERING & RELATED SERVICES
EFFECTIVE NOVEMBER 1, 2023

The compensation for work done on the basis of personnel services plus incurred expenses will be established using the rates as set forth below:

A. PERSONNEL SERVICES

The following rates and classifications shall be in effect through 12/31/2023 for this contract.

Civil Engineering Services		Electrical Engineering Services	
120 Receptionist	\$82.00	109 Senior CAD Technician	\$135.00
117 Project Coordinator/Clerical I	\$93.00	161 Designer	\$125.00
118 Project Coordinator/Clerical II	\$113.00	103 Project Manager	\$193.00
153 Graphic Designer	\$140.00		
147 Staff Technician	\$100.00		
142 Senior Technician	\$135.00		
109 Senior CAD Technician	\$135.00		
133 Civil Designer	\$145.00		
181 Engineering Intern	\$75.00		
188 Engineer-in-Training I	\$115.00		
195 Engineer-in-Training II	\$130.00		
106 Project Engineer	\$145.00		
114 Staff Airport Planner	\$95.00		
112 Senior Airport Planner	\$172.00		
198 Senior Airport Planner II	\$225.00		
103 Project Manager	\$190.00		
165 Project Manager II	\$215.00		
102 Senior Project Manager	\$250.00		
163 Vice President	\$280.00		
101 Principal	\$305.00		

B. OUTSIDE EXPENSES

Any outside expenses including subconsultant and subcontractor services incurred for this project by Century West Engineering will be charged at 110% of the actual cost of the expense.

C. IN-HOUSE EXPENSES

1. Equipment Expenses:

Vehicle Mileage	Current IRS Rate
Nuclear Density Gauge	50.00/day
	150.00/wk
	550.00/mo
2. Drafting Supplies and Reproduction Costs:
 Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Plot	4.00/sheet
Photocopy	.05/copy

Amendment 2

1

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Jerica Pascoe

Digitally signed by Jerica
Pascoe
Date: 2024.11.11 16:34:48
-08'00'

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 **18TH DAY OF NOVEMBER 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	168007	TO	168170	\$ 783,307.67
EFT #'s	7109	TO	7145	\$ 697,546.23
Treasure Cash				Total Amounts
EFT #'S	820	TO	854	\$ 856,817.58
Check #'s	34214	TO	34222	\$ 669.75
Payroll Fund				Total Amounts
Check #'s	96318	TO	96320	\$ 5,112.66
Direct Deposits	82351	TO	82605	\$ 563,112.81

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Proposed Ordinance 4950 Adopting the 2025/2026 Biennial Budget (Public Comment Opportunity)

Submitted by: Gloria G. Lanphere

Department: Finance

Suggested Motion/Action:

Approve and conduct first reading of Ordinance 4950 adopting the 2025-2026 Biennial Budget.

Background/Summary:

The 2025-2026 Biennial Budget Ordinance has been prepared for first reading. Budgeting for the City of Ellensburg is a complex process. Although our population of about 21,000 indicates that we are a small city, we have all the complexities of a large city. We provide six utilities to our community, along with a transportation system, police department, parks and recreation, community development, and a library to name a few of the 53 active funds. We have just recovered from the COVID years and are budgeting in a setting of economic challenges and environmental changes. Our last biennial budget of 2023-2024 was successfully met with COVID recovery funds, bond dollars, and prudent strategic budget decisions. The last of the COVID funds have been designated and bond dollars have been spent on their respective infrastructure projects. The 2024 economy has slowed and recommended reserve levels are, as usual, being closely monitored. Economic forecasts are uncertain for the 2025-2026 biennial; however, the City's long-term revenue picture remains stable.

The 2025-2026 biennial budget serves as the City's policy document. It reflects the City's overall direction, goals and objectives, and conveys to our citizens Council's vision to meet ongoing community needs.

Previous Council Action:

Council adopted the previous 2023-2024 Biennial Budget on December 5, 2022, and has made several supplemental adjustments to revenues and expenditures throughout the past two years to adapt to real-time changes. Two revenue workshops were conducted for the purpose of City Council consideration of, and receiving public comments on, elements of the budget including on the proposed 2025 revenue sources supporting the activities of the General Fund and the constraints on restricted revenues and enterprise funds. Those workshops took place on October 7 and 21, 2024. The City Manager's Preliminary 2025-2026 Biennial Budget was presented in a public hearing along with a public hearing on Proposed Revenue Sources including the Property Tax Levy, which were both held at the City Council's November 4, 2024 meeting.

Analysis:

Although national economic forecasts are uncertain, the City's long-term revenue picture remains stable. However, continued inflationary pressures on labor, materials, equipment, and projects have required adaptive response to balancing the Biennial Budget. The 2025-2026 Biennial Budget totals \$128,549,660 for 2025 and \$128,061,329 for 2026. These totals include all the City's different types of funds: General Fund, Propriety, Special Revenue, Debt Service, Capital Project, Trust, and Custodial Funds.

The General Fund is the City's primary operating fund, supporting essential services and operations that benefit the entire City. This fund covers a wide range of services, including but not limited to public safety, parks and recreation, library, community development, public works, and general administration. The purpose of projecting the General Fund helps to analyze what commitments the City will be able to make. The City's General Fund operating revenues are conservatively projected to exceed budgeted 2024 levels and increase slightly between 2025 and 2026. The projected operating revenues for fiscal years 2025 and 2026 are \$21,645,908 and \$20,800,327 respectively. Combined with the projected beginning fund balance brought forward from 2024, the total available resources in the General Fund operations are \$26,653,209 for 2025 and \$24,649,902 for 2026.

Revenues for the General Fund come from a variety of sources, including taxes and fees. Total projected tax revenue (property tax, sales tax, business and occupation tax, and utility tax) for general governmental purposes are \$14,695,740 for 2025 and \$15,500,260 for 2026. Retail sales tax activity projection for most sectors anticipates flattening of taxable sales. Taxable sales in the construction sector are more volatile and are conservatively projected lower based on 2024 experience to date. The Biennial Budget includes Council-adopted increases to customer utility rates for 2025.

Most notably, the budget includes shifted use of restricted revenues by renewing the voted 0.2% transportation benefit district funding limited for transit services and set to expire on September 30, 2026, which will require a public vote in 2025. Transit has been consistently successful in acquiring grants and steadily gaining fund balance, while street maintenance projects have increased dependence on unrestricted sales tax, thereby reducing the available balance for other governmental activities such as parks, police, library, and administrative services. The budget anticipates reallocation of the voted funds, designating 0.1% to street maintenance and 0.1% to transit in 2026.

The 2025/2026 Biennial Budget includes a number of important capital projects as we continue to make progress in meeting and enhancing capital investment needs. Utility expansions included in this budget are focused upon preservation of existing systems and expansions to improve the resiliency of existing services and ensure redundancy in the event of outages or service interruptions on the various utility systems. The budget for new service connections and development-driven activity is derived from an estimate of anticipated activity.

Significant changes made since the Preliminary 2025-2026 Biennial Budget was presented on November 4, 2024, include adjusting fund balance carryovers from 2024, adjusting revenues to reflect 2024 realized amounts, and transferring an additional \$500,000 of federal COVID-relief funds (American Rescue Plan Act /State and Local Fiscal Recovery Funds),

which were allocated to the Anderson Road Sewer Project (491), to the General Facilities Fund (535) to provide partial funding for HVAC system component replacements for City Hall and the Library facility. The proposed Biennial Budget is balanced and all reserve fund balance targets have been met in 2025 and 2026.

Financial Impact:

The 2025-2026 Biennial Budget Ordinance would establish the appropriations and positions necessary to authorize the expenditures for each of the City's funds. As drafted, the budget maintains most service levels and infrastructure, makes targeted investments in Council priorities, and maintains fund balance within policy targets.

Budget Adjustment: No

Attachments:

1. Ord 4950 2025-2026 Biennial Budget First Reading
2. 2025-2026 Biennial Budget- Exhibit A & B
3. 2025-2026 Exhibit C- Positions by Department
4. Table 1 - Enhancements and Capital Projects List
5. 2025-2026 Proposed Biennial Budget Message 11-18-2024

ORDINANCE NO. 4950

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, ADOPTING THE 2025-2026 BIENNIAL BUDGET FOR THE CITY OF ELLENSBURG, WASHINGTON.

WHEREAS, State law, Chapter 35A.34 RCW, provides the legislative body of any code city the authority by ordinance to elect to have a two-year fiscal biennium budget in lieu of an annual budget; and

WHEREAS, Ordinance No. 4592 adopted by the City of Ellensburg on May 16, 2011 established the two-year fiscal biennium budget beginning January 1, 2013 and requires thereafter that a two-year fiscal biennial budget be prepared, considered and adopted under the provisions of Chapter 35A.34 RCW; and

WHEREAS, a workshop to discuss and review the general fund revenue estimates for 2025 was held with City Council at its October 7, 2024 meeting for the purpose of providing information to the public regarding the revenue estimates to be included in the proposed budget; and

WHEREAS, a public hearing on the general fund revenue estimates for 2025 was advertised and held at the November 4, 2024 Ellensburg City Council meeting for the purpose of providing information to the public regarding the revenue estimates to be included in the proposed budget and at which hearing all taxpayers were heard who appeared for or against; and

WHEREAS, a public hearing on the preliminary biennial budget for the two-year fiscal biennium 2025-2026 was advertised and held at the November 4, 2024 Ellensburg City Council meeting for the purpose of providing information to the public regarding the estimates and programs contained in the proposed budget and at which hearing all taxpayers were heard who appeared for or against any part of said budget; and

WHEREAS, a public hearing on the proposed biennial budget for the two-year fiscal biennium 2025-2026 was advertised and held at the November 18, 2024 Ellensburg City Council meeting for the purpose of providing information to the public regarding the estimates and programs contained in the proposed budget and at which hearing all taxpayers were heard who appeared for or against any part of said budget, following which the City Council for the City of Ellensburg conducted first reading of Ordinance 4950; and

WHEREAS, the City Council met regarding the proposed budget on December 2, 2024 for the purpose of adopting a final budget for the two-year fiscal biennium 2025-2026, and at which meeting the City Council made such changes as it deemed necessary and proper, and at which time it conducted second reading and adoption of Ordinance 4950;

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

Section 1. 2025-2026 Biennial Budget Adoption. The 2025-2026 Biennial Budget for the City of Ellensburg for the period January 1, 2025 through December 31, 2026, as determined in Exhibits A, B, and C, is hereby adopted.

Section 2. Copies of the biennial budget to be filed. The City Clerk is directed to keep a complete copy of the final 2025-2026 biennial budget, as adopted, together with a copy of the adopting ordinance, on file in the City Clerk's office, and a copy shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities as required by RCW 35A.34.120.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect January 1, 2025 after passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 2nd day of December, 2024.

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Publish: December __, 2024

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4950 is a true and correct copy of said Ordinance of like number of said City as the same was passed by said Council, and that Ordinance No. 4950 was published as required by law.

