

CITY COUNCIL AGENDA

December 16, 2024



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_gBrOTWMLQsara3kXyg8msg

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AMERICANS WITH DISABILITIES ACT

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COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

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

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, December 16, 2024
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A	Approve Minutes of December 2, 2024 Regular Meeting	6
5.B	Approve Minutes of December 2, 2024 Study Session	12
5.C	Acknowledge Minutes of Boards and Commissions	13
5.D	Natural Gas Purchasing Base Contract	25
5.E	First Contract Amendment – Bid Call No. 2024-03 - 2024 City Property Groundskeeping	40
5.F	Consultant Agreement Supplement No. 4 Brick Road Improvements Engineering	49
5.G	2021-16 Electrical Utility On-Call Construction Services Agreement - Contract Extension Amendment	55
5.H	Award Bid Call 2024-23 Anderson Road Sewer Extension Phase 2	57
5.I	2025 Payment Agreement with Kittitas County Emergency Medical Services (EMS) and Trauma Care Council	59
5.J	Modification to Interlocal Agreement (ILA) Between the City of Ellensburg and Kittitas County Flood Control Zone District (KCFCZD).	63

5.K	Historic Preservation Grant Extension Request	65
5.L	Authorize City Manager's Signature on a Memorandum of Understanding (MOU) with OPEIU for 2025 VEBA Contributions	77
5.M	Approve December 16, 2024 Voucher Listing	81
6.	Petitions, Protests, and Communications	
6.A	Approve the following reappointments: Peter Stone and Sarah Bedsaul to the Affordable Housing Commission, Richard Searle to the Civil Service Commission, Steve Townsend, Lacie Dawson, and Carmen Wiggins to the Lodging Tax Advisory Committee (Public Comment Opportunity)	82
7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Second Reading and Adoption of Ordinance 4951 Amending Ellensburg City Code Title 15 Land Development Code (Public Comment Opportunity)	99
9.B	Second Reading and Adoption of Ordinance 4952 Amending the 2023/2024 Biennial Budget (Public Comment Opportunity)	125
9.C	Resolution 2024-35 (Joint with County) Approving Amendment to Interlocal Agreement with Kittitas County for Court Related Services (Public Comment Opportunity)	134
10.	Unfinished Business	
10.A	Diversity, Equity & Inclusion Commission Spending Plan Updated Request (Public Comment Opportunity)	138
11.	New Business	
11.A	2025 City of Ellensburg Legislative Priorities (Public Comment Opportunity)	140
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	150
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

December 2, 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 Beauchamp

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, Community Development Director Carlson, HR Director Young, City Engineer Mayo, Assistant Finance Director Bassett, Budget Officer Lanphere, EPD Chief Wade, Finance Director Pascoe and approximately four members of the public

Others present remotely via Zoom: Two member of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A Approve Minutes of November 18, 2024 Regular Meeting

5.B Acknowledge Minutes of Boards and Commissions

5.C Twin City Foods Discharge Agreement

5.D Approve December 2, 2024 Voucher Listing

Councilmember Lillquist 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 HopeSource and the sleep center
- Mike Pearson, Ellensburg resident, spoke regarding credentials for land ordinances

8. Business Requiring Public Hearings

- 8.A Public Hearing to Consider Title 15 Land Development Code Amendments and First Reading of Ordinance 4951 (Public Comment Opportunity)
Mayor Elliott opened the public hearing. Dan Carlson, Community Development Director, presented information in the staff report. Council asked questions of staff.

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

Councilmember Palmer moved to approve the Land Development Code Amendments and conduct first reading of Ordinance 4951. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4948 Traffic Code Revisions - Second Reading and Adoption (Public Comment Opportunity)
Derek Mayo, City Engineer, presented information in the staff report.

Councilmember Miller moved to approve second reading and adoption of Ordinance 4948. **Motion Approved 7-0**

- 9.B Ordinance 4949 - Complete Streets Code Update - Second Reading (Public Comment Opportunity)
Derek Mayo, City Engineer, presented information in the staff report.

Councilmember Goodloe moved to approve second reading and adoption of Ordinance 4949. **Motion Approved 7-0**

- 9.C Ordinance 4950 Adopting the 2025/2026 Biennial Budget - Second Reading (Public Comment Opportunity)
Keith Bassett, Assistant Finance Director, presented information in the staff report.

Councilmember Miller moved to approve second reading and adoption of Ordinance 4950. **Motion Approved 7-0**

- 9.D Ordinance 4952 Amending the 2023/2024 Biennial Budget (Public Comment Opportunity)
Keith Bassett, Assistant Finance Director, presented information in the staff report.

Councilmember Palmer moved to approve conducting first reading of Ordinance 4952. **Motion Approved 7-0.**

- 9.E Resolution 2024-30 Updating the Personnel Policies for the City of Ellensburg (Public Comment Opportunity)

Lisa Young, HR Director, presented information in the staff report.

Councilmember Palmer moved to approve adoption of Resolution 2024-30.
Motion Approved 7-0

- 9.F Resolution 2024-32 Providing Special VEBA Contributions for 2025 (Public Comment Opportunity)

Lisa Young, HR Director, presented information in the staff report.

Councilmember Palmer moved to approve adoption of Resolution 2024-32.
Motion Approved 7-0

- 9.G Resolution 2024-33 Establishing the 2025 Pay Plan for Non-Represented Employees (Public Comment Opportunity)

Lisa Young, HR Director, presented information in the staff report.

Councilmember Lillquist moved to approve adoption of Resolution 2024-33.
Motion Approved 7-0

- 9.H Resolution 2024-34 Approving an Interlocal Agreement with the Association of Washington Cities (AWC) to join the AWC Employee Benefit Trust (Public Comment Opportunity)

Lisa Young, HR Director, presented information in the staff report.

Councilmember Miller moved to approve adoption of Resolution 2024-34.
Motion Approved 7-0

10. Unfinished Business

- 10.A Renewal of Kittitas County Corrections Center Interlocal Agreement (Public Comment Opportunity)

Ken Wade, EPD Chief, presented information in the staff report. Council asked questions of staff.

Councilmember Lillquist moved to approve the EPD Operations Captain to execute the Interlocal Agreement (ILA) between the City of Ellensburg and Kittitas County for the housing of inmates. **Motion Approved 7-0**

11. New Business

- 11.A Diversity, Equity and Inclusion Commission Annual Report and 2025 Spending Plan

Nicole Klause, Public Information Officer, presented information in the staff report.

Tylene Carnell, DEI Commissioner, answered questions from Councilmember Thompson.

Candice Comfort, Ellensburg resident, spoke against using DEI funding of the Pizza Klatch program at EHS

Councilmember Miller moved to accept the Diversity, Equity and Inclusion Commission's 2024 annual report and approve the 2025 spending plan.

Councilmember Thompson moved to amend the motion to restrict the DEI commission from spending any money that would directly focus on minors.
Motion failed for lack of a second.

Councilmember Thompson moved to amend the motion to remove funding for Pizza Klatch at Ellensburg High School. Discussion followed on the amendment.

Motion Failed 1-6

Yes: Joshua Thompson

No: Sarah Beauchamp, Nancy Goodloe, Rich Elliott, Nancy Lillquist, David Miller, Delano Palmer

Abstain: None

Councilmember Palmer moved to amend the motion to include \$1400 funding to Pizza Klatch and require parental consent for students under the age of 18 to attend. Discussion followed on the amendment.

Motion Failed 2-5

Yes: Delano Palmer, Joshua Thompson

No: Sarah Beauchamp, Nancy Goodloe, Rich Elliott, Nancy Lillquist, David Miller

Abstain: None

Councilmember Lillquist moved to amend the motion to request the DEI Commission seek private funding for the Pizza Klatch.

Motion Approved 4-3

Yes: Rich Elliott, Nancy Lillquist, Delano Palmer, Joshua Thompson

No: Sarah Beauchamp, Nancy Goodloe, David Miller

Abstain: None

It was confirmed the funding amount of \$1400 would remain in the DEI budget and staff should return to Council with a request on how the funding would be spent.

Vote on the main motion as amended.

Motion Approved 5-2

Yes: Rich Elliott, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

No: Sarah Beauchamp, Nancy Goodloe

Abstain: None

12. Miscellaneous

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

Heidi Behrends Cerniwey, City Manager, presented the report. The Manager brought attention to the tetrahedrons on the dais with the City's Core Values Statement. There was also a letter on the dais inviting the Councilmembers to a Yakama Nation Tribal Council meeting.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Thompson attended meetings to learn more about the County Jail, temporary cold weather shelter, and ride along with EPD
- Councilmember Beauchamp attended the EDA annual meeting & awards and Moments to Remember and Unity Park tree lighting
- Councilmember Lillquist attended a Fish & Wildlife Recovery Board meeting, Utility Advisory Commission, a Zoom meeting with State Parks concerning the Palouse to Cascades trail, Braver Angels Depolarization workshop
- Mayor Elliott reported on Economic Development for healthy forests

13. Executive Session

Two executive sessions were required per RCW 42.30.110(1)(i) and was anticipated to last twelve minutes. No action would be taken.

Council recessed into executive session at 8:42 pm.

Council reconvened at 8:52 pm.

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

13.B 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

14. Adjournment

Meeting adjourned at 8:52 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Study Session

Date of Meeting

December 2, 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 and Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Housing and Grants Administrator Frey, Engineering Manager Mayor and approximately one member of the public

Others present remotely via Zoom: no members of the public

- A Accessory Dwelling Unit & Middle Housing Update
Lily Frey, Housing and Grants Administrator, presented information to Council. Dan Carlson, Community Development Director, also presented information to Council. Council asked questions of staff.

Councilmember Lillquist requested alternate language to address the impact of residences as frontage to commercial businesses in the CC zones.

Councilmember Thompson arrived at 6:32 pm

There was a question to staff about utilities to ADUs being shared services or required to be separate services.

14. Adjournment

Meeting adjourned at 6:50 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

October 2, 2024

Time of Meeting

4:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Present: Peter Stone, Dan Witkowski, John Perrie, Sarah Bedsaul, Kim Funston, Courtney Garzone (arrived 4:35 p.m.)

Absent: Delano Palmer

Others present: Lily Frey-Housing & Grants Administrator; Jeremy Johnston-Planning Manager; Kathy Boots-Planning Technician; David Sturgell

2. Approval of Agenda

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

3. Approval of Minutes

3.A September 18, 2024 regular meeting minutes

Commissioner Stone motioned to approve the minutes from September 18, 2024. Motion passed 5-0.

4. New Business

None

5. Unfinished Business

5.A Dashboard discussion

Staff member Frey discussed upcoming meetings, discussions, and possible presenters. The Commission expressed interest in the affordable housing web page changes. The possible changes were broken down into the different audiences and what resources the audience would be looking for. The website should be displayed as simple and visually appealing with possible graphs. Affordable housing projects can be highlighted. Audiences such as; potential renters, homeseekers or homeowners, potential landlords, potential developers, and the public will be individualized. These changes will be in support of the Housing Action Plan #12. Affordable housing funding revenue

and disbursements will be provided. The Commission determined which website changes were a priority.

6. Citizen Comment

David Sturgell provided an update on the cold weather shelter. The Kittitas County Fairgrounds will be used this year. They hope to have meals and separate showers included if possible. The site will need a freezer.

7. Staff Update/Discussion Items

7.A Highlights and follow up from Housing WA Conference

Staff member Frey reviewed some of the conference discussions that took place at the conference. In particular, some manufactured home parks have had significant rent increases before sale and then after sale rents are increased again. This is making some mobile home parks unaffordable to rent. Minimum-wage workers that are single are struggling to find affordable rentals. Links to the conference will be provided once they are made public.

8. Commission Representative Update

Fair Housing training for landlords was determined to be too long to gather interest.

No Commission Representative update.

The next meeting will be November 6, 2024.

9. Adjournment

The meeting was adjourned at 5:20 p.m.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

November 12, 2024

3:00 PM

Council Chambers & Zoom

1. Call to Order and Roll Call

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

Roll Call Present: Phil Backlund, Tylene Carnell, Kandee Cleary, Teresa Divine, Nancy Goodloe, Alex Mandujano, and M. Eliatamby-O'Brien.

Commissioner Backlund moved to approve an excused absence for Commissioners Serena Turney and Amber Hoefer. Commissioner Cleary seconded the motion. **Motion approved 6-0.**

Also present: Nicole Klauss, DEI Commission staff member; Charlita Shelton, CWU liaison; Rhonda Schmidt, ESD liaison; Ramona Bryant, League of Women Voters of Kittitas County; and one member of the public via Zoom.

2. Approval of the Agenda

Commissioner Carnell moved to approve the agenda. Commissioner Eliatamby-O'Brien seconded the motion. There was no discussion. **Motion approved 6-0.**

3. Approval of Minutes from October 8, 2024 DEI Commission Meeting

Commissioner Carnell moved to approve the minutes from the October 8, 2024, DEI Commission Meeting. Commissioner Backlund seconded the motion. There was no discussion. **Motion approved 6-0.**

4. New Business

A. Review Draft Annual Report

Klauss reported that Commissioner Carnell drafted the report and asked for changes. Chair Goodloe suggested adding the # of groups or # of people the Listening Tour spoke with, adding the word "Black" before history and culture in the third paragraph, making it clear the City Council instructed the commission to have discussions about virtual comments, reworking language in the World Café sentence, adding the Unity Park Planning Committee, and breaking up a paragraph.

Commissioner Divine recommended approving the amended report and sending it to the City Council. Commissioner Cleary seconded the motion. **Motion approved 6-0.**

B. 2025 Goals

Klauss led the commission through an exercise to come up with new 1-year goals. Prior to the meeting, Klauss added a section to the goals list with the commission's ongoing goals.

New 1-year goals include:

- Put data into a document for review, discuss how to use the data, and put a structure in place to be able to use data (e.g. listening tour data)
- Meet with the Farmer's Market and Night Market organizers to discuss a multicultural day at the Farmers Market/Unity Park and possibly sponsoring vendors to get more diverse vendors
- Support Pride events every June
- Begin engagement with citywide inclusive art in order to develop further representation
- Commission becomes size to reflect diversity in community (*Discussion*)

Commissioner Carnell suggested support for the Pride events doesn't have to be financial. There may be an opportunity to do something such as have public officials participate in the parade or be speakers. Commissioner Eliatamby-O'Brien suggested there may be other Pride events happening during the month that could also use support.

The Commission expressed an interest in inviting the Farmers Market manager to an upcoming meeting to continue discussing the partnership for 2025.