BETH LEADER

Ordinance 4950 2025/2026 Biennial Budget

Exhibit A

City of Ellensburg
2025 Budget Table

	Budgeted Beg Fund Balance	2025 Revenues	2025 Expenditures	Budgeted Ending Fund Balance
General Fund	5,007,301	21,645,908	22,803,634	3,849,575
Managerial Funds of the General Fund	-	-	-	-
Economic Development Investments Fund	630,412	-	-	630,412
Sales Tax Reserve Fund	1,204,416	6,383,912	7,056,734	531,594
Art Acquisition Fund	58,353	51,000	105,000	4,353
General Grants Fund (CARES/ARPA/CCA)	1,800,881	750,000	2,100,881	450,000
Library Trust Fund	378,188	7,500	8,974	376,714
Hal Holmes Trust Fund	180,193	4,500	1,472	183,221
Fire Relief & Pension Trust Fund	887,553	232,767	163,852	956,468
Managerial Funds of the General Fund	5,139,996	7,429,679	9,436,913	3,132,762
Special Revenue Funds	-	-	-	-
Street Fund	985,982	2,658,227	3,112,899	531,310
Arterial Street Fund	4,052,400	4,484,871	5,767,464	2,769,807
Traffic Impact Fees Fund	644,964	389,387	117,750	916,601
Public Transit Fund	5,455,572	2,635,127	3,168,927	4,921,772
Criminal Justice Sales Tax Fund	2,404,314	2,051,226	2,055,166	2,400,374
Drug Fund	27,625	3,100	10,000	20,725
CATV Operations Fund	102,752	81,536	86,109	98,179
CATV Capital Fund	69,451	-	-	69,451
Parks Acquisition Fund	462,455	101,820	-	564,275
Lodging Tax Fund	1,634,549	687,000	550,966	1,770,583
Housing Fund	2,489,916	1,207,406	1,104,870	2,592,452
Total Special Revenue Funds	18,329,980	14,299,700	15,974,151	16,655,529
Debt Service Funds	-	-	-	-
Facilities Improvement Debt Service Fund	361,381	562,327	563,326	360,382
2010 Maintenance Bond Debt Service Fund	86,815	186,403	186,403	86,815
LID Guaranty Fund	153,508	5,000	-	158,508
Total Debt Service Funds	601,704	753,730	749,729	605,705
Capital Project Funds	-	-	-	-
Fieldhouse Development Fund	6,191,694	572,000	485,232	6,278,462
Capital Improvement Bond Projects Fund	348,384	500,000	848,384	-
General Capital Projects Fund	116,203	-	-	116,203
Sidewalk Fund (REET1)	511,529	376,000	343,000	544,529
Recreational Facilities Fund (REET 2)	563,082	313,431	100,000	776,513
Total Capital Project Funds	7,730,892	1,761,431	1,776,616	7,715,707
Enterprise Funds	-	-	-	-
Stormwater Utility Fund	857,796	3,518,351	3,802,605	573,542
Telecommunications Utility Fund	479,857	410,324	542,203	347,978
Gas Utility Fund	2,486,112	15,122,537	14,858,245	2,750,404
Electric Utility Fund	11,977,278	22,634,757	29,224,730	5,387,305
Water Utility Fund	6,998,477	6,978,953	9,557,700	4,419,730
Sewer Utility Fund	6,343,772	8,266,225	10,192,243	4,417,754
Total Enterprise Funds	29,143,292	56,931,147	68,177,726	17,896,713
Internal Service Funds	-	-	-	-
Shop & Warehouse Fund	9,833,559	3,806,562	3,140,993	10,499,128
General Facilities Fund	133,918	1,053,744	1,012,752	174,910
Health & Benefits Fund	1,086,219	10,000	1,096,219	-
Risk Management Fund	1,312,181	1,076,102	1,110,829	1,277,454
Information Technology Fund	1,248,914	2,914,571	2,732,003	1,431,482
Geographic Info. Systems Fund	745,542	349,127	538,095	556,574
Internal Service Funds	14,360,333	9,210,106	9,630,891	13,939,548
All Funds	80,313,498	112,031,701	128,549,660	63,795,539

Ordinance 4950- 2025/2026 Biennial Budget				Exhibit B
City of Ellensburg				
2026 Budget Table				
Budgeted Beg	2026	2026	Budgeted Ending	
Fund Balance	Revenues	Expenditures	Fund Balance	
General Fund	3,849,575	20,800,327	23,476,816	1,173,086
Managerial Funds of the General Fund	-	-	-	-
Economic Development Investments Fund	630,412	-	-	630,412
Sales Tax Reserve Fund	531,594	6,475,071	6,506,164	500,501
Art Acquisition Fund	4,353	51,000	50,000	5,353
General Grants Fund (CARES/ARPA/CCA)	450,000	-	300,000	150,000
Library Trust Fund	376,714	7,500	8,983	375,231
Hal Holmes Trust Fund	183,221	4,000	1,546	185,675
Fire Relief & Pension Trust Fund	956,468	231,888	168,522	1,019,834
Managerial Funds of the General Fund	3,132,762	6,769,459	7,035,215	2,867,006
Special Revenue Funds	-	-	-	-
Street Fund	531,310	2,857,106	3,310,869	77,547
Arterial Street Fund	2,769,807	6,807,651	8,090,557	1,486,901
Traffic Impact Fees Fund	916,601	389,387	867,750	438,238
Public Transit Fund	4,921,772	1,716,376	2,775,022	3,863,126
Criminal Justice Sales Tax Fund	2,400,374	2,070,984	2,141,069	2,330,289
Drug Fund	20,725	3,100	5,000	18,825
CATV Operations Fund	98,179	75,954	86,047	88,086
CATV Capital Fund	69,451	-	-	69,451
Parks Acquisition Fund	564,275	101,820	-	666,095
Lodging Tax Fund	1,770,583	687,000	625,975	1,831,608
Housing Fund	2,592,452	805,406	742,770	2,655,088
Total Special Revenue Funds	16,655,529	15,514,784	18,645,059	13,525,254
Debt Service Funds	-	-	-	-
Facilities Improvement Debt Service Fund	360,382	562,327	563,326	359,383
2010 Maintenance Bond Debt Service Fund	86,815	186,403	186,403	86,815
LID Guaranty Fund	158,508	4,000	-	162,508
Total Debt Service Funds	605,705	752,730	749,729	608,706
Capital Project Funds	-	-	-	-
Fieldhouse Development Fund	6,278,462	-	-	6,278,462
General Capital Projects Fund	116,203	-	-	116,203
Sidewalk Fund (REET1)	544,529	376,000	343,000	577,529
Recreational Facilities Fund (REET 2)	776,513	313,431	-	1,089,944
Total Capital Project Funds	7,715,707	689,431	343,000	8,062,138
Enterprise Funds	-	-	-	-
Stormwater Utility Fund	573,542	2,542,752	2,781,954	334,340
Telecommunications Utility Fund	347,978	410,324	549,521	208,781
Gas Utility Fund	2,750,404	15,177,736	15,343,601	2,584,537
Electric Utility Fund	5,387,305	28,983,598	29,469,264	4,901,639
Water Utility Fund	4,419,730	6,878,953	8,682,362	2,616,321
Sewer Utility Fund	4,417,754	10,241,344	12,298,071	2,361,027
Total Enterprise Funds	17,896,713	64,234,707	69,124,773	13,006,645
Internal Service Funds	-	-	-	-
Shop & Warehouse Fund	10,499,128	3,976,056	3,265,564	11,209,620
General Facilities Fund	174,910	1,057,701	1,022,727	209,884
Risk Management Fund	1,277,454	1,116,798	1,161,525	1,232,727
Information Technology Fund	1,431,482	2,887,368	2,690,361	1,628,489
Geographic Info. Systems Fund	556,574	357,010	546,560	367,024
Internal Service Funds	13,939,548	9,394,933	8,686,737	14,647,744
All Funds	63,795,539	118,156,371	128,061,329	53,890,579

Department/ Position	FTE '25	FTE '26
General Governmental		
Mayor	0.04	0.04
Council Member	0.21	0.21
Total FTE	0.25	0.25

City Administration

City Manager	1.00	1.00
Arts & Economic Development Mgr.	1.00	1.00
City Attorney	1.00	1.00
Assistant City Attorney	1.00	1.00
Asst.City Manager/City Attorney	0.25	-
Executive Assistant	1.00	1.00
Executive Assistant/Asst. City Clerk	0.66	0.66
City Attorney	1.00	1.00
HR Director	1.00	1.00
HR Specialist	2.00	2.00
Communications Officer/PIO	1.00	1.00
Legal Intern	0.25	0.25
Total FTE	10.16	9.91

Department/ Position	FTE '25	FTE '26
Police Department		
Police Chief	1.00	1.00
Animal Control Officer	1.00	1.00
Code Enforcement Officer	2.00	2.00
Corporal	4.00	4.00
Crime Analyst	1.00	1.00
Police Captain	2.00	2.00
Police Officer First Class	18.00	18.00
Police Records Supervisor	1.00	1.00
Law Enforcement Records Clerk	4.00	4.00
Sergeant Regular	6.00	6.00
Total FTE	40.00	40.00

Department/ Position	FTE '25	FTE '26
Finance Department		
Account Clerk 1/RPZ	2.00	2.00
Account Clerk II	3.00	3.00
Accountant II	1.00	1.00
Accountant III (Financials)	1.00	1.00
Accounting Specialist	2.00	2.00
Assistant Finance Director	1.00	1.00
Billing Specialist	1.00	1.00
City Clerk	1.00	1.00
Executive Assistant/Deputy City Clerk	0.44	0.44
Finance Director	1.00	1.00
Payroll/Accounting Specialist	1.75	1.75
Senior Meter Reader	1.00	1.00
Senior Utility Account Clerk	1.00	1.00
Utility Services Supervisor	1.00	1.00
Accountant III (Budget Officer)	1.00	1.00
Contracts & Purchasing Manager	1.00	1.00
Total FTE	20.19	20.19

Department/ Position	FTE '25	FTE '26
Community Development Department		
Building Inspector	1.00	1.00
Building Official	1.00	1.00
Community Dev. Director	1.00	1.00
Housing Coordinator/ Grants Manager	1.00	1.00
Planner	2.00	2.00
Planning Manager	1.00	1.00
Planning/Permit Technician	2.00	2.00
Senior Planner	1.00	1.00
Total FTE	10.00	10.00

Library/ Hal Holmes Department

Hal Holmes Facility Assistant	0.95	0.95
Hal Holmes Office Manager	1.00	1.00
Librarian	1.00	1.00
Library Aide	0.38	0.38
Library Assistant	2.70	2.70
Library Associate	3.75	3.75
Library Director	1.00	1.00
Library Specialist	0.75	0.75
Office Specialist	0.45	0.45
Total FTE	11.98	11.98

Telecom/Info. Technology

IT Director	1.00	1.00
IT Manager (Network/Security)	1.00	1.00
IT Systems Administrator	2.00	2.00
Business Analyst	2.00	2.00
Service Desk Specialist	1.00	1.00
GIS Supervisor	1.00	1.00
GIS Specialist	1.00	1.00
Student Intern	0.30	0.30
Total FTE	9.30	9.30

Department/ Position	FTE '25	FTE '26
Parks & Recreation Department		
Parks & Recreation Director	1.00	1.00
Aquatic & Recreation Supervisor	1.00	1.00
Rec Aide-ERRC	1.24	1.24
Parks & Recreation Office Assistant	1.00	1.00
Adult Activity Coordinator	1.00	1.00
Youth Center and Athletic Program Supervisor	1.00	1.00
Adult Activity Rec Leader III	0.45	0.45
Adult Activity Rec Aid	0.40	0.40
Acquatic / Recreation Leader	2.00	2.00
Lifeguard	3.81	3.81
Instructor	1.23	1.23
Custodian I	0.58	0.58
Sports Officials I-V	1.43	1.43
Recreation Leader- Tiny Tots	0.10	0.10
SBYC Recreation Leader	0.40	0.40
SBYC Rec Aid	0.80	0.80
Park Attendants	0.62	0.62
Park Foreman	1.00	1.00
Park Maintenance Technician	4.00	4.00
Temporary Laborers-Park	8.67	8.67
Total FTE	31.73	31.73

Department/ Position	FTE '25	FTE '26
Public Works Admin/ Engineering/Energy Services		
Public Works Director	1.00	1.00
Assistant Public Works Director	1.00	1.00
Assistant City Engineer	1.00	1.00
City Engineer/Engineering Services Manager	1.00	1.00
Civil Engineer	2.00	2.00
PW Finance Officer	1.00	1.00
Public Transit Manager	1.00	1.00
Water Resources Manager/Stormwater Manager	1.00	1.00
Water Resources Program Coordinator	1.00	1.00
Engineering Intern	0.34	0.34
Development Supervisor	1.00	1.00
Engineering Technician I	1.00	1.00
Engineering Technician II	1.00	1.00
Engineering Technician III	1.00	1.00
Development Supervisor	1.00	1.00
PW Administrative Secretary	1.00	1.00
Street Foreperson	1.00	1.00
Water Foreperson	1.00	1.00
WWTP Foreperson	1.00	1.00
Shop Foreperson	1.00	1.00
Heavy Equipment Operator- Street	7.00	7.00
Temporary Laborers- Street	1.94	1.94
Cross Connection Control Specialist	1.00	1.00
Senior Pipeperson- Water	4.00	4.00
Plant Maintenance Tech- Water	2.00	2.00
Temporary Laborer- Water	1.50	1.50
Plant Maintenance Tech- Sewer	4.00	4.00
Lab Tech Operator	1.00	1.00
Treatment Plant Operator	2.00	2.00
Collection Serviceperson	3.00	3.00
Temporary Laborers- Sewer	0.58	0.58
Total FTE	48.36	48.36

Department/ Position	FTE '25	FTE '26
Energy Services		
Energy Services Director	1.00	1.00
Telecom Project Manager	1.00	1.00
Senior Electrical Engineer	1.00	1.00
Operations Analyst	1.00	1.00
Gas Engineer	1.00	1.00
Operations Supervisor- Gas	1.00	1.00
Operations Supervisor- Light	1.00	1.00
Project Engineer	1.00	1.00
Rate Analyst	1.00	1.00
Sustainability & Energy Coordinator	1.00	1.00
Energy Resources Manager	1.00	1.00
Engineering Tech - Light	1.00	1.00
Engineering Specialist - Light	1.00	1.00
Engineering Specialist- Gas	1.00	1.00
Gas Engineering Intern	0.42	0.42
Gas Foreperson	1.00	1.00
Gas Journeyperson	5.00	5.00
Gas Serviceperson	1.00	1.00
Light Foreperson	1.00	1.00
Light Serviceperson	2.00	2.00
Journeyman Line Worker	3.00	3.00
Meterperson	1.00	1.00
Groundperson	1.00	1.00
Total FTE	29.42	29.42

Department/ Position	FTE '25	FTE '26
Shop/ Warehouse		
Fleet and Facilities (Shop & Warehouse) Manager	1.00	1.00
Equipment Mechanic	2.00	2.00
Lead Mechanic	1.00	1.00
Plant Maintenance	1.00	1.00
Warehouse Person	2.00	2.00
Warehouse/Plant Maintenance Tech	1.00	1.00
Temporary Student Laborer- Shop	0.59	0.59
Total FTE	8.59	8.59

Department/Division	Fund	2025 Expenditures & Transfers-Out	2026 Expenditures & Transfers-Out
Administration			
Budgeted			
DEI Commission Continued Funding	011	\$ 10,000	\$ 10,000
Legislative Professional Services	011	5,000	7,000
Parks & Rec Sustainable Funding Professional Services	013	40,000	-
Consultant for ADA Web	013	30,000	-
Communications-Smart TVs	013	4,100	
Training for staff	013	4,400	4,400
Indigent Defense Cost - Kittitas County	013	75,000	75,000
Web Accessibility Professional Services	013	30,000	
Reclass HR Assist to HR Specialist	014	2,070	5,450
City Attorney Position (reclassify after retirement)	013	(37,902)	(30,513)
Contracts & Purchasing Manager	012	148,172	153,358
Cybersecurity System Enhancements	550	24,000	12,000
Software Roadmap Implementation/ERP System	550, 555	500,000	500,000
CCA Funding - State Decarbonization Grant	011	750,000	
Budgeted Total		\$ 1,584,840	\$ 736,695
Not Budgeted			
Assistant City Manager- partial 2025	013	174,091	227,763
Police Department			
Budgeted			
AED - in police vehicles	016	8,155	8,563
2025 Vehicle Replacement	016	26,220	26,220
2026 Police Vehicle Replacement	016		29,904
Detective Car	016		11,016
Taser Replacement	130		39,000
Flock Cameras (pre council approved)		39,000	
Drone Equipment	130	13,700	2,500
Speed Sign Budget Request	130	4,500	
2026 Body Worn Camera (BWC) Replacements	130		53,000
Budgeted Total		\$ 91,575	\$ 170,203
Community Development			
Budgeted			
Commerce Grants for Comp Plan and Climate Chapter	017	137,500	121,875
Budgeted Total		\$ 137,500	\$ 121,875
Not Budgeted			
FT Code Enforcement Officer	017	106,500	105,000
Public Works Admin/Engineering			
Budgeted			
PW Director Reclassification/Reorganization	019	-	-
Engineering Tech I reclassified to Tech II	019	11,933	12,435
GPS/ Survey Equipment	019	25,000	15,000
Budgeted Total		\$ 36,933	\$ 27,435
Parks & Recreation			

Note: Other cost increase drivers include bargained wages and mandated increases for retirement contributions.

Department/Division	Fund	2025 Expenditures & Transfers-Out	2026 Expenditures & Transfers-Out
Budgeted			
ALTC Grant Nurse//decreased budget for this item	022	8,000	8,000
PERS Eligibility for Rec Aide IV's	022	32,557	33,697
Van Rental for Adult Activity Center		4,160	4,160
Tread Step System replaces failing stair system	022		7,500
Fitness Equipment-2yr replacement plan	022	5,000	5,000
Pool Lift for Accessibility	022	4,500	
Duraform Diving Board	022	7,700	
Park Plan Update	370	100,000	
Mt. View Park Tennis Court Project	160	302,800	
Reduced Pool Hours - Personnel Costs	022	(25,000)	
West Ellensburg Park Playground	160	125,000	
Parks Maintenance UTV with Equip	531	33,000	
Budgeted Total		\$ 597,717	\$ 58,357
Not Budgeted			
Van Replacement	531		120,000
Park Maint Techs (1 in 2025 & second position in 2026)	022	107,647	107,647
Park Maint Techs (1 in 2025 & second position in 2026)	022		107,647
Aquatic Manager Request	022	73,175	75,251
Reed Park Phase I Development	370		433,900
Fitness Equipment-2yr replacement plan	022	13,000	13,000
Duraform 1m Diving Board Tower	022	26,000	
Library Department			
Budgeted			
Youth Assistant-Summer hours .03 FTE reading program	023	1,186	1,186
Cooling/Warming Center Staff Hours	023	1,000	1,000
Collection Development - Digital Items	023	2,000	2,000
Collection Development - Physical Items	023	2,000	2,000
Budgeted Total		\$ 6,186	\$ 6,186
Street			
City Planted Tree Annual Maintenance	120	30,000	30,000
		\$ 30,000	\$ 30,000
Not Budgeted			
Chip Seal Program - Reduced by 2 days	120	(150,000)	
Arterial Street			
Budgeted			
3rd Avenue Sidewalk and Paving	123		450,000
Bridge Inspections	123	5,000	5,000
Capital Project contingency	123	260,000	225,000
Dolarway Substation Frontage Improvements	123	30,000	400,000
Gateway II	123	515,000	5,125,000
Helena Avenue Improvements (Design)	123	200,000	100,000
On-Call Traffic Analysis	123	200,000	100,000
Replacement Switches for all Traffic Signals	123	115,000	
Signal Optimization	123	25,000	25,000
Water Street Overlay	123	3,526,000	
Budgeted Total		\$ 4,876,000	0 \$ 6,430,000
Not Budgeted			
7th Avenue Slurry Seal	123		450,000
Traffic Impact			

Note: Other cost increase drivers include bargained wages and mandated increases for retirement contributions.

Department/Division	Fund	2025 Expenditures & Transfers-Out	2026 Expenditures & Transfers-Out
Budgeted			
Capital Project Contingency	125	50,000	50,000
Budgeted Total		\$ 50,000	\$ 75,000
Transit			
Budgeted			
Water Street ADA and Bus Stop Improvements	127	476,000	
Budgeted Total		\$ 476,000	\$ -
Lodging Tax Fund			
Budgeted			
LTAC Administration (Arts& Econ. Dev. Manager)	165	15,000	15,000
Visitor Center/Concierge at Unity Park	165	75,000	75,000
Budgeted Total		\$ 90,000	\$ 75,000
Not Budgeted			
Downtown Furniture Replacement	165	30,000	30,000
Housing & Related Services			
Budgeted			
CHIP Grant related activity (pass thru grant)	172	497,370	60,270
Budgeted Total		\$ 497,370	\$ 60,270
Fieldhouse Development			
Budgeted			
Design & Build Contract	325	423,381	
Budgeted Total		\$ 423,381	
Sidewalk			
Budgeted			
Capital Project Contingency	366	160,000	160,000
Budgeted Total		\$ 160,000	\$ 160,000
Stormwater Utility			
Budgeted			
	431,		
Water Resource Manager - reclassify Stormwater Manage	481, 491	0	-
Water/Storm Program Coordinator	431	97,910	103,638
Annual Stormwater Improvements	431		75,000
Reecer Creek Levee Construction	431	1,238,363	
Tree Maintenance shared fund expense	431	10,000	10,000
Budgeted Total		\$ 1,346,273	\$ 188,638
Telecommunications Utility			
Budgeted			
Telecom Business/Project Manger	451	177,588	184,444
Budgeted Total		\$ 177,588	\$ 184,444

Note: Other cost increase drivers include bargained wages and mandated increases for retirement contributions.

Department/Division	Fund	2025 Expenditures & Transfers-Out	2026 Expenditures & Transfers-Out
Natural Gas Utility			
Budgeted			
Gas Operations Supervisor-position reclassified from Assistant Utilities Director		98,837	102,378
Advanced Metering Infrastructure (AMI)	461	1,000,000	1,000,000
Gas Emission Mitigation Equipment	461	80,000	
Gas Tap Station Safety Improvements PH 1	461	120,000	
Davit Lift System	461	7,500	-
Budgeted Total		\$ 1,306,337	\$ 1,102,378
Not Budgeted			
Engineering Tech II	461	107,200	110,952
Electric Utility			
Budgeted			
Energy Systems Director - Re-organization	451, 461, 471	256,932	266,455
Light- Summer Intern	471	13,017	13,449
AMI Conversion	471	1,490,000	1,000,000
Berry Rd Reconductor	471		400,000
Canyon Rd I-90 Cross	471		500,000
D1 Dolarway Substation Improvement	471	3,250,000	5,000,000
Gateway 2	471	750,000	
Mt View Reconductor	471	750,000	
SR97- HWY 10 Loop	471	300,000	
Budgeted Total		\$ 6,809,949	\$ 7,179,904
Water Utility			
Budgeted			
Plant Maintenance Technician	481	112,866	116,716
24" Main Valve Replacement	481	20,000	20,000
Annual Water Main Replacement	481	300,000	300,000
ASR Feasibility Study	481	100,000	
Craigs Hill Seismic Study	481	50,000	
Well Property Acquisition and Design/Permitting	481	750,000	
Memorial Park Water Main Relocation	481	65,000	
Mt. Stuart Well Rehabilitation	481	150,000	
Permanent Backup Generator	481		500,000
Reservoir Property Acquisition	481	750,000	
Rotary Park Irrigation Design	481	100,000	
Seattle Ave Water Main	481	400,000	
Telemetry Upgrades	481	50,000	50,000
Water Distribution Main Extensions	481	50,000	50,000
Water Distribution Main Oversizing	481	50,000	50,000
Well Pump and Motor Inspection and Repair	481	150,000	150,000
Well Siting Study/Property Acquisition/Design/Permitting	481	200,000	
Budgeted Total		\$ 3,185,000	\$ 1,120,000
Not Budgeted			
PW Engineer - 50% Water/ 50% WwTP	481/491	82,497	85,384

Note: Other cost increase drivers include bargained wages and mandated increases for retirement contributions.

Department/Division	Fund	2025 Expenditures & Transfers-Out	2026 Expenditures & Transfers-Out
Wastewater Utility			
Additional Aerator in Each Basin	491	40,000	1,000,000
Anderson Road Sewer (Phase II)	491	2,900,000	
Cured in Place Sewer Rehab	491		400,000
New Clarifier Design--Procurement	491	2,000,000	2,000,000
RAS Building Improvements	491	800,000	
Sewer Main Extensions	491	50,000	50,000
Sewer Main Oversizing	491	50,000	50,000
Wenas St. Sewer Extension	491	500,000	2,500,000
WWTR Methane Recapture	491	8,000	192,000
Budgeted Total		\$ 6,348,000	\$ 6,192,000
Not Budgeted			
PW Engineer - 50% Water/ 50% WwTP	481/491	82,497	85,384
Shop Facilities & Warehouse			
Budgeted			
Facilities & Fleet Manager - 50% Shop/ 50% Gen			
Facilities-reclassified from Shop & Warehouse Manager	531, 535	-	-
Shop Capital Equip Purchase/replace	531	544,000	645,000
Central Service Facility Rental Charges	531	85,000	85,000
Warehouse Service Charges	531	220,000	220,000
Warehouse Person	531	114,279	117,376
Budgeted Total		\$ 963,279	\$ 1,067,376
General Facilities Fund			
Budgeted			
Facilities & Fleet Manager - 50% Shop/ 50% Gen			
Facilities- reclassified from Shop & Warehouse Manager	531, 535	-	-
Library HVAC Replacement (Partial)	340	852,705	-
Not Budgeted			
City Hall Remodel	535	1,820,000	
Library HVAC Replacement (Partial)	535	447,295	
City Hall Boilers and Chillers Replacement	535	150,000	200,000
Budgeted Total		\$ 2,417,295	\$ 200,000
Information Technology (IT)			
Budgeted			
IT Intern	550	6,004	6,004
Network/Security Manager - Reclassified	550	-	-
Firewall, Log Analyzer, and Vulnerability Scanner	550		44,500
Privilege Access Management Software	550	26,392	12,000
Identity Access Management Software	550	8,030	3,540
Automated Patch Management Software	550	9,100	9,100
Expand Log Analyzer Software	550	1,623	1,623
Budgeted Total		\$ 51,149	\$ 76,767
Not Budgeted			
Bamboo HR Software	550	27,466	46,923

Note: Other cost increase drivers include bargained wages and mandated increases for retirement contributions.



CITY OF ELLENSBURG
501 North Anderson Street
Ellensburg, Washington 98926
Telephone: (509) 962-7221 Fax: (509) 962-7143

November 18, 2024

Honorable Mayor, City Council, and Ellensburg Community:

We are pleased to present to you the proposed 2025-2026 Biennial Budget for the City of Ellensburg. The purpose of this transmittal letter is to provide the Council and public a summary of the general issues addressed in the budget and to highlight significant changes in projected revenues and expenditures. As presented, this document represents a continued commitment to provide effective fiscal management and professional service delivery, while maintaining a high quality of life for our community members. This budget adapts to changing circumstances and inflationary factors in the economy.