Commissioner Eliatamby-O'Brien mentioned starting the discussion in 2025 on BIPOC Business Day. Since the commission is already working with vendors, they could expand discussions and talk to small businesses.

The Commission expressed an interest in reflecting cultures and communities in art projects that happen around the city and to be available to offer feedback or engagement about representation.

It was suggested to add the Listening Tour data and the meeting with the market manager items to the 90-day goal list.

C. Review Draft Spending Plan

Klauss provided a review of the proposed 2025 spending plan, developed by the DEI Commission's executive committee (Chair Goodloe, Vice Chair Carnell, and staff member Klauss). Commission member Backlund moved to approve the 2025 spending plan as presented. Commissioner Cleary seconded the motion. During discussion, Commissioner Carnell remarked that it is hard to do everything the commission wants to do with a \$10,000 budget. Chair Goodloe reported she has been in discussions with the City Manager about finding a dedicated source of funding that doesn't come from the City's general fund because that is running lean this year. There is nothing in the works, but it's an ongoing conversation. **Motion approved 6-0.**

D. Revisit Listening Tour Policy

The Commission recommended moving this topic to the December meeting for additional time to provide feedback to Commissioner Backlund.

5. Liaison Reports

Charlita Shelton reported:

- Matika Wilbur, a well-known Native American photographer, will be at CWU for a presentation, on Tuesday, November 19, 2024 in the SURC Ballroom at 6 p.m. Get tickets on CWU's website.
- The CWU Office of Equity and Belonging is hosting Dr. Deena Gonzalez, a preeminent scholar of Chicana, Latina, Native American, and Indigenous history on March 13-14, 2025. Patrisse Cullors, co-founder of Black Lives Matter, will be the keynote speaker for the Annual Diversity Awards on April 17, 2025. Judy and Dennis Shepard, founders of the Matthew Shepard Foundation and advocates for human rights, will be giving a keynote address on May 14, 2025.

Rhonda Schmidt reported:

- ESD started a strategic planning process looking at what attributes they want students to come away with, looking at the whole child, not just test scores.
- ESD's educational effectiveness survey is going out soon. It's a yearly survey they started last year. They surveyed students grade 4 and up, staff, and parents about how they're doing in their experience with the school system.
- ESD is doing work on antibullying initiatives in school. They are developing questions and processes to maximize engagement on Belonging in The Burg, which is tentatively planned for February.
- Still waiting on the report from the Department of Justice. They are anticipating getting it in the next month.

6. Subcommittee Reports

Goodloe and Cleary are writing proclamations and recognition days.

Backlund reported there have been two listening tours. They're working on notes and will share via the form. They also visited the Equity & Services Council (ESC) at CWU and are attempting to schedule a listening tour session with the groups represented by the ESC.

7. Commission Member Reports

Commissioner Cleary reported: Cleary participated in one of the focus groups hosted by the committee to update the 10-year Homeless and Affordable Housing Plan.

Commissioner Divine reported: The Ellensburg Bail Fund completed their videos from the grant and have them on the website. They also had a fundraiser that raised \$3,000.

Commissioner Carnell reported: The Trans Elders Conference in town was a necessary, needed, and successful event. Someone came from as far as Tillamook and it included local residents. Local businesses were engaged as partners and the Chamber of Commerce.

Commissioner Eliatamby-O'Brien reported: There was good turnout of community members at the Gallery One event as part of the Trans Elders Conference.

Goodloe reported: Goodloe, Carnell, and Backlund will be participating on a League of Women Voters panel on November 20 at 6 p.m. at the IOOF. Goodloe asked if the commission wants to change their name and proposed having the conversation at the December meeting.

8. Staff Report

None.

9. Public Comments

Chair Goodloe called for public comment. There was none.

Next Meeting December 10, 2024

Topics: Revisit Listening Tour Policy & Discussion on Name Change

Meeting adjourned at 3:57 p.m.

Nicole Klauss

Drafted: 11/13/2024

Approved: 12/10/2024



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

November 20, 2024

6:00 PM

Oddfellows Lodge, 307 N. Pine St.

1. Purpose

The special meeting was scheduled due to the possibility of a quorum of commission members at the League of Women Voters of Kittitas County's panel discussion on the state of diversity, equity and inclusion in the county.

The panel discussion was held. Commissioners Nancy Goodloe, Tylenne Carnell, and Phil Backlund participated on the panel.

Nicole Klauss

Drafted: 11/21/2024

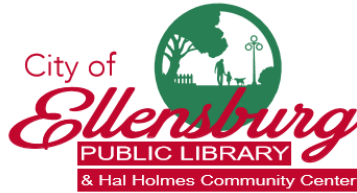
Approved: 12/11/2024

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

November 12, 2024

4:30 p.m.

Council Conference Room

Mary James, Chair, term expires December 31, 2027

Vikki Carpenter, Co-Chair, term expires December 31, 2028

Marty Blackson, term expires December 31, 2027

Andreina Delgado, term expires December 31, 2028

Melina Meador, term expires December 31, 2024

Richard Moreno, term expires December 31, 2026

Josh Aubol, term expires December 31, 2027

I. CALL TO ORDER

James called the meeting to order at 4:32 p.m.

II. ATTENDANCE

PRESENT: Josh Aubol, Vikki Carpenter, Andreina Delgado, Marty Blackson, Mary James, Melina Meador, Rich Moreno

COUNCIL LIASON: Sarah Beauchamp

ABSENT: None

STAFF: Josephine Camarillo

GUESTS: Emily Brown-Pratz

III. APPROVAL OF AGENDA

Motion made by Blackson to approve the agenda, motion seconded, **motion approved**. Motion passed 7-0.

IV. APPROVAL OF MINUTES

Motion made by Carpenter to approve October 2024 minutes, motion seconded, **motion approved**. Motion passed 7-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

Patron sent correspondence to City Council.

VI. REPORTS

A. Director Report

County budget request for the library was accepted. City budget request for the library was accepted. Human Library event, despite low attendance, was well received. Bookworms for kids has started back up again. The Library/HH won best department Halloween costume!

B. Budget Report: Overall budget for the year is on track.

C. Friends of the Library Report: No big book sale for October. Instead, regular sale had extended hours.

VII. UNFINISHED BUSINESS

- A. Birthday party: Wednesday, January 15, 2025 5pm-7pm. Action items as follows:
 - a. Melina- Jazz trio will perform. Melina will send more information soon.
 - b. Andreina- Two drafts of flier presented. Board selected second version.
 - c. Richard- Submitted article for Daily Record, contacted Bryan from Daily Record and they are agreeable to a regular column for the library.
 - d. Vikki- Event setup/clean up.
 - e. Marty- Event setup/clean up.
 - f. Sarah- The Mule will help cater food.
- B. Library Board Advocacy:
 - a. City Attorney will attend January meeting. City Manager attending December meeting TBD.
 - b. Richard contacted Bryan from Daily Record and have agreed feature a regular column for the library, "The Reference Desk: What's New at the Ellensburg Library"

VIII. NEW BUSINESS

- A. Library Board Open Seat 1/1/2025
 - a. Melina has formally submitted her nonrenewal for her board seat. It will be vacant starting 1-1-2025.
 - b. Board Chair/Co-chair positions will be open in January. Board Chair Mary asks current board members to consider filling the positions.

IX. UPCOMING PROGRAMS/EVENTS

Upcoming events presented.

X. UNSCHEDULED BUSINESS

None

XI. NEXT MEETING

Tuesday, December 10, 2024, at Council Conference Room, City Hall/ ZOOM

XII. ADJOURNMENT

With no further discussion, the meeting was adjourned by Moreno at 5:28 p.m.

Respectfully submitted,
Josephine Camarillo, staff



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Lodging Tax Advisory Committee, Regular Meeting

December 4, 2024

2:00 PM

Council Conference Room 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

1.A Roll Call Present:, Sarah Beauchamp, Carmen Wiggins, Steve Townsend,

Absent: Lacie Dawson, Marie Smith, Gemma Fortier

Guests: Matt Anderson, Kittitas County Chamber of Commerce

**DUE TO LACK OF QUORUM, THERE WAS NOT AN OFFICAL MEETING
HELD ON DECEMBER 4, 2024, AND THEREFORE, NO RECORDED MEETING
MINUTES.**



CITY OF ELLENSBURG

Minutes of Planning Commission, Regular Meeting

Date of Meeting

October 10, 2024

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Commissioner Harrell called the meeting to order at 5:45 p.m.

Present: Michael Buehn, Ed Harrell, Sigrid Davison, Geraldine O'Mahony, Sathy Rajendran

Absent: George Bottcher

Others Present: Jeremy Johnston-Planning Manager; Kathy Boots-Planning Technician;
David Miler-City Council Liaison

2. Approval of Agenda

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

3. Approval of Minutes

3.A Approval of Minutes from 9/12/2024

Commissioner O'Mahony motioned to approve the minutes from September 12, 2024. Motion passed 5-0.

4. New Business

4.A Planning Commission Middle Housing Study Session

Staff member Johnston discussed recommended Land Development Code changes for housing types inline with the Housing Action Plan and State Law. Developers were consulted to help determine why incentives were not being used. In the November meeting, a few other recommended Land Development Code changes will be presented, such as plat extensions, planning permit review times, and flood codes. Townhome potential code changes are to reduce parking slightly, decrease open space, reduce landscaping so they are inline with single family residence landscaping requirements. The cottage-style housing proposed changes are an increase in size, only public open space, eliminating architectural detail, and increased height allowed. Accessory dwelling unit (ADU) proposed changes are primarily driven by House Bill 1337. At least two ADU units allowed with a primary unit, no minimum size, maximum size increase, rear setback change, and one parking spot for the second ADU. Multifamily housing proposed changes are to increase maximum density, decrease parking for smaller multifamily complexes, allow parking in rear

setback, adjust open space, remove extra energy efficiency above state code, and remove transfer of rights.

5. Unfinished Business

None

6. Citizen Comment

None

7. Staff Update/Discussion Items

7.A Commissioner Questions

Commissioner Davison suggested the City change "citizen comment" to "public comment" on agendas since not all of the public are citizens.

8. Commission Representative Update

Commissioner Harrell will be absent for the November 14, 2024, meeting.

City council liaison Miller did not have an update for the Commission.

9. Adjournment

The meeting was adjourned at 6:40 p.m.



Meeting Date: December 16, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Natural Gas Purchasing Base Contract
Submitted by: Buddy Stanavich , Energy Resources Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Move to approve the North American Energy Standards Board (NAESB) Base Agreement with Spotlight Energy, LLC, in substantially similar form.

Background/Summary:

The City's natural gas utility utilizes two types of agreements to procure and deliver natural gas to our 'City Gate' station in Ellensburg: 1) The Asset Management Services Agreement is for a vendor to use the City's gas transportation and storage contracts to nominate and deliver our natural gas and 2) a Base Agreement to define financial responsibilities of the natural gas purchase transaction.

Previous Council Action:

At their regular meeting on November 21, 2024, the Utility Advisory Committee reviewed the base agreement and forwarded a favorable recommendation to the Council recommending approval of the base contract.

Analysis:

ECC Chapter 9.80.200 allows the City to enter into more than one base agreement for the supply of natural gas. Having multiple base agreements in place benefits the City with more natural gas transaction opportunities. When the opportunity arises to purchase or sell natural gas, having multiple base agreements in place allows the City to obtain quotes from different suppliers and ultimately execute the transaction based on the best price.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Spotlight Energy NAESB 2006 Base Agreement - BS Edits_Redacted

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

PARTY A Spotlight Energy, LLC	PARTY NAME	PARTY B City of Ellensburg
952 Echo Lane Suite 200 Houston, TX 77024	ADDRESS	501 North Anderson St Ellensburg, WA 98926
www.spotlight-energy.com	BUSINESS WEBSITE	www.ci.ellensburg.wa.us
	CONTRACT NUMBER	<u>N/A</u>
07-997-8564	D-U-N-S® NUMBER	<u>06-004-1985</u>
☒ US FEDERAL: 47-4399444 ☐ OTHER:	TAX ID NUMBERS	X US FEDERAL: 91-600-1245 ☐ OTHER:
Texas	JURISDICTION OF ORGANIZATION	
☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other:	COMPANY TYPE	X Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
952 Echo Lane. Suite 200 Houston, TX 77024 ATTN: Marketing TEL#: 832-271-6767 FAX#: 832-779-5455 EMAIL: marketing@spotlight-energy.com	▪ COMMERCIAL	501 North Anderson St, Ellensburg, WA 98926 ATTN: Buddy Stanavich Energy Resources Manager TEL#: (509) 962-7225 FAX#: (509) 925-8662 EMAIL: stanavichm@ci.ellensburg.wa.us
952 Echo Lane. Suite 200 Houston, TX 77024 ATTN: Gas Scheduling TEL#: 832-271-6767 FAX#: 832-779-5455 EMAIL: scheduling@spotlight-energy.com	▪ SCHEDULING	501 North Anderson St, Ellensburg, WA 98926 ATTN: Buddy Stanavich Energy Resources Manager TEL#: (509) 962-7225 FAX#: (509) 925-8662 EMAIL: stanavichm@ci.ellensburg.wa.us
952 Echo Lane. Suite 200 Houston, TX 77024 ATTN: Gas Contracts TEL#: 832-271-6767 FAX#: 832-779-5455 EMAIL: contracts@spotlight-energy.com	▪ CONTRACT AND LEGAL NOTICES	501 North Anderson St, Ellensburg, WA 98926 ATTN: Buddy Stanavich Energy Resources Manager TEL#: (509) 962-7225 FAX#: (509) 925-8662 EMAIL: stanavichm@ci.ellensburg.wa.us
952 Echo Lane. Suite 200 Houston, TX 77024 ATTN: Credit TEL#: 832-271-6767 FAX#: 832-779-5455 EMAIL: credit@spotlight-energy.com	▪ CREDIT	501 North Anderson St, Ellensburg, WA 98926 ATTN: Jerica Pascoe Finance Director TEL#: (509) 962-7205 FAX#: (509) 962-7130 EMAIL: pascoej@ci.ellensburg.wa.us
952 Echo Lane. Suite 200 Houston, TX 77024 ATTN: Confirmations TEL#: 832-271-6767 FAX#: 832-779-5455 EMAIL: confirmations@spotlight-energy.com	▪ TRANSACTION CONFIRMATIONS	501 North Anderson St, Ellensburg, WA 98926 ATTN: Buddy Stanavich Energy Resources Manager TEL#: (509) 962-7225 FAX#: (509) 925-8662 EMAIL: stanavichm@ci.ellensburg.wa.us
ACCOUNTING INFORMATION		
952 Echo Lane. Suite 200 Houston, TX 77024 ATTN: Accounting TEL#: 832-271-6767 FAX#: 832-779-5455 EMAIL: accounting@spotlight-energy.com	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	501 North Anderson St, Ellensburg, WA 98926 ATTN: Buddy Stanavich Energy Resources Manager TEL#: (509) 962-7225 FAX#: (509) 925-8662 EMAIL: stanavichm@ci.ellensburg.wa.us
BANK: Bank of New York Mellon ABA: _____ ACCT: _____ OTHER DETAILS: For credit to acct of Spotlight Energy, LLC.	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: US Bank ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____

ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____
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Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☒ Oral (default) OR ☐ Written	Section 10.2 Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default Specified Transactions
Section 2.7 Confirm Deadline ☒ 2 Business Days After Receipt (default) OR ☐ _____ Business Days After Receipt	
Section 2.8 Confirming Party ☒ Seller (default) OR ☐ Buyer	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	Section 10.3.1 Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	Section 10.3.2 Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default) ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25 th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	Section 15.5 Choice Of Law <u>Washington</u>
Section 7.2 Method of Payment ☒ Wire Transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	Section 15.10 Confidentiality ☒ Confidentiality Applies (default) OR ☐ Confidentiality Does Not Apply
Section 7.7 Netting ☒ Netting Applies (default) OR ☐ Netting Does Not Apply	
☐ Special Provisions Number of sheets attached: NONE__	
☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Spotlight Energy, LLC	<i>PARTY NAME</i>	City of Ellensburg
By: _____	<i>SIGNATURE</i>	By: _____
Jacob R. Field	<i>PRINTED NAME</i>	Buddy Stanavich
President	<i>TITLE</i>	Energy Resources Manager

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next

following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend

the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____/MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions:		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	



Meeting Date: December 16, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: First Contract Amendment – Bid Call No. 2024-03 - 2024 City Property Groundskeeping

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Approve an amendment to extend the 2024 City Property Groundskeeping contract to December 31, 2025, utilizing the original bid item pricing for the project plus a ten percent (10%) price increase adjustment and incorporate Change Orders 3 and 4 into the amended contract.

Background/Summary:

Bids were opened February 1, 2024 for the 2024 City Property Groundskeeping Project. Rimrock Landscapes LLC was the low bidder in the amount of \$174,403.68. The current contract expires on December 31, 2024. The contract specifications for the project allowed for a time extension for up to two (2) additional twelve (12) month periods including adjustments to individual cost items.

This project has six separate schedules, "A" through "F" and five change orders in 2024. Schedule "A" consists of groundskeeping at City Hall, Ellensburg Police Station, and Ellensburg Public Library/Hall Holmes. Schedule "B" consists of groundskeeping for 13 storm water swales at various locations. Schedule "C" consists of groundskeeping at two water utility sites. Schedule "D" consists of groundskeeping at seven electrical utility sites. Schedule "E" consists of groundskeeping at two gas utility sites. Schedule "F" consists of groundskeeping at two Information Technology utility sites.

Change Order 1 consists of Central Business District street tree irrigation repair and upgrade, tree well reconstruction and paver sidewalk removal and replacement for the Parks Department at the block of 5th Ave between Pine and Pearl Street.

Change Order 2 consists of two items. The first item is for removal and replacement of dead landscaping at the Police Station. The second item was for the Light Department to re-plant the banks of Wilson Creek beneath a power line between Anderson & Sampson Street and 2nd & 3rd Avenue with 32 trees as part of a vegetation management project.

Change Order 3 adds groundskeeping maintenance to Schedule "B" for newly completed swales on Pfenning Road and Brick Road.

Change Order 4 adds monthly bagging to Schedule "A" for mowing performed at City Hall, not required in the original contract.

Change Order 5 is for the Stormwater Department's extra costs to replant two trees and replace irrigation in the University Way swales damaged from a vehicle accident. The Stormwater Fund will be reimbursed through an insurance claim.

Change Orders 1, 2 and 5 are specific to 2024 and will not impact the 2025 extended contract.

Previous Council Action:

Council approved award of Bid Call 2024-03 to Rimrock Landscapes LLC at its regular meeting on February 20, 2024.

Analysis:

Two bids were received on February 1, 2024 for Bid Call 2024-03. The original low bid by Rimrock Landscapes LLC was \$174,403.68. The next highest bid was \$262,885.18 from Russell Landscaping. Rimrock Landscapes LLC is requesting a 10% increase in the contract price to account for increased labor and material costs.

Financial Impact:

The 2024 bid price and proposed 2025 increase from Rimrock Landscapes LLC for this project consists of the following schedules of work:

	2024	2025
Schedule "A" – General Sites	\$54,813.54	\$60,294.89
Schedule "B" – Stormwater Utility Sites	\$96,519.36	\$106,171.30
Schedule "C" – Water Utility Sites	\$8,379.32	\$9,217.25
Schedule "D" – Electrical Utility Sites	\$13,824.25	\$15,206.68
Schedule "E" – Gas Utility Sites	\$433.60	\$476.96
Schedule "F" – Telecom Sites	\$433.60	\$476.96
Subtotal Schedules "A" through "F"	\$174,403.68	\$191,844.05
Change Order 1 – Parks Dept	\$10,577.92	N/A
Change Order 2, Item 1 – Police Dept	\$3,358.99	N/A
Change Order, Item 2 – Light Dept	\$7,645.20	N/A
Change Order 3 – Stormwater Dept (Sch "B")	\$11,528.34	\$12,681.17
Change Order 4 - Bagging of City Hall (Sch "A")	N/A	\$2,520.31
Change Order 5 - University Way Swale Repair	\$2,399.84	N/A
Total	\$209,913.97	\$207,045.52

Adequate expenditure authority for each schedule exists within the respective budgets.

Budget Adjustment: No

Attachments:

1. 1st Amendment-2024 City Property Groundskeeping
2. Attachment A for Amendment 1
3. City of Ellensburg Contract Ext. Letter 2025

**FIRST AMENDMENT TO THE
2024 CITY PROPERTY GROUNDSKEEPING CONTRACT**

THIS FIRST AMENDMENT TO THE 2024 CITY PROPERTY GROUNDSKEEPING CONTRACT ("Amendment") is dated December 16th, 2024 by and between the City of Ellensburg, Washington, a municipal corporation (the "City"), and Rimrock Landscapes LLC ("Contractor"). Each of the City and Contractor may hereafter be referred to as a "Party" or together as the "Parties."

RECITALS

WHEREAS, the Parties wish to extend the 2024 City Property Groundskeeping Contract and the Contractor seeks a TEN (10) percent price increase adjustment to the original bid item pricing as shown in Attachment A,

WHEREAS, the Contractor has agreed to add groundskeeping maintenance for the N Pfenning Road swale and Brick Road swale with costs as outlined in attached Change Order 3 Schedule B, and perform once a month lawn debris bagging at City Hall with cost as outlined in attached Change Order 4 Schedule A, and

WHEREAS, RCW 39.12 and WAC 296-127 require that contracts for public agencies must include provisions for paying prevailing wages under the contract, and be amended from time to time to account for increases in the prevailing wage, and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to amend the Agreement as follows:

SCOPE OF WORK

- 1. Extension of Contract.** Pursuant to Section 5 of the Contract between the Parties, the Contract is hereby extended through December 31, 2025.
- 2. Price Increase Adjustment.** Bid Schedules "A" through "F", Change Order #3 and Change Order #4 attached hereto and incorporated herein, are amended to reflect the intent of the Parties with regard to Contractor price increase adjustment and prevailing wage rate increases.
- 3. Full Force and Effect.** Except as expressly set forth in this Amendment, the Parties' Contract is unmodified and remains in full force and effect.

CITY OF ELLENSBURG,

RIMROCK LANDSCAPES LLC

By: _____
Heidi Behrends-Cerniwey, City Manager

By: _____
Chris Hutchens, President

Attest: _____
City Clerk

Approved as to Form:

City Attorney

[Attachment A on following pages]

Attachment A
City of Ellensburg 2024 City Property Groundskeeping Pricing
10% Pricing Increase from 2024 to 2025

Schedule A - General Sites							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price 10% Increase	2025 Contract Amount
City Hall - CHM518.31040650							
1.1	Lawn Maintenance	EA	30	\$ 225.00	\$ 6,750.00	\$ 247.50	\$ 7,425.00
1.2	Property Maintenance	EA	32	\$ 125.00	\$ 4,000.00	\$ 137.50	\$ 4,400.00
1.3	Sprinkler Activation	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
1.4	Sprinkler Winterization	EA	1	\$ 120.00	\$ 120.00	\$ 132.00	\$ 132.00
1.5	Sprinkler Maintenance	EA	16	\$ 75.00	\$ 1,200.00	\$ 82.50	\$ 1,320.00
1.6	Spring Cleanup	FA	EST	\$ 3,859.00	\$ 3,859.00	\$ 4,244.90	\$ 4,244.90
1.7	Fall Cleanup	FA	EST	\$ 1,654.00	\$ 1,654.00	\$ 1,819.40	\$ 1,819.40
1.8	Fertilize Lawn	EA	5	\$ 450.00	\$ 2,250.00	\$ 495.00	\$ 2,475.00
1.9	Insecticide Application	EA	5	\$ 250.00	\$ 1,250.00	\$ 275.00	\$ 1,375.00
1-10	Fungicide Application	EA	5	\$ 575.00	\$ 2,875.00	\$ 632.50	\$ 3,162.50
1-11	Core Aeration	EA	1	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00
1-12	Misc. Landscaping/Irrigation Repairs	FA	EST	\$ 8,820.00	\$ 8,820.00	\$ 9,702.00	\$ 9,702.00
Library/Hal Holmes - LB572.50049323							
2.1	Lawn Maintenance	EA	30	\$ 45.00	\$ 1,350.00	\$ 49.50	\$ 1,485.00
2.2	Property Maintenance	EA	32	\$ 75.00	\$ 2,400.00	\$ 82.50	\$ 2,640.00
2.3	Sprinkler Activation	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
2.4	Sprinkler Winterization	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
2.5	Sprinkler Maintenance	EA	16	\$ 55.00	\$ 880.00	\$ 60.50	\$ 968.00
2.6	Spring Cleanup	FA	EST	\$ 882.00	\$ 882.00	\$ 970.20	\$ 970.20
2.7	Fall Cleanup	FA	EST	\$ 552.00	\$ 552.00	\$ 607.20	\$ 607.20
2.8	Miscellaneous Landscaping/Irrigation Repairs	FA	EST	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
Ellensburg Police Station - PM521.50219226							
3.1	Property Maintenance	EA	32	\$ 100.00	\$ 3,200.00	\$ 110.00	\$ 3,520.00
3.2	Sprinkler Activation	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
3.3	Sprinkler Winterization	EA	1	\$ 120.00	\$ 120.00	\$ 132.00	\$ 132.00
3.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
3.5	Spring Cleanup	FA	EST	\$ 882.00	\$ 882.00	\$ 970.20	\$ 970.20
3.6	Fall Cleanup	FA	EST	\$ 552.00	\$ 552.00	\$ 607.20	\$ 607.20
3.7	Misc. Landscaping/Irrigation Repairs	FA	EST	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
Schedule "A" Subtotal					\$ 50,566.00		\$ 55,622.60
Schedule "A" Sales Tax (8.4%)					\$ 4,247.54		\$ 4,672.30
Schedule "A" Total					\$ 54,813.54		\$ 60,294.90

Schedule B - Stormwater Utility Sites - S535.55045009							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
Third Avenue Swales							
1.1	Lawn Maintenance	EA	30	\$ 65.00	\$ 1,950.00	\$ 71.50	\$ 2,145.00
1.2	Sprinkler Activation	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
1.3	Sprinkler Winterization	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
1.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
Dolarway Swales							
2.1	Lawn Maintenance	EA	30	\$ 110.00	\$ 3,300.00	\$ 121.00	\$ 3,630.00
2.2	Sprinkler Activation	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
2.3	Sprinkler Winterization	EA	1	\$ 125.00	\$ 125.00	\$ 137.50	\$ 137.50
2.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
Mountain View Swales							
3.1	Lawn Maintenance	EA	30	\$ 315.00	\$ 9,450.00	\$ 346.50	\$ 10,395.00
3.2	Sprinkler Activation	EA	1	\$ 275.00	\$ 275.00	\$ 302.50	\$ 302.50
3.3	Sprinkler Winterization	EA	1	\$ 400.00	\$ 400.00	\$ 440.00	\$ 440.00
3.4	Sprinkler Maintenance	EA	16	\$ 145.00	\$ 2,320.00	\$ 159.50	\$ 2,552.00
Rotary Park Swales							
4.1	Lawn Maintenance	EA	30	\$ 110.00	\$ 3,300.00	\$ 121.00	\$ 3,630.00
4.2	Sprinkler Activation	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
4.3	Sprinkler Winterization	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
4.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
Idaho Avenue Swale							
5.1	Lawn Maintenance	EA	15	\$ 75.00	\$ 1,125.00	\$ 82.50	\$ 1,237.50
Water Street Swales							
6.1	Lawn Maintenance	EA	15	\$ 75.00	\$ 1,125.00	\$ 82.50	\$ 1,237.50
Center Point Business Park - SS531.351253505							
7.1	Lawn Maintenance	EA	30	\$ 95.00	\$ 2,850.00	\$ 104.50	\$ 3,135.00
7.2	Sprinkler Activation	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
7.3	Sprinkler Winterization	EA	1	\$ 105.00	\$ 105.00	\$ 115.50	\$ 115.50
7.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
Ridgeview Swale							
8.1	Lawn Maintenance	EA	15	\$ 50.00	\$ 750.00	\$ 55.00	\$ 825.00
Main Street Extension Swales							
9.1	Property Maintenance	EA	32	\$ 75.00	\$ 2,400.00	\$ 82.50	\$ 2,640.00
9.2	Sprinkler Activation	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
9.3	Sprinkler Winterization	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
9.4	Sprinkler Maintenance	EA	16	\$ 60.00	\$ 960.00	\$ 66.00	\$ 1,056.00
9.5	Sterilization & Pre-emergent Treatment	EA	2	\$ 240.00	\$ 480.00	\$ 264.00	\$ 528.00
Willow Street Swales - SS531.351253505							
10.1	Property Maintenance	EA	32	\$ 110.00	\$ 3,520.00	\$ 121.00	\$ 3,872.00
10.2	Sprinkler Activation	EA	1	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00
10.3	Sprinkler Winterization	EA	1	\$ 215.00	\$ 215.00	\$ 236.50	\$ 236.50
10.4	Sprinkler Maintenance	EA	16	\$ 90.00	\$ 1,440.00	\$ 99.00	\$ 1,584.00
10.5	Sterilization & Pre-emergent Treatment	EA	2	\$ 250.00	\$ 500.00	\$ 275.00	\$ 550.00