The balanced budget reflects a financial plan to move us forward toward achieving the priorities and milestones in the Ellensburg City Council Strategic Vision 2024-2029, goals identified in the City's Comprehensive Plan and other adopted plans. It allocates resources to a variety of programs necessary to protect the community, maintain the City's infrastructure, provides for adjustment to some service levels, and reallocates revenues in response to continued inflationary pressures impacting operations and capital projects.

Budget Development

The Biennial Budget preparation takes a significant amount of time and commitment on behalf of all departments every other year, beginning in June of even years. As noted below, staff formulate the budget with City Council's Strategic Vision in mind as the foundation of the priority-based budget development. This budget serves as a policy document, an operations guide, a financial plan, and a communications device for the coming biennium. It helps guide our decisions and discussions about operations and capital programs throughout each year of the biennium. Except for minor service reductions in parks and street maintenance, this budget maintains levels of service, programs, and required reserve balances. The budget pursues strategic opportunities to address Council priorities, and to the extent possible, addresses department operational and capital requests.

Financial Challenges and Opportunities

Although national economic forecasts are uncertain, the City's long-term revenue picture remains stable. However, continued inflationary pressures on labor, materials, equipment, and projects have required adaptive response to balancing the Biennial Budget. With mindful stewardship, we will continue to invest in maintenance and improvement of infrastructure systems and modernize operations to expand capacity to achieve the Council's vision and meet ongoing community needs.

This preliminary Biennial Budget embraces several tools to create efficiencies, maximize use of special (restricted) revenue, proposes reallocation of some revenue, and reduces specific general fund service levels—primarily in parks and streets—as the City and community consider other

long-term revenue options. Primarily flat sales tax revenues, and the limitation of the 1% property tax revenue increase restrict the City's ability to sustain established General Fund activities without adjustment and new revenue sources, reinforced by the Council's goal to explore dedicated parks and recreation resources. The final balance of one-time federal COVID-19 relief dollars is directed to fund a portion of the wastewater transmission system improvements, with \$1,000,000 redirected to the General Fund for revenue replacement in 2025. Bond funded investments have been completed for infrastructure, water distribution system, and wastewater collection and treatment systems.

The City's General Fund ending fund balance policy threshold is set at 15% of ongoing operating expense. For 2025 and 2026, reserve levels are at 25% and 15% respectively when including the sales tax reserve and Fire Relief & Pension reserve. While the projected fund balance in 2026 is near the 15% reserve threshold, it is anticipated that prudent management of the General Fund and Sales Tax Reserve Fund will result in a larger cash balance than budgeted and these expenditures will be closely monitored through continuing oversight activities to ensure a healthy bottom line at the end of each year.

Budget Summary

The 2025/2026 Biennial Budget totals \$128,549,660 for 2025 and \$128,061,329 for 2026, excluding ending fund balance. The City's General Fund operating revenues are conservatively projected to exceed budgeted 2024 levels and increase slightly between 2025 and 2026. The projected operating revenue for fiscal years 2025 and 2026 are \$21,645,908 and \$20,800,327 respectively. Combined with the projected beginning fund balance brought forward from 2024 the total available resources in the General Fund operations are \$26,653,209 for 2025 and \$24,649,902 for 2026.

Total projected tax revenue (property taxes, sales taxes, business and occupation tax, and utility taxes) for general governmental purposes are \$14,695,740 for 2025 and \$15,500,260 for 2026. Regular property tax receipts incorporate a 1.0% property tax increase as allowed under current law. This increase produces approximately \$36,040, plus new construction increase of \$43,451 in 2024. Retail sales tax activity projection for most sectors anticipates flattening of taxable sales. Taxable sales in the Construction sector are more volatile and are conservatively projected lower based on 2024 experience to date. The Biennial Budget includes Council adopted increases to customer utility rates for 2025.

Most notably, the budget includes shifted use of restricted revenues by renewing the voted 0.2% transportation benefit district funding limited for transit services and set to expire in 9/30/2026, which will require a public vote in 2025. Transit has been consistently successful in acquiring grants and steadily gaining fund balance, while street maintenance projects have increased dependence on unrestricted sales tax, thereby reducing the available balance for other governmental activities such as parks, police, library, and administrative services. The budget anticipates reallocation of the voted funds, designating 0.1% to street maintenance and 0.1% to transit in 2026.

Budget Highlights

The 2025/2026 Biennial Budget includes a number of important capital projects as we continue to make progress in meeting and enhancing capital investment needs. Utility expansions included

in this budget are focused upon preservation of existing systems and expansions to improve resiliency of existing service and ensure redundancy in the event of outages or service interruptions on the various utility systems. The budget for new service connections and development-driven activity is derived from an estimate of anticipated activity.

The personnel portion of the budget includes salary increases governed by the various labor contracts. Non-represented personnel expenditures are budgeted to accommodate a 3% cost of living adjustment in each year. Employees who have not reached the top of the pay scale for their position(s) will receive step increases within the allowable pay range subject to satisfactory performance and available revenue. The budget reflects moving away from the self-insured health benefits to a larger, more stable pool which provides some savings for 2025 and anticipates a 5% increase in rates for 2026.

Included in the budget are additional positions which add capacity to achieve Council priorities and meet shifting community needs, including re-organization of the Public Works & Utilities Department into two departments: Public Works and Energy Services. Several staff positions are be impacted by this change. Included in the preliminary budget: 1.0 FTE Energy Services Director, 1.0 FTE Telecom Business/Project Manager, 1.0 FTE Water/Stormwater Coordinator, 1.0 FTE Contracts and Purchasing Manager, 1.0 FTE Warehouse Person, and 1.0 FTE Water Division Plant Maintenance Tech. Reclassification of several positions related to the re-organization, succession, and organizational needs include: Public Works & Utilities Director to Public Works Director; Stormwater Manager to Water Resources Manager; Assistant Utilities Director to Gas Operations Supervisor; IT Telecom Manager to IT Network/Security Manager; Shop & Warehouse Manager to Fleet & Facilities Manager; Assistant City Manager/City Attorney to City Attorney (following pending retirement); Engineering Tech I to II; and HR Assistant reclassified to HR Specialist; and establishing PERS eligibility for qualified Recreation Aids.

The 2025/2026 Budget expands capacity and aligns resources with the Council's Strategic Vision 2024-2029 through the following enhancements:

Affordable Housing and Living

- Continues funding for capacity with a Housing and Grants Coordinator to maximize housing partnerships and projects to implement the Housing Action Plan and track progress on stock and affordability, coordinate City efforts to address gaps in housing pipeline.
- Continues CHIP grants to site improvements for affordable housing developments.
- Provides for consultant services to facilitate the periodic update of the Comprehensive Plan, including Housing, Transportation, Economic Development, Climate, and all other elements.
- Adds minor funding for warming and cooling shelter staffing.

Sustainable Economic Development

- Infrastructure system maintenance and investment program aligned with utility and transportation system plans to adequately serve forecasted future residential, commercial, and industrial uses.
- Continues funding for economic development to expand creative economy and entrepreneurial sector to retain and enhance community character; Implement the County-wide Economic Development Strategic Plan in collaboration with partners;

actively participate in countywide and regional collaboration around economic opportunities

- Provides funding for consultant services to support implementation elements of the City's economic development goals outlined in the County-wide Economic Development Strategic Plan in 2025.

Safety, Civic Engagement, and Cultural Inclusion

- Prepares to fund public defense services within the County's new office.
- Continues budget and staff support for diversity, equity, and inclusion initiatives.
- Provides for modest investment in communications budget to increase accessibility including translation and signing for events as appropriate and funding for consultant work to facilitate compliance with 2027 online accessibility mandates.
- Continues to provide resources to host civic education program, cultural events, and community-building programs.
- Increases tools for modern policing using data and updates technology to improve outcomes and officer safety.

Infrastructure and Energy

- Reorganizes Public Works and Utilities Department into two departments, Public Works and Energy Services, to increase capacity in light, gas, and fiber/telecom utilities to proactively prepare for future energy and broadband needs of community.
- Continues to implement actions in the City's Sustainability and Energy Plan. Structured budgeted operations and infrastructure investments to meet milestones and targets of Clean Energy Transformation Act (CETA), Climate Commitment Act, building codes, and other state and federal mandates.
- Provides resources for development of a comprehensive Urban Forestry plan, tree code update, and tree program.
- Continues renewable energy and conservation incentives in the energy utilities including the Home Energy and Appliance Rebate (HEAR) program.
- Continues investment in technology infrastructure to support community's present and future needs, including replace the City's enterprise resource planning (ERP) software system, improve data and processes to prepare for Asset Management System software, mature and enhance GIS program, and reinforce cybersecurity.
- Intentionally budgets for capital project contingencies for transportation infrastructure to address unforeseen costs within the adopted financial program.
- Completes Gateway II – Vantage Highway stormwater investments, and Reecer Creek Levee Extension flood mitigation to improve community resiliency.
- Additional bus shelters for Public Transit and ADA improvements on bus routes.
- Continues funding for legislative advocacy focused on the City's energy utilities.

Dedicated Parks and Recreation Resources

- Updates the City's Parks and Open Space Plan in 2025.
- Provides consultant funding to explore priority parks and recreation projects, explore partnerships (Boys & Girls Club, YMCA/YWCA, etc.) and new revenue options with community and stakeholders for increased recreation facilities such as the Fieldhouse, community center/pool, and park maintenance.
- Shifts investment in replacement of Adult Activity Center (AAC) van and funds rental fees for ongoing Senior Center activities. Purchase of Utility vehicle for year-round parks maintenance activities.

Other Major Projects, Programs, and Issues

- Invests in transportation and utility systems, including:
- Anderson Road sewer project, Phase II, funded partially with federal COVID-19 relief grant dollars and bond funds
- Water Street Overlay
- Phased Progressive Design-Build for Fieldhouse
- Sidewalk repair programs
- Dolarway Substation Construction
- Redundancy, safety, maintenance, and reliability investments for utility systems
- System expansions as needed
- Well siting and inspection for the Water Utility

A table of significant budget enhancements and capital projects is attached, including impacts to the fund and transfers (which amplify some expenditures).

Acknowledgments

The proposed 2025/2025 Biennial Budget is formulated with the intent to reposition the City and grow strategically. Every effort has been made to assure consistency with the leadership vision and direction of the City Council. As the City of Ellensburg moves forward, our focus will continue to be on fiscal stability, effectiveness, efficiency, transparency, accountability, and stewardship. I wish to express my sincere appreciation for the teamwork and support provided by department directors and their staff. A special note of thanks is given to Jerica Pascoe, Finance Director, Keith Bassett, Assistant Finance Director, Gloria Lanphere, Budget Officer, and Finance staff who have served as the main budget preparers and coordinators.

A special thanks to the City Council for their vision and priority setting that forms the framework of the budget. Council's clear direction and policy insight enabled staff to bring forward solid budget proposals, resulting in a sound financial plan for operations of the City in the next biennium and for the long-term future of the community.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Heidi Behrends Cerniwey', with a long horizontal flourish extending to the right.

Heidi Behrends Cerniwey
Ellensburg City Manager



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4947 - 2025 Property Tax Levy - Second Reading
(Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Conduct second reading and adoption of Ordinance 4947 establishing the Ad Valorem Property Tax Levy for 2025.

Background/Summary:

Ordinance 4947 reflects the 2025 levy for property taxes to be collected in 2025 for municipal purposes. The ordinance establishes the 2025 regular property tax levy and certifies the 2025 property tax levy to the Kittitas County Commissioners.

RCW 84.55.005 limits the increase in property taxes to the lower of one percent over the prior year levy rate or the Implicit Price Deflator (IPD). The IPD inflation rate for setting 2025 property taxes due in 2025 is 2.57%; therefore, the City was limited to a 1% increase.

Tax revenue funds are approximately 69% of the General Fund budget, of which property tax alone accounts for 25%. Because Council has very limited control over revenue/funding sources that support general government activities, without increases in General Fund revenues such as property tax, the City cannot fund the necessary overhead increases without further reducing fund balance or reducing services. In order for delivery of services to remain consistent from year to year, funding for these services must also remain consistent and thus rise and expenses/inflation rise.

Previous Council Action:

Council held a public hearing on 2025 revenue sources, including property tax, on November 4, 2024. Council established the 2025 Ad Valorem Property Tax Levy and gave first reading to Ordinance 4947 at the November 4, 2024 meeting.

Analysis:

Property tax collections for the City of Ellensburg are estimated to be \$3,683,517.14, equaling the highest lawful levy limit for this tax year. This is an increase of \$74,490.86 over the 2024 levy. This increase reflects a one percent (1.00%) increase of \$36,040.26 over the 2024 levy of \$3,604,026.28, and an increase of \$43,450.60 is attributed to new construction, improvements, wind turbines, solar, biomass, and geothermal facilities, an increase in the value of state-assessed property, and from annexations. These numbers may change slightly as updated numbers come in from the County.

Financial Impact:

Adoption of the Ordinance with a 1% increase will increase property tax revenue by \$36,040.26. The proposed 2025 budget includes a 1.00% increase.

Budget Adjustment: No

Attachments:

1. Ordinance 4947 - 2025 Property Tax Levy

ORDINANCE NO. 4947

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF ELLENSBURG FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2025, ON ALL PROPERTY IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVIES AND PAY DEBT SERVICE OBLIGATIONS OF SAID CITY AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Ellensburg adopted Ordinance 4592 in 2011 establishing a two-year fiscal biennial budget process as provided in Chapter 35A.34 RCW; and

WHEREAS, the City Council of the City of Ellensburg has met and considered its budget for 2025-2026 biennial budget pursuant to RCW 84.55.120; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Ellensburg held a duly advertised public hearing on November 4, 2024, to consider possible increases in property tax revenue for the calendar year 2025; and

WHEREAS, the City's actual levy amount from previous year was \$3,604,026.28; and

WHEREAS, the population of the city is more than 10,000,

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

Section 1. General Tax Levy for 2025. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year. The dollar amount of the increase over the actual levy amount from previous year shall be \$36,040.26, which is a percentage increase of 1% from previous year as authorized by RCW 84.55.005. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of the state assessed property, any annexations that have occurred and refunds made.

Section 2. Majority Approval. This ordinance was passed by a majority of the entire Council.

Section 3. Transmittal to Auditor. A certified copy of this Ordinance shall be transmitted to the Kittitas County Assessor's Office and to the Clerk of the Kittitas County Commissioners, and such other governmental agencies as provided by law.

Section 4. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 5. 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 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 18th day of November 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. 4947 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No 4947. was published as required by law.

BETH LEADER



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Proposed Ordinance 4948 Traffic Code Revisions - First Reading (Public Comment Opportunity)
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Move that Council consider first reading of Ordinance 4948.

Background/Summary:

An ordinance is required to revise regulatory signing on the city street system. The proposed changes include updates to the following code sections:

- ECC 8.28.040 Municipal Parking Lots
- ECC 8.36.040 Two-way Stop Intersections
- ECC 8.36.080 All -way Stop Intersections
- ECC 8.42.020 Speed Limits

Previous Council Action:

No previous Council Action

Analysis:

Staff have reviewed and are in support of the following code revisions:

- Update of the Municipal Parking Lots section to reflect the recent parking lot exchange with 1102 Parking LLC to remove the parking lot at the southwest corner of Sixth Ave. and Pearl St. and add the lot at the southeast corner of Seventh Ave. and Pearl St.
- Change the intersection of Helena Avenue and Walnut Street from a two-way stop intersection to an all-way stop intersection. Staff have been monitoring this intersection over the last several years to determine if it meets the warrants outlined in the Manual on Uniform Traffic Control Devices for all way stop control have been met. Recent development in this area has traffic volumes nearing the warranted levels for all-way stop consideration. A proposed development that is currently in the permitting phase completed a traffic analysis and has determined that their project's traffic generation would cause those warrants to be met.
- Reduction of the speed limit on Pfenning Road between Vantage Highway and Radio Road from 35 miles per hour to 25 miles per hour. Staff supports this speed reduction due to the recently completed road project that narrowed travel lanes and added dedicated bicycle lanes immediately adjacent to the travel lanes.

Financial Impact:

No fiscal impact.

Budget Adjustment: No

Attachments:

1. Ordinance 4948 - Traffic Code Revisions

ORDINANCE NO. 4948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTIONS 8.28.040, 8.36.040, 8.36.080, 8.36.120, 8.36.160, 8.42.020 AND 8.42.040 OF THE ELLENSBURG CITY CODE.

WHEREAS, City staff is requesting an update ECC 8.28.040 Municipal parking lots to reflect the recent parking lot exchange with the City of Ellensburg and 1102 Parking LLC; and

WHEREAS, City staff is requesting removal of the intersection of Helena Avenue and Walnut Street from the two way stop intersection and adding this intersection as an all way stop intersection; and

WHEREAS, City staff is requesting the reduction of the speed limit on Pfenning Road, between Vantage Highway and Radio Road from 35 miles per hour to 25 miles per hour due to the recently completed project which narrowed the travel lanes and added bicycle lanes immediately adjacent to the travel lanes;

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

Section 1. Section 8.28.040 of the Ellensburg City Code, as last amended by Section 6 of Ordinance 4842, is hereby amended to read as follows:

8.28.040 - Municipal parking lots.

A. It is unlawful for any person to stand or park any motor vehicle on the municipal parking lots located at the following locations in violation of the posted time and lot cleaning limitations:

Intersecting street names	Description
Pearl St. and Second Ave.	Southwest Corner
Pearl St. north of First Ave.	West of Pearl St.—Midblock
Pine St. and Second Ave.	Southeast Corner
Ruby St. and Second Ave.	Northwest Corner
Main St. and Third Ave.	Southwest Corner—Behind Alley
Pine St. and Fifth Ave.	Northwest Corner—Behind Alley
Anderson St. from Fifth Ave. to Sixth Ave.	West of Anderson St.
Pearl St. and Sixth Seventh Ave.	Southwest east Corner
Pearl St. and Fourth Ave.	Northwest Corner

B. Motor vehicle parking in these lots shall be limited to 24 hours.

C. Appropriate signs shall be conspicuously placed on these parking lots.

D. Any vehicle found standing or parking in violation of this section may be removed under the direction of the chief of police and held for the cost of such removal.

E. Any person, firm or corporation who violates any of the parking restrictions of this section shall, upon a finding of committed, be subject to a fine of \$25.00.

(Ord. 4842 § 6, 2019; Ord. 4800 § 1, 2018; Ord. 4770 § 1, 2017; Ord. 4490 § 4, 2007; Ord. 4287, 2001; Ord. 3322 §§ 1—6, 1981)

Section 2. Section 8.36.040 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4938, is hereby amended to read as follows:

8.36.040 Two-way stop intersections designated—Procedures required.

The following intersections, when appropriately signed, are designated as two-way stop streets, and all traffic proceeding on the first street indicated shall first come to a complete stop before proceeding into the intersection with the second designated street, then enter with due caution and yield the right-of-way to all other traffic proceeding on each such designated cross-street:

Alder St. at Sanders Road

Alder St. at Third Ave.

Anderson St. at Fifth Ave.

Anderson St. at Fourth Ave.

Anderson St. at Manitoba Ave.

Anderson St. at Seventh Ave.

Anderson St. at Tacoma Ave.

Anderson St. at Third Ave.

"B" St. at Eleventh Ave.

Berry Road at Burlington Northern Railroad Tracks

Bull Road and Willow St. at Mountain View Ave.

"C" St. at Ninth Ave.

"C" St. at Tenth Ave.

Chason Ave. at Ellington St.

Chason Ave. at Gail Road
Chestnut St. at Third Ave.
Chinook Ave. at Ellington St.
Cle Elum St. at Seventh Ave.
Cle Elum St. at Sixth Ave.
Cobblefield St. at Idaho Ave.
Countryside Ave. at Airport Road
Countryside Ave. at Ellington St.
Countryside Ave. at Gail Road
Delphine St. at Eleventh Ave.
Delphine St. at Tenth Ave.
Eleventh Ave. at Columbia St.
Eleventh Ave. at Okanogan St.
Ellington St. at Bender Road
Elliot St. at Fourth Ave.
Elliot St. at Second Ave.
Elliot St. at Third Ave.
Fifth Ave. at Chestnut St.
First Ave. at Alder St.
First Ave. at Chestnut St.
First Ave. at Main St.
First Ave. at Maple St.
First Ave. at Pearl St.
First Ave. at Pine St.
First Ave. at Poplar St.

First Ave. at Sampson St.
First Ave. at Walnut St.
First Ave. at Water St.
Fourteenth Ave. at Columbia St.
Fourteenth Ave. at Okanogan St.
Fourteenth Ave. at Water St.
Fourteenth Ave. at Main St.
Fourth Ave. at Alder St.
Fourth Ave. at Chestnut St.
Fourth Ave. at Kittitas St.
Fourth Ave. at Lincoln St.
Fourth Ave. at Maple St.
Fourth Ave. at Ruby St.
Fourth Ave. at Walnut St.
Fourth Ave. at Water St.
Greenfield Ave. at Alder St.
Greenfield Ave. at Spar Lane
Greenfield Ave. at Water St.
~~Helena Ave. at Walnut St.~~
Helena Ave. at Alder St.
Hobert Ave. at Chestnut St.
Hobert St. at Magnolia Ave.
Ian Ave. at Ellington St.
Jackson Ave. at Pearl St.
Kittitas St. at Fifth Ave.

Kittitas St. at Third Ave.
Kittitas St. at Seventh Ave.
Kittitas St. at Sixth Ave.
Kristen Ave. at Gail Road
Manitoba Ave. at Chestnut St.
Manitoba Ave. at Maple St.
Maple St. at Capitol Ave.
Maple St. at Third Ave.
McIntosh St. at Greenfield Ave.
Nanum St. at Seventh Ave.
Ninth Ave. at Columbia St.
Ninth Ave. at Okanogan St.
Ninth Ave. at University Way
Ninth Ave. at Water St.
Pacific St. at Fifth Ave.
Pearl St. at Capitol Ave.
Pearl St. at Manitoba Ave.
Pearl St. at Seventh Ave.
Pfenning Road at Vantage Hwy.
Pine St. at Seventh Ave.
Pine St. at Third Ave.
Poplar St. at Capitol Ave.
Poplar St. at Second Ave.
Poplar St. at Third Ave.
Poplar St. at University Way

Remington Dr. at Airport Rd.

Ruby St. at Manitoba Ave.

Sampson St. at Capitol Ave.

Sampson St. at Fifth Ave.

Sampson St. at Fourth Ave.

Sampson St. at Seventh Ave.

Sampson St. at Tacoma Ave.

Sampson St. at Third Ave.

Seattle Ave. at Maple St.

Seattle Ave. at Willow St.

Second Ave. at Alder St.

Second Ave. at Anderson St.

Second Ave. at Chestnut St.

Second Ave. at Dennis St.

Second Ave. at Main St.

Second Ave. at Maple St.

Second Ave. at Pearl St.

Second Ave. at Pine St.

Second Ave. at Ruby St.

Second Ave. at Sampson St.

Second Ave. at Sprague St.

Second Ave. at Water St.

Second Ave. at Walnut St.

Seventh Ave. at Chestnut St.

Seventh Ave. at Main St.

Seventh Ave. at Ruby St.
Seventh Ave. at Sprague St.
Seventh Ave. at Walnut St.
Seventh Ave. at Water St.
Seventh Ave. at Wenas St.
Sixth Ave. at Anderson St.
Sixth Ave. at Chestnut St.
Sixth Ave. at Main St.
Sixth Ave. at Nanum St.
Sixth Ave. at Pacific St.
Sixth Ave. at Pearl St.
Sixth Ave. at Pine St.
Sixth Ave. at Ruby St.
Sixth Ave. at Sampson St.
Sixth Ave. at Sprague St.
Sixth Ave. at Walnut St.
Sixth Ave. at Water St.
Skyline Drive at Vista Road
Spar Lane at Idaho Ave.
Spokane Ave. at Chestnut St.
Sprague St. at Tacoma Ave.
Sprague St. at Third Ave.
Stanford Ave./Ian Ave. at Chinook Ave./Gail Ave.
Tacoma Ave. at Chestnut St.
Tacoma Ave. at Main St.

Tacoma Ave. at Pearl St.
Tacoma Ave. at Pine St.
Tacoma Ave. at Poplar St.
Tacoma Ave. at Ruby St.
Tacoma Ave. at Water St.
Tenth Ave. at Columbia St.
Tenth Ave. at Main St.
Tenth Ave. at Okanogan St.
Tenth Ave. at Water St.
Third Ave. at Dennis St.
Thirteenth Ave. at Columbia St.
Thirteenth Ave. at Okanogan St.
Twelfth Ave. at Columbia St.
Twelfth Ave. at Okanogan St.
Twenty-Eighth Ave. at Ellington St.
Twenty-Eighth Ave. at Gail Road
Twenty-Sixth Ave. at Columbia St.
Twenty-Sixth Ave. at Leah Lane
Twenty-Sixth Ave. at Water St.
Walnut St. at Capitol Ave.
Walnut St. at Fifth Ave.
Walnut St. at Manitoba Ave.
Walnut St. at Tacoma Ave.
Walnut St. at Third Ave.
Washington Ave. at Chestnut St.

Washington Ave. at Main St.

Washington Ave. at Pearl St.

Washington Ave. at Pine St.