Helena Avenue Swales							
11.1	Property Maintenance	EA	32	\$ 95.00	\$ 3,040.00	\$ 104.50	\$ 3,344.00
11.2	Sprinkler Activation	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
11.3	Sprinkler Winterization	EA	1	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00
11.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
11.5	Sterilization & pre-emergent Treatment	EA	2	\$ 200.00	\$ 400.00	\$ 220.00	\$ 440.00
Bull Road Swales							
12.1	Property Maintenance	EA	32	\$ 85.00	\$ 2,720.00	\$ 93.50	\$ 2,992.00
12.2	Sprinkler Activation	EA	1	\$ 75.00	\$ 75.00	\$ 82.50	\$ 82.50
12.3	Sprinkler Winterization	EA	1	\$ 110.00	\$ 110.00	\$ 121.00	\$ 121.00
12.4	Sprinkler Maintenance Check	EA	16	\$ 75.00	\$ 1,200.00	\$ 82.50	\$ 1,320.00
University Way Swales							
13.1	Property Maintenance	EA	32	\$ 500.00	\$ 16,000.00	\$ 550.00	\$ 17,600.00
13.2	Sprinkler Activation	EA	1	\$ 550.00	\$ 550.00	\$ 605.00	\$ 605.00
13.3	Sprinkler Winterization	EA	1	\$ 615.00	\$ 615.00	\$ 676.50	\$ 676.50
13.4	Sprinkler Maintenance	EA	16	\$ 290.00	\$ 4,640.00	\$ 319.00	\$ 5,104.00
13.5	Sterilization & Pre-emergent Treatment	EA	2	\$ 700.00	\$ 1,400.00	\$ 770.00	\$ 1,540.00
Miscellaneous - All Locations							
14.1	Miscellaneous Landscaping/Irrigation Repairs	FA	EST	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00
Schedule "B" Subtotal					\$ 89,040.00		\$ 97,944.00
Schedule "B" Sales Tax (8.4%)					\$ 7,479.36		\$ 8,227.30
Schedule "B" Total					\$ 96,519.36		\$ 106,171.30

Schedule C - Water Utility Sites - W534.52044011							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
Craig's Hill Reservoir (Water Tower)							
1.1	Lawn Maintenance	EA	30	\$ 50.00	\$ 1,500.00	\$ 55.00	\$ 1,650.00
1.2	Sprinkler Activation	EA	1	\$ 55.00	\$ 55.00	\$ 60.50	\$ 60.50
1.3	Sprinkler Winterization	EA	1	\$ 65.00	\$ 65.00	\$ 71.50	\$ 71.50
1.4	Sprinkler Maintenance Check	EA	16	\$ 55.00	\$ 880.00	\$ 60.50	\$ 968.00
Mt. Stuart Well							
2.1	Lawn Maintenance	EA	30	\$ 65.00	\$ 1,950.00	\$ 71.50	\$ 2,145.00
2.2	Sprinkler Activation	EA	1	\$ 70.00	\$ 70.00	\$ 77.00	\$ 77.00
2.3	Sprinkler Winterization	EA	1	\$ 90.00	\$ 90.00	\$ 99.00	\$ 99.00
2.4	Sprinkler Maintenance Check	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
Miscellaneous - All Locations							
3.1	Miscellaneous Landscaping/Irrigation Repairs	FA	EST	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00
Schedule "C" Subtotal					\$ 7,730.00		\$ 8,503.00
Schedule "C" Sales Tax (8.4%)					\$ 649.32		\$ 714.25
Schedule "C" Total Bid					\$ 8,379.32		\$ 9,217.25

Schedule D - Electrical Utility Sites - L53353B3348000							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
Helena Substation							
1.1	Lawn Maintenance	EA	30	\$70.00	\$2,100.00	\$ 77.00	\$2,310.00
1.2	Property Maintenance	EA	30	\$75.00	\$2,250.00	\$ 82.50	\$2,475.00
1.3	Sprinkler Activation	EA	1	\$65.00	\$65.00	\$ 71.50	\$71.50
1.4	Sprinkler Winterization	EA	1	\$80.00	\$80.00	\$ 88.00	\$88.00
1.5	Sprinkler Mainenance Check	EA	16	\$50.00	\$800.00	\$ 55.00	\$880.00
1.6	Sterilization & Pre-emergent Treatment	EA	1	\$250.00	\$250.00	\$ 275.00	\$275.00
1.7	Misc. Landscaping/Irrigation Repairs	EA	EST	\$3,308.00	\$3,308.00	\$ 3,638.80	\$3,638.80
Renewable Energy Park L53320N3330000							
2.1	Sterilization & Pre-emergent Treatment	EA	1	\$1,500.00	\$1,500.00	\$ 1,650.00	\$1,650.00
East Ellensburg Substation							
3.1	Sterilization & Pre-emergent Treatment	EA	1	\$650.00	\$650.00	\$ 715.00	\$715.00
Dolarway Substation & Pole Yard							
4.1	Sterilization & Pre-emergent Treatment	EA	1	\$1,000.00	\$1,000.00	\$ 1,100.00	\$1,100.00
Access Area, East of Dolarway Substation							
5.1	Sterilization & Pre-emergent Treatment	EA	1	\$250.00	\$250.00	\$ 275.00	\$275.00
"D" Street Switching Station							
6.1	Sterilization & Pre-emergent Treatment	EA	1	\$250.00	\$250.00	\$ 275.00	\$275.00
Chestnut Street Switching Station							
7.1	Sterilization & Pre-emergent Treatment	EA	1	\$250.00	\$250.00	\$275.00	\$275.00
Schedule "D" Subtotal					\$12,753.00		\$14,028.30
Schedule "D" Sales Tax (8.4%)					\$1,071.25		\$1,178.38
Schedule "D" Total					\$13,824.25		\$15,206.68

Schedule E - Natural Gas Utility Sites - G53355R2355001							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
3261 Kittitas Highway							
1.1	Sterilization & Pre-emergent Treatment	EA	1	\$ 200.00	\$ 200.00	\$ 220.00	\$ 220.00
1012 Seattle Avenue							
2.1	Sterilization & Pre-emergent Treatment	EA	1	\$ 200.00	\$ 200.00	\$ 220.00	\$ 220.00
Schedule "E" Sub-Total					\$ 400.00		\$ 440.00
Schedule "E" Sales Tax (8.4%)					\$ 33.60		\$ 36.96
Schedule "E" Total					\$ 433.60		\$ 476.96

Schedule F - IT Sites - T532.10.2240							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
Craig's Hill Telecom Hut							
1.1	Sterilization & Pre-emergent Treatment	EA	1	\$ 200.00	\$ 200.00	\$ 220.00	\$ 220.00
Dolarway Hut							
2.1	Sterilization & Pre-emergent Treatment	EA	1	\$ 200.00	\$ 200.00	\$ 220.00	\$ 220.00
Schedule "F" Subtotal					\$ 400.00		\$ 440.00
Schedule "F" Sales Tax (8.4%)					\$ 33.60		\$ 36.96
Schedule "F" Total					\$ 433.60		\$ 476.96

Change Order #1							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
CO.1.1	Irrigation repair and construcion for Parks Dept	LS	1	\$ 10,577.92	\$ 10,577.92	N/A	N/A
Change Order #1 Total					\$ 10,577.92		\$ -

Change Order #2							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
CO.2.1	Landscaping Repair for EPD	LS	1	\$ 3,358.99	\$ 3,358.99	N/A	N/A
CO.2.2	Creek Planting for Light Department	LS	1	\$ 7,645.20	\$ 7,645.20	N/A	N/A
Change Order #2 Total					\$ 11,004.19		\$ -

Change Order #3 - Schedule B							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
N Pfenning Road Swale							
CO.3.1	Property Maintenance	EA	32	\$ 95.00	\$ 3,040.00	\$ 104.50	\$ 3,344.00
CO.3.2	Sprinkler Activation	EA	1	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
CO.3.3	Sprinkler Winterization	EA	1	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00
CO.3.4	Sprinkler Maintenance	EA	16	\$ 70.00	\$ 1,120.00	\$ 77.00	\$ 1,232.00
CO.3.5	Steilization & pre-emergent Treatment	EA	2	\$ 200.00	\$ 400.00	\$ 220.00	\$ 440.00
Brick Road Swale							
CO.3.6	Property Maintenance	EA	32	\$ 110.00	\$ 3,520.00	\$ 121.00	\$ 3,872.00
CO.3.7	Sprinkler Activation	EA	1	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00
CO.3.8	Sprinkler Winterization	EA	1	\$ 215.00	\$ 215.00	\$ 236.50	\$ 236.50
CO.3.9	Sprinkler Maintenance	EA	16	\$ 90.00	\$ 1,440.00	\$ 99.00	\$ 1,584.00
CO.3.10	Steilization & pre-emergent Treatment	EA	2	\$ 250.00	\$ 500.00	\$ 275.00	\$ 550.00
Change Order #3 Subtotal					\$ 10,635.00		\$ 11,698.50
Change Order Sales Tax (8.4%)					\$ 893.34		\$ 982.67
Change Order Total					\$ 11,528.34		\$ 12,681.17

Change Order #4 - Schedule A City Hall							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
CO.4.1	City Hall Bid Item 1.1 Cost Increase for Lawn Bagging	LS	1	N/A	N/A	\$ 2,520.30	\$ 2,520.30
Change Order #4 Total					\$ -		\$ 2,520.30

Change Order #5 - Stormwater to be Reimbursed by Insurance Claim							
Item No.	Item Description	Unit	Quantity	2024 Unit Price	2024 Contract Amount	2025 Unit Price	2025 Contract Amount
CO.5.1	University Way Tree Replacement/Swale Repair	LS	1	\$ 2,399.84	\$ 2,399.84	N/A	N/A
Change Order #5 Total					\$ 2,399.84		\$ -

Total Schedules A, B, C, D, E, F, Change Order 1, 2, 3, 4 & 5

\$ 209,913.97

\$ 207,045.52

October 23, 2024

City Of Ellensburg Public Works

To Whom It May Concern,

Rimrock Landscapes has enjoyed working with the City of Ellensburg during our first year of the Property Groundskeeping Contract. We would like to request a contract extension for an additional year of groundskeeping, with a 10% increase in cost to cover our labor, parts and supplies. Rimrock Landscapes will also take on the additional swale maintenance at Brick Road and N Pfenning Road. We are looking forward to working with the city to provide another great year of groundskeeping.

Thank you for considering this contract extension.

Sincerely,

Chris Hutchens

Rimrock Landscapes



Meeting Date: December 16, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Consultant Agreement Supplement No. 4 Brick Road Improvements Engineering
Submitted by: Austin Nickerson, Civil Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to sign the attached Supplement No. 4 for the professional services agreement with Perteet, Inc to provide additional archaeological monitoring along with associated documentation and management.

Background/Summary:

In January of 2022, the City was awarded Surface Transportation Block Grant (STBG) regional federal funds in the amount of \$1,284,000 for this project completed multimodal improvements on Brick Road between Radio Road and the north City Limits/McElroy Park. The project included overlaying the existing roadway to maintain the existing two lanes of travel and will include installation of curb, gutter, sidewalk, stormwater facilities, illumination, and other improvements.

Previous Council Action:

On October 17, 2022, Council authorized the consultant agreement with Perteet, Inc. to complete the design for the project.

On April 15, 2024, Council authorized the consultant agreement Supplement 3 with Perteet, Inc. to complete the design for the project and add archaeological monitoring to the contract with Perteet.

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 Perteet, Inc. was selected. Following council authorization of the consultant agreement in October of 2022, supplement numbers 1 and 2 for the agreement were signed for no cost time extensions to complete the work. Supplement 3 was signed to extend the time of completion for services and request additional funds for adding archaeological monitoring to the Contract.

Supplement 4 is for the request of \$10,440 from the budget for the increase in archaeological monitoring. The scope of work for the monitoring increased after construction activities showed the extent of the old brick road was larger than previously estimated. All monitoring activities are now complete.

Financial Impact:

The City was awarded \$1,284,000 in grant funds for the project. The total project cost was estimated at \$1,635,000 and \$351,000 in matching funds will be required. The \$10,440 indicated above will be funded by Arterial Street Fund for the current design budget. Adequate funding exists within the Arterial Street budget.

Budget Adjustment: No

Attachments:

1. Ellensburg Brick Rd Supp 4_11-26-2024



**Washington State
Department of Transportation**

Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable	

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: _____ By: _____

Crystal L. Donner

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A
SUPPLEMENT #4 – SCOPE OF SERVICES
City of Ellensburg
Brick Road Improvements

City Project Number: 21-130

Federal Project Funding Number: STPUS-6909(001)

INTRODUCTION

Under the Brick Road Improvements project, the City of Ellensburg (City) has also requested that Perteet (Consultant) prepare a supplement for the professional services provided not included within the original Scope of Services or subsequent supplements. These services included providing additional archeological monitoring and associated documentation and management.

Consultant services were limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

(The task numbers below correspond to the original Scope of Services and subsequent supplements.)

Task 17 – Archaeological Monitoring *(Supplemented)*

Optional Services With prior written approval by the Client and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the Consultant.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 17 – Archaeological Monitoring *(Supplemented)*

The Consultant provided the following additional services as part of the archaeological monitoring during construction.

17.1 Project Management and Coordination

Consultant will coordinate with the Client regarding the additional archaeological monitoring according to the Contractor's construction schedule.

17.2 Daily Monitoring

A Perteet archaeologist was present for project ground disturbance in areas outside the originally defined locations and as directed by the City. Roadway demolition that exposed the historical brick surface of the roadway for the project took an additional sixty (60) hours.

Notes about sediments and cultural material encountered during excavations were kept on standard Perteet forms. Coordinates of any discoveries were recorded with a handheld global positioning system (GPS) unit.

Assumptions:

- Monitoring provided under this scope of services includes sixty (60) hours, including travel. Additional monitoring hours, if necessary, would require a budget adjustment.