Washington Ave. at Poplar St.

Washington Ave. at Ruby St.

Washington Ave. at Sprague St.

Washington Ave. at Water St.

Water St. at Helena Ave.

Wenas St. at Fifth Ave.

White Birch Ave. at Chestnut St.

Ord. 4891 § 3, 2022; Ord. 4854 § 3, 2020; Ord. 4842 § 7, 2019; Ord. 4770 § 2, 2017; Ord. 4742 § 3, 2016; Ord. 4697 § 2, 2015; Ord. 4670 § 3, 2014; Ord. 4635 § 3, 2013; Ord. 4522 § 4, 2008; Ord. 4490 § 8, 2007; Ord. 4453 § 2, 2006; Ord. 4432 § 3, 2006; Ord. 4417 § 3, 2005; Ord. 4387, 2004; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4256, 2000; Ord. 4216, 1999; Ord. 4202, 1999; Ord. 4063 § 1, 1996; Ord. 3991 § 1, 1995; Ord. 3797 § 1, 1992; Ord. 3642 § 1, 1988; Ord. 3589 § 1, 1987; Ord. 3530 § 1, 1986; Ord. 3515 § 1, 1985; Ord. 3507 § 1, 1985; Ord. 3498 § 1, 1985; Ord. 3488 § 1, 1985; Ord. 3450 § 1, 1984; Ord. 3375 § 1, 1982; Ord. 3332 § 1, 1982; Ord. 3278 § 1, 1980; Ord. 3196 § 1, 1978; Ord. 3156 § 1, 1977; Ord. 3137 § 1, 1977; Ord. 3125 § 1, 1977; Ord. 3098 § 2, 1976; Ord. 3078 § 1, 1975; Ord. No. 4938, § 5, 3-4-2024)

Section 3. Section 8.36.080 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4921, is hereby amended to read as follows:

8.36.080 All-way stop intersections designated – Procedures required.

The following intersections, when appropriately signed, are designated as “all-way” stop intersections, and all traffic approaching each such intersection shall first come to a complete stop before proceeding into or through the intersection, and then enter with due caution and yield the right-of-way to other traffic entering said intersection on the right:

Bender Rd./Sanders Rd. and Airport Rd.

Capitol Ave. and Chestnut St.

Capitol Ave. and Pine St.

Capitol Ave. and Ruby St.

Eighteenth Ave. and Alder St.

Eighteenth Ave. and Brook Lane

Eighth Ave. and Poplar St.

Eleventh Ave. and "D" St.

Fifteenth Ave. and Cora St.

Fifth Ave. and Pearl St.

Fifth Ave. and Ruby St.

Fourteenth Ave. and Alder St.

Helena Ave. and Walnut St.

Manitoba Ave. and Pine St.

Radio Road and Vista Road

Spokane St. and Whitman Ave.

Tenth Ave. and "B" St.

Third Ave. and Chestnut St.

Third Ave. and Lincoln St.

Third Ave. and Pearl St.

Third Ave. and Ruby St.

Walnut St. and Dean Nicholson Blvd.

Washington Ave. and Anderson St.

Water St. and Helena Ave.

Water St. and Idaho Ave./Ridgeview Ave.

White Birch Ave. and Chestnut St.

(Ord. No. 4921, § 2, 7-3-2023; Ord. 4891 § 4, 2022; Ord. 4854 § 4, 2020; Ord. 4490 § 9, 2007; Ord. 4417 § 4, 2005; Ord. 4219, 1999; Ord. 4135, 1998; Ord. 4063 § 2, 1996; Ord. 3991 § 2, 1995; Ord. 3797 § 2, 1992; Ord. 3752 § 1, 1991; Ord. 3642 § 2, 1988; Ord. 3589 § 2, 1987; Ord. 3515 § 2, 1985; Ord. 3507 § 2, 1985; Ord. 3498 § 2, 1985; Ord. 3488 § 2, 1985; Ord. 3393 § 1,

1983; Ord. 3303 § 2, 1981; Ord. 3252 § 1, 1980; Ord. 3246 § 1, 1980; Ord. 3098 § 3, 1976; Ord. 3078 § 2, 1975)

Section 4. Section 8.42.020 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4891, is hereby amended to read as follows:

8.42.020 - Speed limits.

Street name	Speed Limit	Location
Airport Road	35	Helena to north city limits.
Alley between Anderson St. and Walnut St.	10	From Seventh Ave. to University Way.
Anderson Road	35	From a point 2,260 feet north of Umptanum Road to the south city limits
Bender Road	35	Airport Road to west city limits.
Bull Road	35	From Mountain View Ave. to the south city limits.
Canyon Road	35	From the south city limits to the centerline of Mountain View Ave.
Dolarway Road	35	From Cascade St. to University Way.
Dry Creek Road	35	From the west city limits to a point 2,500 feet east of Reecer Creek Road.
Fifth Ave.	20	From Chestnut St. to Poplar St.
Fourth Ave.	20	From Main St. to Ruby St.
Mountain View Ave.	35	From the centerline of Maple St. to the east city limits.
Old Highway 10	50	From the west city limits to Reecer Creek Road.
Pearl St.	20	From Third Ave. to Fifth Ave.
Pfenning Road	35	Within city limits. From Radio Road to N. City Limits
Pine St.	20	From Third Ave. to Fifth Ave.
Poplar St.	20	From Fifth Ave. to Sixth Ave.
Reecer Creek Road	35	From University Way to Dry Creek Road.
Sanders Road	35	Within city limits.
Sixth Ave.	20	From Chestnut St. to Poplar St.
State Route 97	40	From mile post 134.16 (intersection of SR 97 and University Way) north to city limits.
University Way	35	From Cora St. to a point 500 feet east of Reecer Creek Road.
University Way	40	From Dolarway Road east to a point 500 feet east of Reecer Creek Road.
University Way	20	From Pearl St. to Chestnut St.
Vantage Highway	35	From Vista Road to the east city limits.

(Ord. 4891 § 5, 2022; Ord. 4805 § 3, 2018; Ord. 4697 § 4, 2015; Ord. 4490 § 7, 2007; Ord. 4417 § 6, 2005; Ord. 4387, 2004; Ord. 4301, 2001; Ord. 4256, 2000; Ord. 3865 § 2, 1993; Ord. 3624 § 2, 1988; Ord. 3510 § 1, 1985; Ord. 3463 § 1, 1984; Ord. 3443 § 1, 1984; Ord. 3387 § 12, 1983)

Section 5. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 6. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 2nd day of December, 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. 4948 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4948 was published as required by law.

BETH LEADER



Meeting Date: November 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Proposed Ordinance 4949 - Complete Streets Code Update - First Reading (Public Comment Opportunity)
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4949.

Background/Summary:

The purpose of chapter 4.05 (Complete Streets Program) is to ensure that planning for construction of all city transportation improvement projects accounts for all users. ECC 4.05.050 specifically includes a list of design criteria or manuals that should be used as guidelines for planning and design of complete streets infrastructure. Staff is requesting that this list also include the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide.

Previous Council Action:

Council approved Ordinance 4744 in 2016, which added chapter 4.05, the Complete Streets Program, to the Ellensburg City Code.

Analysis:

Ellensburg's Bicycle Friendly Community Report Card from 2023 recommended formal adoption of the NACTO Urban Bikeway Design Guide into our Complete Streets Code, as it is the primary design guidance for bicycle facilities, and is currently utilized by City staff in our design and planning efforts.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Ordinance 4949 - Complete Streets Design Criteria Update(10-31 DD Edits)
2. 2023 Report Card

ORDINANCE NO. 4949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 4 “PUBLIC WORKS” AND AMENDING SECTION 4.05.050 OF THE ELLENSBURG CITY CODE.

WHEREAS, City staff is requesting an update to the Complete Streets Design Criteria to include a reference to the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide as recommended by the League of American Bicyclists; and

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

Section 1. Section 4.05.050 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4804, is hereby amended to read as follows:

4.05.050 - Design criteria.

The city, through its public works and utilities department, shall maintain design criteria, standards and guidelines based upon recognized best practices in street design, construction and operation as identified in the most recent version of the following:

- A. Public works development standards (as adopted by reference in chapter 4.04 ECC);
- B. Public works construction code (this title);
- C. Land development code (ECC title 15);
- D. The city's nonmotorized transportation improvement plan;
- E. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide;
- ~~E~~F. The city's truck route map;
- ~~F~~G. The city's transit map;
- ~~G~~H. The city's comprehensive plan;
- ~~H~~I. Ellensburg school district school walk route maps; and
- ~~I~~J. Other design resources include, but are not limited to:
 - 1. Washington State Department of Transportation Design Manual;
 - 2. American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets; and

3. The Manual on Uniform Traffic Control Devices (MUTCD).

(Ord. 4804 § 3, 2018; Ord. 4744 § 1, 2016)

Section 2. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 3. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 2nd day of December, 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. 4949 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4949 was published as required by law.

BETH LEADER



Ellensburg, WA



Award: Silver | Spring 2023

Award History:
Silver since 2015.

Ellensburg's BFA Program Stats

of Local Bicycle Friendly Businesses: **0**
of Local Bicycle Friendly Universities: **0**
of Local League Cycling Instructors: **1**
Washington's Bicycle Friendly State Ranking: **#3**

Community Profile

Population: 20,970
Area: 8 square miles
Population Density: 2621 people/square mile
Land Classification:
Mixed Urban/Suburban
Poverty Rate: 28%*
Median Household Income: \$43,567*
Percent of the Population that Speaks a
Language Other Than English at Home: 9.6%*
Percent with Disability: 11.5%*
Percent of Households with No Vehicle Available: 8.2%*
*Source: <https://data.census.gov/profile?g=160XX00US5321240>

Ellensburg's Bike Links

Bike Network Map, if available:
<https://www.bikemap.net/en/I/5793639/>
Bike Plan, if available:
<https://ci.ellensburg.wa.us/DocumentCenter/View/527/NMT-Plan-Final?bidId=>

The 5 Es Category Scores	Ellensburg	Max Score this round
Engineering	27%	53%
Education	21%	56%
Encouragement	30%	68%
Evaluation & Planning	28%	42%
Equity & Accessibility	9%	37%

Percentages shown above are the points received out of total points available in that category. See pages 2-3 for Ellensburg's subcategory points earned within each Category.

Key Outcomes

Overall Commuter Ridership: 1.1%

Male Commuter Ridership: 2.1%

Female Commuter Ridership: 0%

(Bicycle Mode Share among commuters, according to the Census Bureau's 2021 American Community Survey 5-Year Estimate.)

Bicycle Mode Share: unknown

(Reported by applicant)

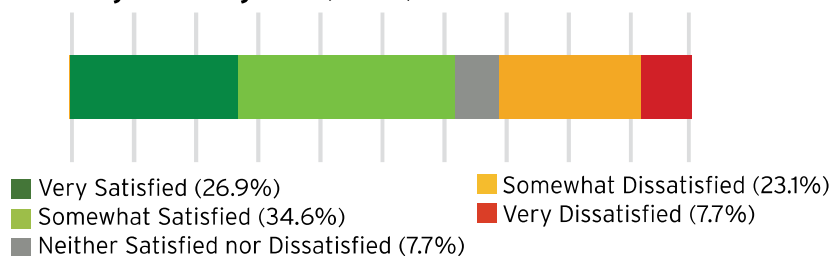
Annual Average Bicyclist Crashes in last 5 years: 7.6

Annual Average Bicyclist Fatalities in last 5 years: 0

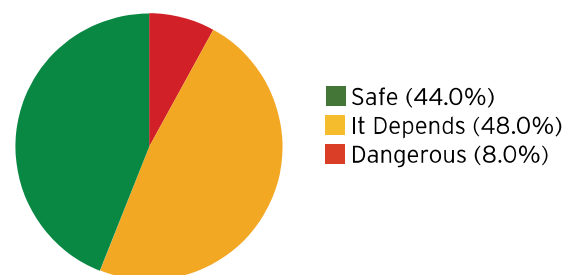
(Crashes and Fatalities both reported by applicant)

Spring 2023 BFC Public Survey Response Summary for Ellensburg, WA

How satisfied are you with how this community is designed for making bike riding safe? (n = 26)



Is it safe or dangerous to ride a bicycle in your neighborhood, or does it depend? (n = 25)



What is the number one change you would most like to see the local government make in this community for bicyclists? (n = 26)

1. More bike paths (26.9%)
2. More bike lanes (23.1%)
3. Improve markings and signage that direct people to safe bike routes (15.4%)

About this Report Card

The following scores are based on the online application submitted by Ellensburg in the Spring 2023 Bicycle Friendly Community (BFC) submission round. These scores reflect a combination of automatically-generated points earned through the online application, as well as judge-assigned points and bonus points given by BFC reviewers.