17.3 Documentation

Perteet will incorporate the additional monitoring areas into the letter report included in Supplement 3, including any findings during monitoring. Additional work elements will also include coordination with WSDOT regarding findings during monitoring.

Assumptions:

- The report will not undergo any additional rounds of review as stated in Supplement 3.

Deliverables:

- Additional monitoring activities and findings incorporated into the Draft and Final Report stated in Supplement 3.

Additional (Optional) Services

The Consultant may provide additional services as directed by the Client which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the Contract and a supplement to the contract.

Services Not Included in this Scope of Services

1. Additional Archaeological site inventory forms.
2. Additional monitoring beyond the hours stated herein.

Exhibit D

Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: Brick Road Improvements

Client: City of Ellensburg

Consultant: Perteet

Perteet Project No. 20220003

HOURLY COSTS

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Engineer/Manager	4	\$73.00	\$292.00
Senior Planner/Cultural Resources Manager	6	\$59.20	\$355.20
Cultural Resources Specialist I	65	\$31.50	\$2,047.50
Cultural Resources Specialist II	3	\$43.00	\$129.00
Accountant	1.5	\$48.50	\$72.75
Direct Salary Cost			\$2,896.45
ICR (Overhead Cost) 188.43%			\$5,457.78
Fixed Fee 29.85%			\$864.59
Labor Total	79.5		\$9,218.82

REIMBURSABLES

<u>Expenses</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Lodging	\$410.29	1.0	\$410
Per diem	\$265.50	1.0	\$266
Mileage	\$545.38	1.0	\$545
Total Expenses			\$1,221

CONTRACT TOTAL	\$10,440
-----------------------	-----------------

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2021-16 Electrical Utility On-Call Construction Services Agreement - Contract Extension Amendment

Submitted by: Paul Meyer, Electrical Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to execute Amendment No. 1 to the 2021-16 Electrical Utility On-Call Construction Services Agreement.

Background/Summary:

To address the occasional need for additional electrical utility labor, staff advertised Bid Call 2021-16 Electrical Utility On-Call Construction Services. Bids were opened on January 19, 2022 and the City received two bids with Potelco Inc. being the lowest responsive bidder in the amount of \$490,231.16.

Previous Council Action:

Bid 2021-16 awarded February 7, 2022

Analysis:

The current on call contract with Potelco Inc. is set to expire on December 31, 2024. Potelco has begun the Vantage Hwy PSE Cutover #2 project and may not complete it prior to the end of this contract. City staff desire to extend the contract by three months so Potelco has sufficient time to complete the Vantage Hwy PSE Cutover #2 project. This will avoid the complications of having the new on-call contractor, Riverline Power, take over the project midway through construction.

Financial Impact:

Costs associated with this work are incorporated into the 2023/2024 and 2025/2026 Electric Utility Fund budgets.

Budget Adjustment: No

Attachments:

1. 2021-16 Electrical Utility On Call Construction Services - Contract extension Amendment

**AMENDMENT 1 TO THE
2021-26 ELECTRICAL UTILITY ON CALL CONSTRUCTION SERVICES
BETWEEN THE
CITY OF ELLENSBURG
AND
POTELCO INC.**

RELATING TO: 3 MONTH CONTRACT EXTENSION

THIS AGREEMENT is made and entered into this _____ day of _____, 202__, by and between THE CITY OF ELLENSBURG (hereinafter called the "CITY") and Potelco Inc., (hereinafter called the "CONTRACTOR").

WHEREAS, the CITY entered into a CONTRACT with the CONTRACTOR on February 7, 2022, (the CONTRACT); and

WHEREAS, the CITY desires to amend the CONTRACT to extend the contract term; and

WHEREAS, Section 18 of the CONTRACT provides that the contract term may be changed by execution of an amendment signed by the parties;

WHEREAS, The CONTRACTOR has begun the Vantage Hwy PSE Cutover #2 project and may not complete it prior to the end of this contract:

WHEREAS, The CITY desires to extend the contract so that the CONTRACTOR can complete the Vantage Hwy PSE Cutover #2 project;

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

5. CONTRACT TIME

Section 5 of the original Contract is amended to extend maximum term of the Agreement through March 31, 2025.

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

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

CITY OF ELLENSBURG

APPROVED AS TO FORM:

HEIDI BEHREND CERNIWEY, CITY MANAGER

TERRY WEINER, CITY ATTORNEY

CONTRACTOR

ATTEST:

MARK SWANSON, PRESIDENT

BETH LEADER, CITY CLERK



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Award Bid Call 2024-23 Anderson Road Sewer Extension Phase 2
Submitted by: Austin Nickerson, Civil Engineer
Department: Public Works & Utilities

Suggested Motion/Action:
Award Bid Call 2024-23 to Halme Construction, Inc, the lowest responsive and responsible bidder.

Background/Summary:
Nine bids were received on Wednesday, December 4, 2024 for phase 2 of the Anderson Road Sewer Extension project. Two low bids were withdrawn by the respective bidders/Bid Call 2024-23 consists of one schedule for the construction of 4,150 LF of 18” sewer line from 3rd Ave and Lincoln Sreet to connect to the 18” sewer line that was completed during Phase 1. This also includes all associated dewatering, treatment, and surface restoration.

The Anderson Road Sewer Extension Project was divided into two phases to exclude the adjacent privately owned contaminated site from Phase 1, which was completed this spring. Phase 2 will require an engineered dewatering and treatment system to remove any potential existing contaminants while working adjacent to 120 N Railroad Ave.

Century West Engineering designed and prepared bid specifications for this project, Bid Call 2024-23. City staff will provide administration for the above schedule of work associated with this bid call.

Previous Council Action:
None

Analysis:
The project was advertised and bids were received as follows:

Contractor	Total Bid Amount
Halme Construction Inc	\$3,732,862.40
Strider Construction Co., Inc	\$3,793,864.50
Belsaas & Smith Construction, Inc.	\$3,990,811.04
Midway Underground, LLC	\$4,057,245.06
CR Construction, LLC	\$4,186,841.60
Northwest Construction Inc	\$4,193,562.40
Active Construction Inc	\$4,480,480.00

Engineer's Estimate

\$3,407,662.40

The low bid, submitted by Halme Construction, Inc, is above the engineer's estimate.

Financial Impact:

The bid amount is over the \$2,900,000 budgeted in the 2025 Sewer Construction Fund for the Anderson Road Sewer Extension Phase 2, but within the 2025 Sewer Fund budget for capital projects. As this project is a priority for the Sewer utility, the necessary funding (\$832,862.40) from the budgeted RAS Building Improvements project will be transferred to this project.

Budget Adjustment: No

Attachments:

None



Meeting Date: December 16, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: 2025 Payment Agreement with Kittitas County Emergency Medical Services (EMS) and Trauma Care Council

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:

Authorize the City Manager to execute the 2025 Payment Agreement with Kittitas County EMS and Trauma Care Council.

Background/Summary:

In accordance with the Interlocal Agreement for the operation of the Kittitas County EMS Division originally signed in 1995, the attached 2025 Payment Agreement has been submitted to the City of Ellensburg for approval.

Previous Council Action:

Each year the City Council approves the proposed payment agreement for the City's share of services.

Analysis:

Individual jurisdictions within Kittitas County are charged a percentage of the EMS Division budget based on a population distribution which is derived from the Office of Financial Management. Attached to this agenda report is a Memo from Cheryl Burrows, EMS Coordinator, the Payment Agreement for 2025. The amount allocated to Ellensburg for 2025 is \$112,555.00 to be paid in quarterly installments.

Financial Impact:

The City Council approved \$112,555 in funding for this agreement in the 2025-2026 Biennial Budget. The proposed Payment Agreement in the amount of \$112,555 is based on the Proposed 2025 Kittitas County EMS Division Office Budget Plan.

Budget Adjustment: No

Attachments:

1. 2025 EMS Payment Agreement
2. KCEMS 2025 Budget Plan-Memo

RECEIVED

DEC 09 2024

CITY MANAGER'S OFFICE
ELLENSBURG, WA



**KITTITAS COUNTY
EMERGENCY MEDICAL SERVICES DIVISION**

MEDICAL PROGRAM DIRECTOR Office of the:
EMS COORDINATOR EMS & TRAUMA CARE COUNCIL

December 4, 2024

TO: Heidi Behrends Cerniwey, City Manager
City of Ellensburg

FR: Cheryl L. Burrows 
EMS Coordinator

RE: 2025 Payment Agreement

Please find enclosed two original 2025 Kittitas County Emergency Medical Services (EMS) & Trauma Care Council Payment Agreements (attachment "C" to the Interlocal Cooperation Agreement with the Kittitas County EMS & Trauma Care Council). The Payment Agreement reflects the *2025 Budget Plan* recommended by the Kittitas County EMS & Trauma Care Council for the operation of the Kittitas County EMS Division.

The *2025 Budget Plan* was sent out to all Participating Jurisdictions in July and presented at the November 20, 2024, KCCOG meeting as required per the Interlocal Cooperation Agreement.

Upon approval of the 2025 Payment Agreement, please return one signed copy of the agreement to this office.

If you have any questions or would like me to attend a future meeting, please contact me at 509-929-3247.

Thank you for your continued support!

Enclosed:

- 2025 Payment Agreement (2 signed copies – please return 1)
- 2025 Budget Plan for Kittitas County EMS Division

“C”
Kittitas County
Emergency Medical Services and Trauma Care Council
and
Interlocal Cooperation Agreement Participating Jurisdictions

PAYMENT AGREEMENT

1. Term. The term of this agreement will be from January 1, 2025, until December 31, 2025.
2. Compensation. The named Participating Jurisdiction, City of Ellensburg, shall pay the Kittitas County EMS & Trauma Care Council (Council) a total of \$112,555.00 or less, depending on actual expenses; to be paid in quarterly payments to the Council of \$28,138.75, for their 43.1% of the daily operations of the Kittitas County EMS Division office in accordance with the Interlocal Cooperation Agreement. Actual expenses shall be documented by the Council to the Participating Jurisdiction in the form of a quarterly report to include a quarterly billing statement. Quarterly payments will be made at the beginning of each quarter. Revenue not expended will be credited to the Participating Jurisdiction for the following year or reimbursed at the close of the operating year.

Agreed to and dated this _____ day of _____, 2024.

Kittitas County EMS & Trauma Care Council:



Lee Hadden, Chair
Danielle Bertschi, Vice Chair

City of Ellensburg

Heidi Behrends Cerniwey, City Manager

Approved as to form:



Attorney (optional)

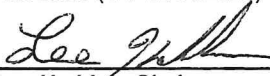
**Kittitas County Emergency Medical Services Division
Proposed 2025 - Office Budget Plan**

COPY

Description Projected Expenditures	Actual 2023	Budgeted 2024	Draft 2025	Notes
Salary - Coordinator (1 FTE):	87,072.00	89,685.00	93,120.00	3.0% COLA (estimate)
EMS Assistant (Program Support)	51,388.44	53,825.00	56,309.00	3% COLA & 2.5% MERIT (est.)
Benefits/Emp. Taxes Coord/Asst	57,597.50	73,000.00	74,700.00	Approx 50% of salaries ('24=44%)
Professional Support (Acct. / Legal)	300.00	2,000.00	600.00	Accrual as needed
County Administrative Fee	600.00	600.00	720.00	Benefits fee
Rent & Utilities (new lease 9/21)	15,347.65	18,000.00	18,400.00	\$1,200 + \$325 avg. Utilities + misc.
Phone/Internet/Cells:	2,735.14	2,800.00	3,000.00	Office line, EMS cell, asst. cell, interne
Postage:	322.02	300.00	500.00	
Office Supplies:	762.18	500.00	600.00	
Photocopies/Printing:	4,506.67	4,500.00	4,700.00	copier lease & other printing
Computer Serv./Software/Website:	4,028.09	3,900.00	4,000.00	ERS/Accting/Website maint. +
Travel/Gas/License/Other	2,086.61	2,400.00	2,200.00	
Training/Conferences (Best Practices)	0.00	200.00	800.00	
Insurance	3,115.00	3,600.00	3,400.00	-vehicle insurance from User Fee
Office Equipment (replacement)	600.00	600.00	600.00	Accrual fund
Miscellaneous (bank fees +)	558.05	700.00	700.00	Fees and unexpected expenses.
TOTAL EXPENDITURES:	\$231,019.35	\$256,610.00	\$264,349.00	
Vehicle/Insurance/oil/tires(user fee)	1,200.00	1,200.00	1,200.00	insurance/maintenance
Training-Copier Lease fund transfer	\$2,000.00	\$2,000.00	\$2,000.00	FY25 training copies exp.
Salary Credit Carryover:	18,372.77	0.00	0.00	Pending Staffing Costs/Changes.
Jurisdiction Projected Contribution		\$253,410.00	\$261,149.00	OFM Pop. 48,600 (4/1/24)
Kittitas County:	100,568.00	113,528.00	\$120,128.54	46.00%
City of Ellensburg:	100,118.00	112,007.00	\$112,555.22	43.10%
City of Cle Elum:	10,823.00	12,164.00	\$12,274.00	4.70%
City of Kittitas:	6,765.00	7,602.00	\$7,834.47	3.00%
City of Roslyn:	4,510.00	5,068.00	\$5,222.98	2.00%
Town of S. Cle Elum:	2,706.00	3,041.00	\$3,133.79	1.20%
TOTAL JURISDICTION REVENUE:	\$225,490.00	\$253,410.00	\$261,149.00	100.00%
Annual Jurisdiction % Increase:	11.0%	11.0%	3.0%	
User Fee=Vehicle Replace (10 yr)	\$4,500.00	\$4,700.00	\$5,000.00	Fee based on #/type providers
Reserve/Accrual Fund				
Wage Survey Adjust or Credit to PJ	18,372.77	6,245.66		Pending Staffing Costs/Changes.
ASHI Training Site	11,932.32	15,110.79		
Public Education (ASHI courses)	2,814.60	4,421.81		
Benefit Accrual Fund	9,000.00	16,000.00		
Office Equip Accrual Fund	1,888.26	2,425.56		
Professional Support (Acct. / Legal)	1,951.70	3,651.70		
User Fee (Capt Equip/MPDD/Special Proj)	27,716.83	29,971.02		
Total Annual Reserves:	\$73,676.48	\$77,826.54		Pending Year-end budget resolution
Participating Jurisdiction Credit:	0.00			

Population percentages derived from the Office of Financial Management, Forecasting Division for April 1, 2024 (posted 7/2024).

The 2025 (1/1-12/31/2025) Office Budget Plan (draft) reviewed by KCEMS & Trauma Care Council-Executive Committee 7-2024).


Lee Hadden, Chairman


Prepared by: Cheryl Burrows, EMS Coordinator



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Modification to Interlocal Agreement (ILA) Between the City of Ellensburg and Kittitas County Flood Control Zone District (KCFCZD).

Submitted by: Jon Morrow, Stormwater Manager

Department: Public Works & Utilities

Suggested Motion/Action:

Approve the ILA modification between the City and Kittitas County Flood Control Zone District as submitted and authorize City Manager to sign.

Background/Summary:

The City and County entered into an Interlocal Agreement with the Kittitas County Flood Control Zone District (KCFCZD) on September 19, 2022, for the purpose of providing funding support for the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project, Kittitas County Resolution No. 2022-176. The ILA was previously extended by mutual agreement to December 31, 2024. An ILA extension is being requested for an additional year to December 31, 2025.

Previous Council Action:

The City Council authorized the original ILA with the KCFCZD and subsequent extensions that followed.

Analysis:

An extension of the ILA will allow for future funding to help construct the levee project off Dolarway. A cultural resource problem has held up the project for one calendar year. This is why the ILA extension is going before the City Council. That cultural resource problem has been rectified with the Department of Archeology and Preservation (DAHP). The project can now go out to bid and be constructed with cultural resource monitoring from the City's archaeological consultant.

Financial Impact:

Funding related to the ILA is incorporated in the 2025 Stormwater budget.

Budget Adjustment: No

Attachments:

1. ILA_Modification_Letter

December 16, 2024

Commissioner Wachsmith
Chairman, Kittitas County Board of Commissioners
205 W 5th Ave Suite #108
Ellensburg, WA 98926

Re: Modification to Interlocal Agreement Between City of Ellensburg and Kittitas County Flood Control Zone District.

Dear Commissioner Wachsmith,

On September 19, 2022 the City of Ellensburg and Kittitas County Flood Control Zone District entered into an Interlocal Agreement for the purpose of providing funding support of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project (Kittitas County Resolution No. 2022-176). Per Term 14 of this agreement, “the provisions of this Agreement may be modified or amended only by written mutual agreement of the parties, executed by personnel authorized to bind each of these parties.” This Interlocal Agreement was previously extended by mutual agreement to December 31, 2024 (Kittitas County Resolution No. 2024-012). We request to extend the ILA for an additional year, which can be executed by my signature and your counter-signature of this letter.

May it be known that the undersigned parties, for good consideration, do hereby agree to extend the Interlocal Agreement from the current term of the agreement which ends on December 31, 2024 to December 31, 2025.

The parties reaffirm no other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this modification.

Signatures:

Heidi Behrends Cerniwey, City Manager
City of Ellensburg

Brett Wachsmith, Chairman
Kittitas County

Date

Date



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Historic Preservation Grant Extension Request
Submitted by: Stacey Henderson, Sr. Planner
Department: City Manager

Suggested Motion/Action:

Move to approve two requests for extension of 2024 City of Ellensburg Historic Preservation Grant funds awarded by City Council to Independent Order of Odd Fellows and Jodi Polak, both to be utilized in 2025.

Background/Summary:

In 2023, Richard Mack on behalf of the IOOF, was awarded the 2024 grant amount of \$11,760; and Jodi Polak, property owner, was awarded the 2024 grant amount of \$1,148.62 as recommended by the Landmarks and Design Commission on October 17, 2023, and approved by City Council on November 20, 2023.

The proposed IOOF project was to repair and repaint several historic wood windows on the Odd Fellows building (built ca. 1911). The building is located at 307 North Pine Street, within the downtown historic district. The applicant has requested an extension, Exhibit A, to utilize the rest of the 2024 Grant funds next year, in 2025. Per the letter provided, the applicant has completed a large amount of the proposed work. They are experiencing delays with finishing the painting due to the weather. The rest of the window trim painting will need to be completed in 2025.

This extension request was brought before the Landmarks and Design Commission on Tuesday, December 3, 2024. After careful review and discussion with the applicant, Landmarks and Design commission unanimously recommended approving the extension request.

Jodi Polak requested funds to offset the cost of replacing the existing single pane storefront windows and door along the front of their building, the Lyons Block, at 300 N. Main Street, in the downtown historic district. The applicant has requested an extension, Exhibit B, to utilize the rest of the 2024 Grant funds next year, in 2025. Per the letter provided, the applicant has completed preliminary project planning, but delays have occurred due to long material lead times, contractor availability, and coordination around tenant events.

This extension request was brought before the Landmarks and Design Commission on Tuesday, November 5, 2024. After careful review and discussion with the applicant, Landmarks and Design commission unanimously recommended approving the extension request.

Previous Council Action:

On November 20, 2023, Council approved the 2024 grant amounts to Richard Mack on behalf of IOOF (\$11,760) and Jodi Polak, property owner (\$1,148.62) as recommended by the Landmarks and Design Commission on October 17, 2023.

Analysis:

The Landmarks and Design Commission supports both projects, as the work goes towards restoring a historic building that contributes valuable character to the downtown historic district. The Landmarks and Design Commission recommended approval of the extension request for Jodi Polak on November 5, 2024, and for IOOF on December 6, 2024, acknowledging that the applicants are actively working towards completing the work.

Financial Impact:

Financial impact to the City will be the original \$11,760, grant awarded to IOOF, being reallocated from the 2024 budget to be used within 2025. Financial impact to the City will be the original \$1,148.62, grant awarded to Jodi Polak, being reallocated from the 2024 budget to be used within 2025.

Budget Adjustment: Yes

Attachments:

1. IOOF Extension Request
2. Polak Extension Request

EXHIBIT A

Stacey Henderson

From: Russ Humphrey <russ@doublejoy.com>
Sent: Friday, November 22, 2024 3:09 PM
To: Stacey Henderson
Subject: [Ext] Re: Follow up About Grant

Importance: High

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

Hi Stacey
Thanks for meeting me today. Here is my response:

Re: 2024 Historical Preservation Grant Agreement dated 9 January 2024

Project status as of 19 November:

Repair broken glass – done 30 April 2024,
Replace putty on East and South windows – done on East windows, 23 September 2024.
Repaint East and South windows – done on East windows, 15 November 2024

Reason for extension request:

The painter ran out of time to finish on the South windows, so this must be postponed until next Spring.

Reason for expansion of scope request:

One surprising note: This project has come in significantly under budget. There are 2 reasons for this. First, the vendor did a terrible job of re-glazing the windows. Most importantly they didn't clean the glass before putting the putty on the window. I complained about this, and they agreed to accept a significantly reduced amount, leaving us with an extra \$1500 . Secondly, the bid for re-painting the windows came in at about \$6500, but the company put us off for months, so I told them I would get the job done using some other company. The replacement painter has invoiced us slightly more than half of the original bid for the work done on the 4 large windows on the East

face, and their invoice also includes re-painting the front door and another small window, so that the whole East face has a fresh coat of paint.

The net of these 2 occurrences comes out to about \$3200.

Expansion of scope request:

We would like to be able to uncover the 4 large windows that are on the alley side of the building, but the most significant issue is that 3 of the 16 large panes of glass are broken and completely gone.

Given that I have priced the panes at about \$600 each, I am hoping to get bids for their replacement not significantly higher than the net windfall.

Attached are photos of the rear (West) face of the lodge. The 3 missing windows are pointed out.

Russ Humphrey
IOOF Lodge 20 Treasurer





Window 2





On Nov 19, 2024, at 3:35 PM, Stacey Henderson <hendersons@ci.ellensburg.wa.us> wrote:

Hello Russ,

Thank you for coming in today. As discussed, if you can please provide me a written explanation of where your 2024 grant project is at (status), what still needs to be done, why you are requesting the extension, and the additional scope of work you would like to add due to the extra funds left over, I can get you on the agenda for December 3.

Please also include a few photographs of the additional windows you would like to include in this grant scope of work.

This can be emailed.

Thank you,

Stacey Henderson M.S.
Senior Planner- Historic Preservation
Community Development
501 N. Anderson Street
Ellensburg, WA 98926
Office: (509) 925-8608
Email: hendersons@ci.ellensburg.wa.us

EXHIBIT B

Stacey Henderson

From: Jodi Polak <Jodi@realworks.us>
Sent: Thursday, October 17, 2024 10:56 AM
To: Stacey Henderson
Subject: Re: [Ext] Re: 2024 Grant Check-In

Follow Up Flag: Follow up
Flag Status: Flagged

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

Hi Stacey,

We are still in the process of scheduling the storefront door installation due to long material lead times, contractor availability, and coordinating around tenant events, and would like to request an extension of the timeline to use our 2024 Grant funds to allow flexibility if the installation isn't completed before the end of the year, though this is still our goal.

Thank you,
Jodi

Jodi Polak,
509-304-8209

On Wed, Oct 16, 2024 at 5:29 PM Stacey Henderson <hendersons@ci.ellensburg.wa.us> wrote:

No- we just need a written request explaining what still needs to be done/ why you need the extension.

Thank you,

Stacey Henderson M.S.

Senior Planner- Historic Preservation

Community Development

501 N. Anderson Street

Ellensburg, WA 98926

Office: (509) 925-8608

Email: hendersons@ci.ellensburg.wa.us



From: Jodi Polak <Jodi@realworks.us>
Sent: Wednesday, October 16, 2024 11:11 AM
To: Stacey Henderson <hendersons@ci.ellensburg.wa.us>
Subject: Re: [Ext] Re: 2024 Grant Check-In

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

Okay, we should request an extension then. Is there paperwork that you need from us?

Thank you,

Jodi

On Wed, Oct 16, 2024 at 10:10 AM Stacey Henderson <hendersons@ci.ellensburg.wa.us> wrote:

Hi Jodi,

We would need to know as soon as possible, so that we can get it on an LDC agenda, because then it still has to go to council before the end of the year.

Thank you,

Stacey Henderson M.S.

Senior Planner- Historic Preservation

Community Development

501 N. Anderson Street

Ellensburg, WA 98926

Office: (509) 925-8608

Email: hendersons@ci.ellensburg.wa.us



From: Jodi Polak <Jodi@realworks.us>

Sent: Wednesday, October 16, 2024 9:59 AM

To: Stacey Henderson <hendersons@ci.ellensburg.wa.us>

Subject: [Ext] Re: 2024 Grant Check-In

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

Good Morning, Stacey,

We have not yet completed this project. We are still hoping to complete it this year. When is the deadline for extension, if we need to request one?

Thank you,

Jodi

On Fri, Oct 11, 2024 at 10:04 AM Stacey Henderson <hendersons@ci.ellensburg.wa.us> wrote:

Hi Jodi!

I apologize if this was already taken care of, I am taking over the grant paperwork, and I'm trying to check in to see where the 2024 grants are at? Is your 2024 grant project still in progress? Complete? Do you still need to be reimbursed? If it is complete, I want to make sure we get a final report to include into the paperwork.

Thank you,

Stacey Henderson M.S.

Senior Planner- Historic Preservation

Community Development

501 N. Anderson Street

Ellensburg, WA 98926

Office: (509) 925-8608

Email: hendersons@ci.ellensburg.wa.us





Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorize City Manager's Signature on a Memorandum of Understanding (MOU) with OPEIU for 2025 VEBA Contributions

Submitted by: Lisa Young, HR Director

Department: Human Resources

Suggested Motion/Action:

Authorize City Manager's signature on a Memorandum of Understanding (MOU) with OPEIU to implement VEBA contributions for 2025.

Background/Summary:

On December 2, 2024, Council approved Resolution 2024-32 to implement special VEBA contributions for 2025 for non-represented employees and for employees who are covered by the Collective Bargaining Agreement with OPEIU Local 8.

A Memorandum of Understanding (MOU) has been approved by OPEIU and is now ready for City Council approval.

Previous Council Action:

Approval of Resolution 2024-32 Special VEBA Contribution at the December 2, 2024 meeting.

Analysis:

On December 2, 2024, Council approved Resolution 2024-32 to implement special VEBA contributions for 2025 for non-represented employees and for employees who are covered by the Collective Bargaining Agreement (CBA) with OPEIU Local 8.

The special VEBA contributions are intended to help with any extra expense employees may incur as a result of the City's transition from a self-funded health plan to health plans offered through the Association of Washington Cities (AWC).

The City submitted a MOU to OPEIU on November 13, 2024, to provide the special VEBA contribution to employees covered by the CBA; however, the City did not receive an affirmative response prior to the December 2 Council meeting; therefore, Resolution 2024-32 included employees covered by the OPEIU CBA to avoid delay in implementation.

The MOU has been received from OPEIU, and is now ready for City Council approval and City Manager's signature.

Financial Impact:

The financial impact was included in the approved 2025/2026 Biennial Budget, so no further adjustments are needed.

General Fund Subtotal: \$48,000 (significantly reallocated to other funds)

Grant Total for All Funds: \$105,600

Budget Adjustment: No

Attachments:

1. MOU - OPEIU-City - 2025 HRA Contribution - for 12.16.2024

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF ELLENSBURG
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

This memorandum of understanding (MOU) is entered into by and between the City of Ellensburg ("Employer") and the Office and Professional Employees International Union, Local 8 ("Union"), with regard to the Collective Bargaining Agreement (CBA) between the parties for the period of January 1, 2023 through December 31, 2025.

WHEREAS, the Employer has determined it is in the best interest of the City and the employees to move from an individual self-funded health plan to the Association of Washington Cities (AWC) Employee Benefit Trust to achieve plan rate stability; and

WHEREAS, an increase in medical and prescription claim costs have resulted in double-digit medical premium increases for several years; and

WHEREAS, the Employer selected AWC plans that most closely align with the City's 2024 health plan coverage; and

WHEREAS, the Asuris 250 plan offered by the AWC has the same deductible as the current 2024 health plan coverage; however, the individual out-of-pocket maximum is \$1,000 more and the prescription co-pays are higher at each tier; and

WHEREAS, based on an analysis of the 2023 and 2024 out-of-pocket dollars spent by Union employees and their families, less than 10% have met their current \$2,000 out-of-pocket maximum, indicating that moving to a \$3,000 out-of-pocket maximum will have minimal impact; and

WHEREAS, based on an analysis of the current prescription activity (for all covered employees, de-identified) the change in pharmacy tiers will have some impact at each tier, with the highest dollar value impact being at the Preferred/Retail tier, affecting less than 20 employees; and

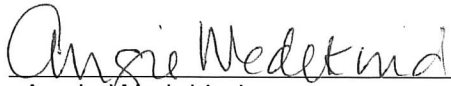
WHEREAS, on average, employees covered by this Agreement will save \$47 per month in premiums for the AWC plans if they enroll the same number of dependents and select Delta Dental;

NOW, THEREFORE, the Union and Employer agree as follows:

1. For January 1 through December 31, 2025, the Employer will contribute \$50 per month (\$25 per pay period) to an HRA VEBA account for each benefit-eligible employee covered by this Agreement.
2. Employees will have access to their HRA VEBA account to pay for out-of-pocket qualified expenses during 2025, and until their balance is depleted.
3. This MOU shall expire on December 31, 2025.
4. Nothing in this MOU shall be construed as modifying any other terms of the CBA between the parties, except as specifically provided in this MOU. This agreement is entered into pursuant to Chapter 41.56 RCW.