The League updated its Bicycle Friendly Community application and awards criteria in the Summer of 2022, after nearly a year of research, focus groups, interviews, listening sessions, and other outreach. The updated application includes a new section on Equity and Accessibility, and other changes throughout. As such, **this Bicycle Friendly Community Report card is a beta version** as we refine our new scoring system and develop a greater understanding of how to convey new information.

All Spring 2023 BFC Report Cards (including this one) will be republished with updated scores if there are significant changes to the points system after the next round of BFC applications. To learn more about the BFC application and awards criteria, please visit <https://bikeleague.org/community>.

ENGINEERING	<i>Ellensburg earned 27% of the points available in the Engineering Category. Below is the breakdown of points that Ellensburg earned in each subcategory of the Engineering section compared to the total points available in that respective subcategory from the Spring 2023 BFC application.</i>	
	Engineering Subcategories	Ellensburg's Subcategory Points in Engineering
	Policies and Design Standards for the Built Environment	10 / 41 pts
	End-of-Trip Facilities	12 / 44 pts
	Bicycle Network	26 / 128 pts
	Network Maintenance	13 / 32 pts
	Bicycle Access to Public Transportation	9 / 23 pts
	Bike Sharing	0 / 21 pts
	Other Bicycle-Related Amenities	2 / 6 pts
	Regional Coordination	14 / 23 pts
	Engineering Bonus Points	3 / 10 pts

EDUCATION	<i>Ellensburg earned 21% of the points available in the Education Category. Below is the breakdown of points that Ellensburg earned in each subcategory of the Education section compared to the total points available in that respective subcategory from the Spring 2023 BFC application.</i>	
	Education Subcategories	Ellensburg's Subcategory Points in Education
	Youth Bicycle Education	15 / 69 pts
	Adult Bicycle Education	16 / 47 pts
	Motorist Education	6 / 28 pts
	Bicycle Safety Education Resources	2 / 16 pts
	Inclusive Education	1 / 26 pts
	Education Bonus Points	2 / 7 pts

ENCOURAGEMENT	<i>Ellensburg earned 30% of the points available in the Encouragement Category. Below is the breakdown of points that Ellensburg earned in each subcategory of the Encouragement section compared to the total points available in that respective subcategory from the Spring 2023 BFC application.</i>	
	Encouragement Subcategories	Ellensburg's Subcategory Points in Encouragement
	Encouragement Policies, Programs and Partnerships	3 / 17 pts
	Route-Finding Support	5 / 10 pts
	Bicycle Culture and Promotion	31 / 91 pts
	Access To Bicycle Equipment and Repair Services	8 / 35 pts
	Reducing Work-Related/Fleet VMT	1 / 11 pts
	Encouragement Bonus Points	2 / 7 pts

EVALUATION & PLANNING	<i>Ellensburg earned 28% of the points available in the Evaluation & Planning Category. Below is the breakdown of points that Ellensburg earned in each subcategory of the Evaluation & Planning section compared to the total points available in that respective subcategory from the Spring 2023 BFC application.</i>	
	Evaluation & Planning Subcategories	Ellensburg's Subcategory Points in Evaluation & Planning
	Staffing And Committees	11 / 40 pts
	Public Engagement for Bicycle Planning	6 / 35 pts
	Planning, Funding, And Implementation	10 / 46 pts
	Evaluating The Bicycle Network	15 / 24 pts
	Evaluating Ridership	4 / 20 pts
	Evaluating & Improving Safety Outcomes	14 / 42 pts
	Evaluation & Planning Bonus Points	1 / 7 pts

EQUITY & ACCESSIBILITY	<i>Ellensburg earned 9% of the points available in the Equity & Accessibility Category. Below is the breakdown of points that Ellensburg earned in each subcategory of the Equity & Accessibility section compared to the total points available in that respective subcategory from the Spring 2023 BFC application.</i>	
	Equity & Accessibility Subcategories	Ellensburg's Subcategory Points in Equity & Accessibility
	Equity & Accessibility Staffing, Committees, & Partnerships	4 / 24 pts
	Equity Data Collection & Goals	0 / 12 pts
	Equity & Accessibility Policies & Plans	2 / 31 pts
	Equity & Accessibility in Engineering	7 / 44 pts
	Equity & Accessibility in Education	0 / 52 pts
	Equity & Accessibility in Encouragement	4 / 42 pts
	Equity & Accessibility in Evaluation & Planning	7 / 58 pts
	Equity & Accessibility Bonus Points	1 / 9 pts



Ellensburg, WA

Award: Silver | Spring 2023 | Award History: Silver since 2015.

FEEDBACK TO IMPROVE:

To maintain and improve on Ellensburg's Silver-level Bicycle Friendly Community award, BFC Reviewers recommend...

- » Congratulations on adopting the 2020 Active Transportation Plan! Ensure that there is dedicated funding for the implementation of all types of bicycle infrastructure recommended by the new plan.
- » Develop a design manual that meets current NACTO standards or adopt the NACTO Urban Bikeway Design Guide, as a higher standard than your current adopted guidance. (For example, amend your Complete Streets ordinance to specify use of NACTO design resources under 4.05.050 "Design criteria.") This will make it easier for city staff to propose and implement bicycle facility designs that have been shown to improve conditions for people who bike in other cities throughout the United States.
- » Continue to expand the bike network and increase connectivity through the use of different types of bicycle facilities appropriate for the speed and volume of motor vehicle traffic on each road. On roads where automobile speeds regularly reach or exceed 35 mph, it is recommended to provide protected bicycle infrastructure such as protected bike lanes/cycle tracks, buffered bike lanes or parallel 10ft wide shared-use paths. In slower speed areas such as quiet neighborhood streets, develop a system of bicycle boulevards that create an attractive, convenient, and comfortable cycling environment welcoming to cyclists of all ages and skill levels.
- » Consider launching a bike share system that is open to the public. Bike sharing is a convenient, cost effective, and healthy way of encouraging locals and visitors to make short trips by bike, make bicycling more accessible to all, and to bridge the 'last mile' between public transit and destinations.
- » Improve bicycle safety education for students of all ages by incorporating more on-bicycle education opportunities and by expanding the program to all K-12 schools. Providing bicycles in schools for on-bike education -- including adaptive bikes for students with disabilities -- ensures that all students can learn to safely ride a bicycle regardless of the availability of a bicycle in their household. Work with the school district, local bicycle groups, and interested parents to expand and improve the Safe Routes to School program.
- » Increase the number of local League Cycling Instructors (LCIs) in your community, either by hosting an LCI seminar or sponsoring a City staffer or local bike advocate to attend an existing seminar elsewhere. Having several active instructors in the area will enable you to expand cycling education for youth and adults, recruit more knowledgeable cycling ambassadors, deliver Bicycle Friendly Driver education to motorists, and have experts available to assist in encouragement programs.
- » Develop education and encouragement outreach methods and programs that specifically target families, women, seniors, low-income, and non-English speaking communities, in addition to general non-targeted outreach and media campaigns that discuss current and new bicycle facilities, safe driver and bicyclist behavior, and events related to walking and biking.
- » Encourage more local businesses, agencies, and organizations to promote cycling to their employees and customers and to seek recognition through the Bicycle Friendly Business program. City Hall or other municipal buildings could apply to the BFB program as an employer to lead by example among other local employers.



Ellensburg, WA

Award: Silver | Spring 2023 | Award History: Silver since 2015.

FEEDBACK TO IMPROVE, CONTINUED:

- » Develop a community-wide trip reduction ordinance/program, commuter incentive program, and a Guaranteed Ride Home program to encourage and support bike commuters in Ellensburg.
- » Increase the amount of staff time spent on improving conditions for people who bike and walk, either by creating a new dedicated position or expanding the responsibilities of current staff. Ensure that this position is well supported with training and professional development opportunities to stay up-to-speed on the latest best practices and safety guidelines for bicycle planning, outreach, and infrastructure.
- » It's great that your community already has a Bicycle & Pedestrian Advisory Committee (BPAC) that meets monthly. Consider how to expand the diversity of roles and representatives who sit on the committee, and ensure that the members of the committee reflect the full range and ability levels of cyclists in your community.
- » Collect more socioeconomic and demographic data as it relates to current transportation habits and patterns, and establish equity-related indicators to inform future prioritization and budgeting processes for your community.

MORE RESOURCES FOR IMPROVING YOUR COMMUNITY:

- » **Guide to this BFC Report Card:** <https://bit.ly/BFC-Report-Card-Guide-Sp23>
- » **League of American Bicyclists:** <https://www.bikeleague.org>
- » **Bicycle Friendly Community (BFC) Program:** <https://bikeleague.org/community>
- » **Resources for Building a Bicycle Friendly Community:** https://bikeleague.org/BFC_Resources
- » **About the BFC Application Process:** <https://bikeleague.org/content/about-bfc-application-process>
- » **The Five E's:** <https://bikeleague.org/5-es>
- » **The League's Benchmarking Project on Biking and Walking Data and Reports:** <https://data.bikeleague.org>
- » **Bicycle Friendly State Rankings and Report Cards:** <https://bikeleague.org/state>
- » **Bicycle Friendly Business (BFB) Program:** <https://bikeleague.org/business>
- » **Bicycle Friendly University (BFU) Program:** <https://bikeleague.org/university>
- » **Smart Cycling Education Program:** <https://bikeleague.org/ridesmart>
- » **Advocacy Reports and Resources from the League:** <http://bikeleague.org/reports>
- » **Federal Funding Resources from the League:**
<https://bikeleague.org/take-action/policy-advocacy/federal-policy/federal-resources/>
- » **Pedestrian and Bicycle Funding Opportunities from U.S. DOT Transit, Safety, and Highway Funds:**
https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.pdf
- » **U.S. DOT Navigator:** <https://www.transportation.gov/dot-navigator>



Meeting Date: November 18, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Resolution 2024-31 to Approve Fiscal Year 2024 Bad Debt Write-Offs (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to adopt Resolution 2024-31 writing off uncollectible delinquent accounts totaling \$71,106.17.

Background/Summary:

The proposed resolution authorizes the write-off of uncollectible utility accounts, parking citations, and library accounts for fiscal year 2024. Annually, Council considers write-off accounts deemed uncollectible.

The City contracts with Merchants Credit Association (MCA) for collection services. MCA has determined that the accounts included (except for the Library accounts under \$100) are uncollectible due to the statute of limitations or bankruptcy.

The Library uses Unique as their collection agency. The Library considers accounts with outstanding amounts under \$100 uncollectible for patrons who have not been responsive to Unique's collection attempts and have not used their library card in the past two (2) years. The Library sends amounts over \$100 to MCA prior to writing them off. Currently there are no write-off amounts for Library accounts with balances over \$100 that have been deemed uncollectible by MCA.

Previous Council Action:

None

Analysis:

The amounts to be considered for 2024 are as follows:

- Utility Accounts - \$62,224.63
- Miscellaneous Invoices - \$296.35
- Parking Citations - \$4,995.00
 - o citations - \$2,820.00
 - o related penalties - \$2,175.00
- Library Accounts (under \$100) - \$3,590.19
 - o lost items - \$3,272.79
 - o fines/fees - \$317.40

The table below shows the utility write-off history for the current year and the previous five years:

	2019	2020	2021	2022	2023	2024
Utility Accounts	\$41,145.30	\$60,376.36	\$59,040.49	\$36,550.64	\$51,840.56	\$62,224.63
Business License Fees	2,102.78	0	0	0	0	0
Misc. Invoices	0	1,702.83	1,785.68	6,687.48	0	296.35
Parking Citations						
Citations	1,475.00	1,585.00	1,140.00	2,345.00	2,785.00	2,820.00
Penalties	1,901.39	1,020.47	1,025.00	2,064.50	2,575.00	2,175.00
Library Accounts	4,881.03	2,746.70	5,980.94	6,518.87	3,853.28	3,590.19
Total Write-Offs	\$51,505.50	\$47,431.36	\$68,972.21	\$54,166.49	\$61,053.84	\$71,106.17

Financial Impact:

These accounts have been deemed uncollectible. Writing off the uncollectible balances will reduce revenues not yet recorded by \$71,106.17. The City continues to maintain accounts receivable data, monitor delinquent accounts, and follow City policy for collection of past due amounts.

Budget Adjustment: No

Attachments:

1. Resolution 2024-31 Bad Debt

RESOLUTION NO. 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON providing for the write-off of 2024 utility billings, parking citations, and library accounts.

WHEREAS, utility, miscellaneous invoices, parking citations, and library account billings are presently outstanding; and

WHEREAS, these outstanding billings are deemed to be uncollectible and need to be removed from the City's accounts receivable files;

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

Section 1. The utility receivable amounts are as follows and are hereby written off:

Gas	\$ 4,164.08
Electric	\$43,094.13
Water	\$ 6,119.74
Sewer	\$ 5,323.51
Stormwater	<u>\$ 3,523.17</u>
Total	\$62,224.63

Section 2. Miscellaneous Invoices in the amount of \$296.35 are hereby written off.