OPEIU Local 8

The City of Ellensburg



Angie Wedekind
Union Representative

Heidi Behrends Cerniwey
City Manager

11/15/2024
Date

Date

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: 2024.12.10 08:11:46 -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 **16TH DAY OF DECEMBER 2024**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	168309	TO	168455	\$ 1,121,931.11
EFT #'s	7170	TO	7185	\$ 171,190.10
Treasure Cash				Total Amounts
EFT #'s	859	TO	883	\$ 3,109,514.46
Check #'s	34231	TO	34240	\$ 1,799.84
Payroll Fund				Total Amounts
Check #'s	96324	TO	96329	\$ 9,227.42
Direct Deposits	82851	TO	83095	\$ 488,410.10

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	LEOFF Board	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Utility Advisory Committee
MEMBERS	7	7	3	9	7	7	7	5	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	Y	N	Y	Y	N	Y
Current Members within City Limits	4	5	3	9	4	6	6	2	6	3	4	6	4	5
Current Members Outside City Limits	1	2	0	0	3	0	1	1	0	4	0	0	0	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	2	0	1	0	0	2 1-EHS	0	1	1	4	3	1	1	1 (Tele)
APPLICANTS:														
Peter Stone	Re-appt													
Sarah Bedsaul	Re-appt													
Richard Searle			Re-appt											
Steve Townsend										Re-appt				
Carmen Wiggins										Re-appt				
Lacie Dawson										Re-appt				



TO: City Council
FROM: Affordable Housing Commission
DATE: December 16, 2024 – Council Meeting

RE: Recommendation of Reappointment

Peter Stone applied for reappointment to the Affordable Housing Commission. Peter has experience with green multifamily development and housing development financing and has been an asset to the Commission since his appointment in January 2024.

The Affordable Housing Commission subcommittee consisting of Commissioners Dan Witkowski and Courtney Garzone and Housing & Grants Administrator Lily Frey conducted the interview of the applicant for the seat and recommend reappointment.

Peter, if reappointed, will fill a full three-year term that expires December 31, 2027. Based on the interview and his experience relevant to local housing challenges, the subcommittee is recommending that the City Council reappoint Peter Stone to the Affordable Housing Commission for a full term.

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Wednesday, November 13, 2024 11:36:45 PM

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

Application for Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission	Affordable Housing Commission
-----------------------------	-------------------------------

Current Term Expires	December 31 of current year
----------------------	-----------------------------

First Name of Member	Peter
----------------------	-------

Last Name of Member	Stone
---------------------	-------

Address 1	
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Address 2	<i>Field not completed.</i>
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City	Ellensburg
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State	WA
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Zip	98926
-----	-------

Phone Number	
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Email Address	
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I am requesting to be considered for reappointment for another ____ year term.	2
--	---

Why are you seeking reappointment?	
------------------------------------	--

I believe in the importance of the work of this commission. I'd like to continue to provide my perspective on helping the city provide not just affordable but durable, resilient and supportive housing for those in need.

Type your name as
your electronic
signature

Peter Stone

Date

11/13/2024

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



TO: City Council
FROM: Affordable Housing Commission
DATE: December 16, 2024 – Council Meeting

RE: Recommendation of Reappointment

Sarah Bedsaul applied for reappointment to the Affordable Housing Commission. Sarah has supported the City's efforts on affordable housing since the Ad Hoc Affordable Housing Committee, which preceded the current Commission and provides continuity, institutional knowledge and leadership, as well as her real estate and home inspector experience to the Commission. Commissioners raised the importance of her continued service in their December 4th meeting and recognized her leadership on this topic.

The Affordable Housing Commission subcommittee consisting of Commissioners Dan Witkowski and Courtney Garzone and Housing & Grants Administrator Lily Frey conducted the interview of the applicant for the seat and recommend reappointment.

Sarah, if reappointed, would serve a three-year term that expires December 31, 2027. Based on the interview and her continued leadership on local housing challenges, the subcommittee is recommending that the City Council reappoint Sarah Bedsaul to the Affordable Housing Commission for a full term.

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Monday, December 2, 2024 1:30:38 PM

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

Application for Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission Affordable Housing Commission

Current Term Expires December 31 of current year

First Name of Member Sarah

Last Name of Member Bedsaul

Address 1

Address 2

City Ellensburg

State WA

Zip 98926

Phone Number

Email Address

I am requesting to be considered for reappointment for another ____ year term. 3

Why are you seeking reappointment? To stay on with the projects that are currently being completed.

Type your name as Sarah Bedsaul

your electronic
signature

Date

12/2/2024

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



TO: City Council
FROM: Civil Service Commission
DATE: December 16, 2024 – Council Meeting Date
RE: Recommendation of Appointment

Richard Searle submitted an Application for Reappointment to the Civil Service Commission. There were no other applications for appointment received.

Based on the experience Mr. Searle has from his current service on the Civil Service Commission, it is recommended that he be reappointed to serve another term on the Civil Service Commission.

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Thursday, November 21, 2024 8:15:24 PM

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Application for Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission Civil Service Commission

Current Term Expires December 31 of current year

First Name of Member Richard

Last Name of Member Searle

Address 1

Address 2

City Ellensburg

State Washington

Zip 98926

Phone Number

Email Address

I am requesting to be considered for reappointment for another ____ year term. 6

Why are you seeking reappointment?

I've been in law enforcement for many years. I started out with the Moses Lake Police Department in the early 70's and approximately 16 years with the Ellensburg Police Department as patrol officer on the Ellensburg Police Reserve Department. I

made it to the rank of sergeant and I worked with many officers and chiefs. I really enjoyed working with the police department and protecting my community.

Type your name as
your electronic
signature

Richard Searle

Date

11/21/2024

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



TO: City Council
FROM: Lodging Tax Advisory Committee
DATE: December 16, 2024—Council Meeting

RE: Recommendation of Reappointment

Committee members Steve Townsend, Lacie Dawson, and Carmen Wiggins applied for reappointment to the Lodging Tax Advisory Committee, respectively. All have lent their knowledge and experience to the committee and are committed to continuing to serve in their role on the Lodging Tax Advisory Committee for another term.

The Lodging Tax Advisory Committee reappointment recruitment subcommittee consists of the Committee Chair, Sarah Beauchamp and staff liaison, Kelle Vandenberg.

If reappointed, committee members terms will be from January 1, 2025, through December 31, 2027. Based on the respective interviews and the applicants experience relevant to the Lodging Tax Advisory Committee, the subcommittee is recommending that the City Council reappoint Steve Townsend, Lacie Dawson, and Carmen Wiggins to the City of Ellensburg Lodging Tax Advisory Committee.

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Wednesday, November 13, 2024 4:37:04 PM

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

Application for Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission	Lodging Tax Advisory Committee
-----------------------------	--------------------------------

Current Term Expires	December 31 of current year
----------------------	-----------------------------

First Name of Member	Steve
----------------------	-------

Last Name of Member	Townsend
---------------------	----------

Address 1	
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Address 2	<i>Field not completed.</i>
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City	Ellensburg
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State	WA
-------	----

Zip	98926
-----	-------

Phone Number	
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Email Address	
---------------	--

I am requesting to be considered for reappointment for another ____ year term.	3
--	---

Why are you seeking reappointment?	
------------------------------------	--

As a partner in Hotel Windrow, the distribution of lodging tax funds is important to me, not only as a member of the hospitality industry, but also a member of the community. Tourism is an economic driver in the County and has a great deal of potential

for the future. I feel that my continued involvement in the LTAC will support the goals for tourism in Kittitas County. I have served on the LTAC for two terms and look forward to the opportunity to continue to another term.

Type your name as
your electronic
signature

Steve Townsend

Date

11/13/2024

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

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Monday, October 21, 2024 9:53:49 AM

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

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Lodging Tax Advisory Committee

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

Yes

Name of Applicant: CARMEN A WIGGINS

Address

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

City Ellensburg

State wa

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 2 yrs

Do you live within the city limits? Yes

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

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

Occupation Status and Background:	General manager for Icon Inn, General manager at I90 grill & I90 EATS. GM Vantage Rentals. Owner at Sassafrass
-----------------------------------	--

Organization Affiliations:	LTAC committee member 2024 to present
----------------------------	---------------------------------------

Why are you seeking appointment?	To continue service to Ellensburg and Kittitas co
----------------------------------	---

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

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

Boards & Commissions	Arts Commission
----------------------	-----------------

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

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

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Wednesday, November 13, 2024 2:28:52 PM

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

Application for Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission	Lodging Tax Advisory Committee
-----------------------------	--------------------------------

Current Term Expires	December 31 of current year
----------------------	-----------------------------

First Name of Member	Lacie
----------------------	-------

Last Name of Member	Dawson
---------------------	--------

Address 1	
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Address 2	<i>Field not completed.</i>
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City	Ellensburg
------	------------

State	Washington
-------	------------

Zip	98926
-----	-------

Phone Number	
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Email Address	
---------------	--

I am requesting to be considered for reappointment for another ____ year term.	2
--	---

Why are you seeking reappointment?	
------------------------------------	--

I've enjoyed the work this group does and feel it is an integral part of what makes our community special. Working at the Kittitas Valley Event Center, we host nearly 1,000 events per year, many of which have applied for grants through the

committee. In addition to hosting events, we also put on the Kittitas County Fair and Patriot Night Under the Lights. We also offer camping so we serve as both a receiver as well as a participant in the lodging industry. I feel that I offer a unique perspective that I hope adds to the group.

Thank you for your consideration,

Lacie Dawson
Program Manager
Kittitas Valley Event Center

Type your name as your electronic signature	Lacie Dawson
Date	11/13/2024

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



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Second Reading and Adoption of Ordinance 4951 Amending Ellensburg City Code Title 15 Land Development Code (Public Comment Opportunity)

Submitted by: Dan Carlson, Community Development Director

Department: Community Development

Suggested Motion/Action:
Move to conduct Second Reading and Adoption of Ordinance 4951 amending the Ellensburg City Code Title 15, Land Development Code.

Background/Summary:
The City of Ellensburg is initiating a land development code amendment cycle pursuant to ECC 15.250.100. Amendments to the Land Development Code require a Type V process which includes a recommendation from the Planning Commission to the City Council on the proposed amendments. The proposed amendments include an update to Ellensburg City Code (ECC) 15.130.160, Chapters 15.210, and 15.220 in order to comply with Washington State Senate Bill (SB) 5290 and updates to ECC 15.130.110 and Chapter 15.630 for compliance with the Federal Emergency Management Agency's (FEMA) Community Assistance Visit (CAV).

Permit Review Timelines (SB 5290)
In 2023, the Washington State Legislature amended the required timelines for cities to issue a final decision on land use applications. SB 5290 sets the following required timelines:

- Final decisions for project permits that do not require public notice must be issued within 65 days of the determination of completeness.
- Final decisions for project permits that require a public notice but no public hearing must be issued within 100 days of the determination of completeness.
- Final decisions for project permits that require public notice and a public hearing must be issued within 170 days of the determination of completeness.

In addition, SB 5290 requires jurisdictions to refund up to 20% of application review fees if timelines are not met and requires annual reporting.

Frequently Flooded Areas (FEMA Community Assistance Visit)
On April 10, 2024, Washington State Department of Ecology staff conducted a National Flood Insurance Program (NFIP) Community Assistance Visit (CAV) for the City of Ellensburg. As the state NFIP coordinating agency, the Department of Ecology regularly performs CAVs for participating communities in the NFIP. The primary purpose of the CAV is

to provide an assessment of the community procedures for administering and enforcing the local floodplain management program. The CAV included a floodplain tour, review of the community's floodplain management procedures, meeting with local officials, review of local permitting process, an examination of floodplain permit, variance, and subdivision files, and a summary of information gathered and issued identified. As part of the CAV, Ecology staff reviewed the City's floodplain management ordinance, ECC Chapter 15.630, and identified sections that require minor revisions.

Staff prepared the attached amendments to the Land Development Code to comply with SB 5290 and to address the CAV comments from Ecology. On November 14, 2024, staff presented these amendments to the Planning Commission at a public hearing. At the conclusion of the hearing, the Planning Commission recommended approval of the amendments as presented by a unanimous vote.

Previous Council Action:

City Council conducted a public hearing on December 2, 2024 and approved first reading of Ordinance 4951.

Analysis:

According to ECC 15.250.100(C), the Council may approve Land Development Code amendments if:

1. The amendment is in accordance with the comprehensive plan;
2. The amendment will not adversely affect the public health, safety or general welfare;
3. The amendment is not contrary to the best interest of the citizens and property owners of the city.

The proposed amendments are consistent with the Goals and Policies of the Environment Chapter of the Comprehensive Plan, as well as SB 5290. The amendments would assure development review timelines and prevent loss from flooding. Therefore, the amendments would not adversely affect public health, safety and general welfare, and they are not contrary to the best interests of the City. Therefore, staff finds that these criteria have been met.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Ordinance 4951 Second Reading

ORDINANCE NO. 4951

AN ORDINANCE RELATING TO THE CITY OF ELLENSBURG LAND DEVELOPMENT CODE, TITLE 15; AMENDING CHAPTER 15.130 “DEFINITIONS”; AMENDING CHAPTER 15.210 “PERMIT REVIEW PROCESS TYPES”; AMENDING CHAPTER 15.220 “PERMIT REVIEW PROCEDURES”, AND AMENDING CHAPTER 15.630 “FREQUENTLY FLOODED AREAS”.