Section 3. Parking citations and related penalties in the amount of \$4,995.00 are hereby written off.

Section 4. Library accounts in the amount of \$3,590.19 are hereby written off.

ADOPTED by the City Council of the City of Ellensburg this 18th day of November 2024.

Mayor

Attest:

City Clerk



Meeting Date: November 18, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Arts Commission 2025 Project Grants and Spending Plan
(Public Comment Opportunity)

Submitted by: Kelle Vandenberg, Arts & Economic Development Manager

Department: Arts Commission

Suggested Motion/Action:

Authorize the 2025 grant funding awards in the amount of \$24,500 for the 2025 Ellensburg Arts Commission Project Grants and move to approve the 2025 Arts Commission Spending Plan as presented.

Background/Summary:

The Arts Commission is dedicated to promoting and funding artistic endeavors through the City grant application cycle. The Ellensburg Arts Commission supports artists, creators, innovators, and organizations throughout the community to create and enrich the performing arts, visual arts, and literary arts, and drive economic growth of the creative industry in Ellensburg. To further these goals, the EAC solicited and received grant applications to support artist-led projects with a community benefit. Submitted applications were due back by the August 30, 2024, advertised deadline. The Art Commissioners reviewed each proposed project against the eligibility requirements and have recommended awards for Council's consideration.

Previous Council Action:

In 2016, the Ellensburg City Council designated 10% of construction sales tax revenue to community art, with an annual minimum of \$25,000.00 and maximum of \$50,000.00. Additionally, previous council action to support recommended grant awardees has created an avenue to advance the arts in Ellensburg, contributed to an elevated quality of life, and strengthened the creative economy in the community.

On June 3, 2024, at the City Council meeting, council approved the utilization of \$46,500 from the Arts Commission reserve funding for the purchase and installation of a new permanent work of art for Unity Park.

Analysis:

The selection of projects in the attached cover a wide array of disciplines and age groups. The Arts Commission reviewed all the submissions, including new submissions from outside the region. Projects were scored based on artistic merit, public benefit, and the ability to see the project through to completion, with support documentation and project budgets. The 2025 Arts Commission Project Grant award recommendations represent \$24,500 in funding and

include projects with an emphasis on artistic youth programming, a connection with the natural beauty of our region, and projects that celebrate the cultural history of the community.

Financial Impact:

The 2025 Project Grants total \$24,500.00, and are included in the Council proposed 2025 Arts Commission Spending Plan:

Operations	\$20,000.00
Project Grants	\$25,000.00
Public Art	\$ 5,000.00
Spending Plan Sub-Total:	\$50,000.00

Art Commission Reserve Funding:	\$45,000.00
2025 Total:	\$95,000.00

Budget Adjustment: No

Attachments:

1. 2025 EAC Project Grant Combined



2025 ELLENSBURG ARTS COMMISSION PROJECT GRANTS

ORGANIZATION/INDIVIDUAL	PROJECT	AWARD	CATEGORY
Ellensburg Community Radio	Gustfest	\$ 2,500.00	Historical Music Preservation
Gallery One	Artist in Action at the Park	\$ 2,500.00	All ages/Nature/Multidisciplinart Art
Inland Poetry	PiE: Poetry in Ellensburg	\$ 2,500.00	All ages/Literary Arts
Valley Theate Company: Rising Star	Frozen Jr.	\$ 2,500.00	Youth/Theatre Arts
Ellensburg Downtown Association	Buskers in the Burg	\$ 2,500.00	All ages/Music/Festival/Community
Ellensburg Dance Ensemble	A Charlie Brown Christmas	\$ 2,500.00	Youth/Dance
Kittitas County Historical Society, Inc.	Display of Historic Epherma in KCHM Collection	\$ 2,500.00	All ages/Historic Preservation
Make Music Ellensburg	Strum-Along	\$ 2,500.00	All ages/Music/Community
Discovery Lab of Ellensburg	Shrub Steppe Musical	\$ 2,500.00	All ages/Youth/Theatre/Nature
Robin Mayberry	Pyrocene	\$ 1,000.00	Visual Arts
Michael Gallagher	Tiny Stage Concert Series	\$ 1,000.00	All ages/Music/Performance Art
		Total: \$ 24,500.00	



2025 ELLENSBURG ARTS COMMISSION PROJECT GRANT DETAILED REPORT

Organization / Individual	Project Name	Recommended Funding
Ellensburg Community Radio	Gustfest	\$2,500.00

Project Description: Ellensburg Community Radio stages Gustfest in collaboration with the Kittitas County Historical Society, Inc. (DBA Kittitas County Historical Museum), the Kittitas County Chamber of Commerce, the Ellensburg Downtown Association, Make Music Ellensburg, and the city of Ellensburg. The event brings together musicians and artists in a one-day event to celebrate the performing and visual art and unique sound of Ellensburg, within the City of Ellensburg, at the Kittitas Valley Event Center. In its first year, the event drew more than 800 spectators over the course of the day and featured eight bands with 30 musicians, almost entirely from Kittitas County. The musicians spanned genres and age ranges, reflecting, and celebrating the history of the local music scene while spotlighting contemporary artists and their work. The event's success enabled organizers to double the pay promised to musicians.

Organization / Individual	Project Name	Recommended Funding
Gallery One	Artists in Action at the Park	\$2,500.00

Project Description: Gallery One requests funds to support 8-10 exhibiting artists for the 2025 calendar through our Artists in Action Program. Artists in Action supports the individual artist by creating equitable and paid opportunities for them to share their work to the community at City of Ellensburg Parks during concurrent community events (Farmer's Market, Music in the Parks, etc.), fostering community connections. Artists will be invited to demonstrate the artmaking process to the community at large.

Organization / Individual	Project Name	Recommended Funding
Inland Poetry	PiE (Poetry in Ellensburg)	\$2,500.00

Project Description: PiE [Poetry in Ellensburg] will be a regular, monthly, literary Open Mic, to be offered in downtown Ellensburg, free and open to the public. PiE will invite readers to present a wide range of possible literary endeavors, including poetry, short fiction, essay excerpt, monologue, dialogue, soliloquy, improvisation, etc.

Organization / Individual	Project Name	Recommended Funding
Valley Theatre Company	Rising Star: Frozen Jr.	\$2,500.00

Project Description: Valley Theatre Company's (VTC) Rising Stars is a project developed to serve as an expressive and artistic outlet for area middle school youth.

VTC gives area school students an introduction to acting and a foundation for skills they can



use in future plays or musicals. They learn communication skills and disciplines, develop the confidence to appear in public within a safe and nurturing environment, and hopefully gain an ongoing love of theatre. Our selection for Spring 2025 play will transport the audience to the magical world of Arendelle, where the icy charm of Disney's Frozen Jr. awaits! This delightful modern classic, inspired by the 2018 Broadway sensation, brings the beloved sisters Elsa and Anna to life right before your eyes.

Organization/ Individual	Project Name	Recommended Funding
Ellensburg Downtown Assoc.	Buskers in the Burg	\$2,500.00

Project Description: Buskers in the Burg is a free music and arts festival held during the last weekend in September that brings the quirky and eccentric to downtown Ellensburg. This popular community family-friendly event brings street performers of all kinds to the downtown with nontraditional forms of performance art and expression. The event features local musicians, artists, acrobatics, street performers, various family activities, and a variety of local cuisine.

Organization/ Individual	Project Name	Recommended Funding
Ellensburg Dance Ensemble	A Charlie Brown Christmas	\$2,500.00

Project Description: Celebrate the holiday season with a heartwarming dance adaptation of A Charlie Brown Christmas. This performance brings to life the beloved characters from Charles M. Schulz's timeless classic through vibrant choreography, captivating music, and a touch of nostalgia. The performance will feature a diverse range of dance styles, from ballet to contemporary to jazz, capturing the essence of each character and the mood of each scene. This performance aims to bring together dancers of all ages and backgrounds, fostering a sense of community and collaboration during the holiday season.

Organization/ Individual	Project Name	Recommended Funding
Kittitas County Historical Society, Inc.	Display of Historic Epherma in KCHM Collection	\$2,500.00

Project Description: This is for the interpretation and display of existing artwork held within the Museum collection through a display to recognize and commemorate the 150th Anniversary of Ellensburg's platting by Mary Ellen Stewart Shoudy and John Alden Shoudy (April 10, 2025, and July 20, 2025). The display will be available for viewing all year-round. It will also coordinate with special events held at the Museum to recognize the date-specific anniversaries, as listed above.

If fully funded, the intention is to frame, exhibit, and interpret a minimum of ten pieces of artwork from the Museum collection that have rarely been on display, which would be

connected to a larger celebration taking place at the Museum in both April 2025 and July 2025



to celebrate the 150th Anniversary of the City's platting.

Organization/ Individual	Project Name	Recommended Funding
Make Music Ellensburg	Strum-Along	\$2,500.00

Project Description: The Ellensburg Strum-Along is a free, drop-in jam session for musicians of all kinds. To be held every six to eight weeks, most of our sessions are all-ages, primarily teens and up, for hobby players through experienced performers. We cater to guitar, but have regular bass guitarists, ukulelists, and vocalists as well as random other instruments join us - violin, percussion, mandolin, banjo, etc. Make Music Ellensburg is always striving to bring people together, across all political, socioeconomic, age, cultural, racial, & other divides. We create a safe & welcoming environment for all people to play music together, which is an incredible way to build stronger communities.

Organization/ Individual	Project Name	Recommended Funding
Discovery Lab of Ellensburg	Shrub Steppe Musical	\$2,500.00

Project Description: Pre-production development and performance of a musical play about the shrub steppe. When the Musical production is complete, we plan to produce the show and open participation to community members of all ages, focusing on performing roles for kids. The show will also provide entertainment and education for community members of all ages. The Shrub Steppe Musical will provide enriching opportunities for performers of all ages, with a focus on youth. This musical will also help educate and draw attention to the important bioregion that surrounds our community. It will also provide an opportunity for artists of different disciplines to create and share work relevant to our local ecosystem.

Organization/ Individual	Project Name	Recommended Funding
Robin Mayberry	Pyrocene	\$1,000.00

Project Description: Pyrocene is an invitational exhibit created and curated by Robin Mayberry that explores the impact of the modern megafire season. It will include a large-scale textile sculpture installation, and curated work from invited local artist. This exhibit will be hosted by The Palace Gallery in October 2025. The exhibit will be free and open to the public.

Organization/ Individual	Project Name	Recommended Funding
Michael Gallagher/ECR	Tiny Stage Concert Series	\$1,000.00

Project Description: Ellensburg Community Radio features local bands on its Tiny Stage space in the Ink Building. The performances draw in audiences to the Main Street location allowing other tenants to market their work and promote their businesses. The performances also are aired live on the ECR streaming service at www.eburgradio.org.



MANAGER'S REPORT

DATE: November 18, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Map of Water Service Line Materials

The City of Ellensburg has launched a new public-facing online map, showing the City's records of water service line materials for properties in the City, available at www.ellensburgwa.gov/waterservicelineinventory. The map is required by new regulations under the Federal Lead and Copper Rule Improvements (LCRI). With the new rules, water providers like the City of Ellensburg must:

- Share service line records with the public; and
- Notify all customers if their water service line contains lead or is of "unknown materials." This designation refers to both the City-owned portion, and the privately owned portion of the service line.

The LCRI creates a system to identify potential health risks from lead and copper which may be present in water delivery systems. Lead does not come from City water sources, treatment, or water mains that deliver drinking water. If lead is found in water, it comes from a property's plumbing. One key source can be a service line—this is the pipe that connects a home or business to a water main.

There are currently no known lead service lines in the City. As of October 2024, the City of Ellensburg's records indicate 2,893 service lines designated non-lead and 2,871 service lines designated "unknown materials." In compliance with these new regulations, all customers with service lines designated "unknown materials" will receive a letter in November notifying them of this status and offering information and resources to help identify their private service lines. The EPA developed an online step-by-step guide to help people identify lead pipes in their homes: www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead.

If property owners have additional information about their service line, such as the material or date of replacement, please fill out the form at www.ellensburgwa.gov/waterservicelinesurvey, call the Public Works & Utilities Department at 509-962-7230, or email pubworks@ellensburgwa.gov.

2. Everyone Welcome at the FREE Community Thanksgiving Dinner on November 27

The Ellensburg Parks and Recreation Department, Rotary, and CWU present the annual Community Thanksgiving Dinner on Wednesday, November 27, 2024, from 3-6 p.m. at the Armory at the Kittitas Valley Event Center, 901 E 7th Ave. The seated dinner is free to the public and all are welcome to attend. Multiple volunteer shifts and duties are available. Please contact the Adult Activity Center at 509-962-7242 to sign up to help. To make monetary or food donations, contact Katelyn Perez the Adult Activity Center at 509-962-7242.