WHEREAS, in 2023, the Washington State Legislature passed Senate Bill 5290 (SB 5290), as codified in chapters 36.70B, RCW, which amended the required timelines for cities like Ellensburg to issue final decisions on land use applications, requires partial refund of review fees when timelines are not met, and requires annual reporting of permit processing timelines; and

WHEREAS, Washington State Department of Ecology, as the State FEMA National Flood Insurance Program (NFIP) coordinating agency, performed a Community Assistance Visit (CAV) on April 10, 2024, and identified minor necessary revisions to the City’s Floodplain Management Ordinance; and

WHEREAS, City staff prepared proposed Land Development Code amendments addressing SB 5290 and revisions to the Floodplain Management Ordinance required by the CAV; and

WHEREAS, proposed amendments to the Ellensburg City Code were issued a State Environmental Policy Act (“SEPA”) Determination of Non-Significance on October 10, 2024; and

WHEREAS, pursuant to RCW 36.70A.106, notice of the City’s intent to amend the Land Development Code was sent to the Washington State Department of Commerce on October 10, 2024; and

WHEREAS, the required Washington State Department of Commerce 60-day notice period concludes on December 9, 2024; and

WHEREAS, the proposed Land Development Code amendments were reviewed by the Planning Commission in a public hearing on November 14, 2024, and the Planning Commission recommended City Council adoption of the amendments included herein; and

WHEREAS, the City Council held a duly noticed public hearing on the matter of adopting the proposed Land Development Code amendments at a regular meeting on December 2, 2024, and approved the proposed amendments;

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

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council and are by this reference incorporated herein as if set forth in their entirety.

Section 2. Section 15.130.010 of the Ellensburg City Code, as last amended by Ordinance 4878, is hereby amended to read as follows:

15.130.010 - A definitions.

Accent lighting means any luminaire that emphasizes a particular object or draws attention to a particular area for aesthetic purposes.

Accessory building means a subordinate building that is physically detached from the main building, the use of which is incidental and related to that of the main building use on the same lot. See ECC 15.320.110 for related standards.

Accessory dwelling unit means a self-contained residential unit that is accessory to a single-family dwelling on a lot and may be added to, created within, or detached from the primary single-family dwelling unit. An accessory dwelling unit has its own bathroom, kitchen facilities, living and sleeping areas, though it can share other features with the single-family dwelling including the yard, parking, or storage. See ECC 15.540.040 for special ADU design provisions.

Accessory structure means a structure which is incidental and subordinate to the principal building and shall not be used as a dwelling or accessory dwelling. Accessory structures must be on the same property as the building or use to which they are accessory. Examples of accessory structures may include fences, enclosed stair landings, storage sheds, and similar structures. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Accessory use means on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure. See ECC 15.310.030 for special accessory use provisions.

Administrative decision means any decision made by the decision-maker. This includes decisions on code interpretation related to permit applications, and decisions as to whether or not permit applications meet the standards for any project that requires a decision.

Adult family home means a residential home in which a person or persons provide personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

Affordable housing unit means, for the purpose of ECC 15.330.020, housing reserved for occupancy by eligible households and affordable to households with annual incomes below 80 percent of the regional median income, adjusted for household size, and no more than 30 percent of the monthly household income is paid for monthly housing expenses. Housing expenses for ownership housing include mortgage, property taxes, property insurance, and homeowner dues. Housing expenses for rental housing include rent and appropriate utility allowance.

Agriculture means the use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, finfish in upland hatcheries, and

accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment, but excluding stockyards, slaughtering or commercial food processing.

Airport means, for the purpose of chapter 15.350 ECC, the Kittitas County Airport (Bowers Field).

Airport elevation means, for the purpose of chapter 15.350 ECC, 1,766 feet above mean sea level.

Airport overlay zone, as established in chapter 15.350 ECC, shall include the runway protection zone, inner safety zone, inner turning zone, outer safety zone, sideline zone, and the airport operation zone as depicted on Map "B," "Safety Zones" and numbered Zones 1 through 6, respectively, and shall also encompass the area identified within 14 CFR Federal Aviation Regulation (FAR), Part 77, as amended and depicted on Map "A," "Part 77."

Airport surface means, for the purpose of chapter 15.350 ECC, a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface along the same slope as the approach zone height limitation slope set forth in ECC 15.350.030. The perimeter of the approach surface coincides with the perimeter of the approach zone.

Alley means a thoroughfare which has been dedicated or deeded to the public for public use and which affords a secondary means of access to abutting property in most cases.

Alter or *alteration*, for purposes of the LDC, means any construction or remodeling which modifies all or part of the exterior appearance of a building, structure, or site, including but not limited to addition, removal, or replacement of architectural features; redesign of building components; change or substitution of existing materials; change of paint color; and site improvements. For purposes of chapter 15.240 ECC, nonconformance, "alter" or "alteration" shall be as defined in chapter 15.240 ECC. For purposes of ECC title 3, buildings and fire, "alter" or "alteration" shall be as defined in the International Building Code and International Residential Code.

Alteration means any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

Alteration of watercourse means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

Apartment means any building containing three or more dwelling units.

Appeal, closed record. A "closed record appeal" means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing decision on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed. The appeal may be granted or granted with modifications if the appellant proves that the decision of the decision-making body is not supported by a preponderance of the evidence or is clearly

erroneous. In all other cases, the appeal shall be denied. In the appeal consideration, substantial weight shall be accorded to the decision-maker's decision.

Appeal, open record. An "open record appeal" means an administrative appeal of a Type I or II decision that creates the city's record through testimony and submission of evidence and information under procedures prescribed by the city by ordinance or resolution. An open record appeal hearing may be held only if there has been no open record pre-decision hearing held on the project permit application.

Applicant means any person, firm or corporation, other entity or authorized representative undertaking an application for a development proposal, permit, or approval.

Approach, transitional, horizontal, and conical zones, for the purpose of chapter 15.350 ECC, are set forth and defined in ECC 15.350.030.

Area of shallow flooding means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on flood insurance rate maps always includes the letters A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). Definitions of each zone are established by the Federal Emergency Management Agency (FEMA). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard."

Articulation means the giving of emphasis to architectural elements (like windows, balconies, entries, etc.) that create a complimentary pattern or rhythm, dividing the large buildings into smaller identifiable pieces.

Arts commission means the city arts commission created in Chapter 1.33 ECC.

ASCE 24 means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.

Average gross floor area means the gross floor area of a building divided by the number of floors.

Awning means a covering structure constructed of canvas, cloth, or other flexible material projecting horizontally from and attached to a building.

(Ord. 4878 § 2, 2021; Ord. 4807 § 2, 2018; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 3. Section 15.210.010 of the Ellensburg City Code, as last amended by Ordinance 4769, is hereby amended to read as follows:

15.210.010 – Classification of permit review process types.

- A. Decisions on applications shall be classified as Type I, II, III, IV, or V, based on the amount of discretion exercised by the decision-maker, the level of impact associated with the decision, the amount and type of input sought, and the type of appeal opportunity available. The procedures for the five different permit review process types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made, and whether an administrative appeal process is provided. The types of decisions are set forth in ECC 15.210.030 and the requirements for each type are set forth in ECC 15.210.040.
- B. Exclusions. The following permits are excluded from the permit review requirements of this division and from RCW 36.70B.060 through 36.70B.080 and 36.70B.110 through 36.70B.130, and the review processes for these excluded permits are governed instead by the individual permit review process established for each:
1. Ellensburg landmarks register designations pursuant to chapter 15.280 ECC;
 2. Historic preservation special valuation decisions pursuant to chapter 15.280 ECC;
 3. Sidewalk use permits pursuant to ECC 4.14.170;
 4. Adult entertainment licenses pursuant to chapter 6.72 ECC;
 5. Regional retail commercial master site plan applications pursuant to chapter 15.390 ECC; and
 6. Development agreements pursuant to RCW 36.70B.200 and chapter 15.380 ECC.
 7. Interior alterations that do not result in any of the following:
 - a. Additional sleeping quarters or bedrooms
 - b. Nonconformity with federal emergency management agency substantial improvement thresholds
 - c. Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

(Ord. 4769 § 6, 2017; Ord. 4656 § 1 (Exh. O2), 2013)

Section 4. Section 15.210.040 of the Ellensburg City Code, as last amended by Ordinance 4935, is hereby amended to read as follows:

15.210.040 – Permit review process types – Decision making, procedures and notice requirements.

A. *Decision-making and appeal process.* Table 15.210.040(A) sets out the permit review decision-making and appeal processes for the permit review process types.

Table 15.210.040(A)
Decision-Making and Appeal Process for Permit Review Process Type

	Type I	Type II	Type III	Type IV	Type V
Final decision made by:	Director or designated decision-maker (see ECC 15.210.050(A))	Director or designated decision-maker (see ECC 15.210.050(B))	Designated decision-maker (see ECC 15.210.050(C))	Designated decision-maker (see ECC 15.210.050(D))	City council
Recommendation made by:	NA	NA	Designated body	Designated body	Planning commission
Open record predecision public hearing	No	No Except that landmarks and design commission holds an open record public hearing (see chapter 15.280 ECC)	Yes	Yes	Yes Multiple open record predecision hearings can be held
Open record appeal public hearing	Yes	Yes, except for landmarks and design commission decisions which have a closed record appeal	No	No	No
Closed record appeal hearing	No	No, except for landmarks and design commission decisions which are appealed to the hearings examiner	Yes	No	No

	Type I	Type II	Type III	Type IV	Type V
Appeal to:	Superior court	Hearing examiner except director decisions on departures are appealed to city council	Hearing examiner or city council	Superior court	Superior court or to the growth management hearings board if GMA action
Judicial appeal (see ECC 15.230.100)	Yes	Yes	Yes	Yes	Yes

B. *Procedures.* Table 15.210.040(B) sets out the permit review procedures for the five permit review process types.

Table 15.210.040(B)
Procedures for Permit Review Process Types

	Type I	Type II	Type III	Type IV	Type V
Preapplication meeting (see ECC 15.220.010)	No	No ¹	Yes	Yes	No
Notice of complete application (see ECC 15.220.030)	No	Yes	Yes	Yes	No
Notice of application (see ECC 15.220.040)	No	Yes	Yes	Yes	No
SEPA determination (see chapter 15.270 ECC)	No	Yes if applicable	Yes if applicable	Yes	Yes if applicable
Notice of hearing (see ECC 15.230.020)	No	No	Yes	Yes	Yes

	Type I	Type II	Type III	Type IV	Type V
Notice of decision (see ECC 15.220.080)	Yes	Yes	Yes	Yes	Yes
120-day Review period (see ECC 15.220.070)	No ² <u>65 days</u>	Yes <u>100 days</u>	Yes <u>120 days</u>	Yes <u>120 days</u>	No

Notes/conditions:

1. A preapplication meeting shall be required for all major design review projects and short subdivisions as set forth in ECC 15.250.030.
2. Short subdivisions have a 60-calendar-day deadline for issuance (after determination of complete application). A final subdivision must issue in 30 calendar days and a preliminary subdivision must issue in 90 calendar days (after determination of complete application). See RCW 58.17.140 and ECC 15.260.060 and 15.260.120.
3. Permit review periods for Type I applications are calculated from the date of application submittal.

C. *Notice requirements.* Table 15.210.040(C) sets out the notice requirements for the five permit review process types.

Table 15.210.040(C)
Notice Requirements for All permit Application Types, Unless Otherwise Stated.
See chapter 15.220 ECC.

	Send to property owners within 300'	Public notice (see ECC 15.220.040)	Post property (see ECC 15.220.050)	Send to agencies	Send to applicant
Notice of completeness (see ECC <u>15.220.040</u>)					X
Notice of application (see	X	X, except for Type I permits	X, except for Type I and II permits	X	X

	Send to property owners within 300'	Public notice (see ECC 15.22 0.040)	Post property (see ECC 15.220.0 50)	Send to agencies	Send to applicant
ECC 15.220.0 40)					
SEPA determination (see chapter 15.270 ECC)		X	X	X	X
Notice of open record predecision hearing or meeting, if applicable	X	X	X for site-specific proposals		X
Notice of decision (see ECC 15.220.0 80)		X	X, except for Type I and II permits		X
Notice of appeal hearing, if applicable	X	X			X

(Ord. No. 4935, § 3, 12-18-2023; Ord. 4807 § 16, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 5. Section 15.220.020 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.220.020 – Application.

A. *Who may apply.* An application may be submitted by:

1. The property owner or any agent of the property owner with written authorization of agency to submit the application for the property owner for any Type I, II, III or IV permit. The city council, planning commission, or city staff may initiate a Type V

application except for comprehensive plan amendments which are governed by ECC 15.250.090.

2. Each applicant submitting a project permit to the city shall designate a single person or entity to receive determinations and notices under this title. The applicant shall include the name, current address and current telephone number of the designated person or entity. The applicant shall be responsible for immediately notifying the city of any change of name, address or telephone number of the designated person or entity.

B. Submittal requirements.

1. The director shall prepare written submittal requirements for each type of permit application, including type, detail, and number of copies to be submitted for an application to be deemed complete. The director may waive specific submittal requirements determined to be unnecessary for review of an application. The director may require additional material such as maps, studies, or models when the director determines such material is needed to adequately assess the proposed project. Applicants may obtain application materials from the community development department.
2. In addition to the submittal requirements and conditions set forth above, the following project permit applications require specific submittal materials that are set forth in the identified LDC sections:
 - a. Short subdivision, preliminary subdivision, and binding site plan submittal requirements are set forth in chapter 15.260 ECC;
 - b. Certificate of appropriateness application requirements are set forth in chapter 15.280 ECC;
 - c. Regional retail commercial master site plan application requirements are set forth in chapter 15.390 ECC; and
 - d. Critical area determinations are set forth in division VI.
3. Eighty percent of all application fees are due at the time of application submittal. The remaining twenty percent is due prior to permit issuance. In the event the Department does not issue a decision within the time limits established in ECC 15.210.040(B), the remaining twenty percent of the permit fees shall be reduced by the following amounts:
 - a. Ten percent of the full permit fee if the decision was delayed no more than ten percent of the overall processing timeline.
 - b. Twenty percent of the full permit fee if the decision was delayed more than twenty percent of the overall processing timeline.

Example

A Type III process has a maximum processing timeline of 120 days from the date of notice of complete application. If the Department processes a Type III application and issues the decision between 121 and 132 days, the applicant's

complete permit payment will be reduced by ten percent. If the Department issues a determination beyond 144 days, the applicant would receive a twenty percent reduction in the permitting fee.

- c. The timelines established in ECC 15.210.040(B) do not include:
 - i. Circumstances in which an applicant and the Department agree in writing upon an extension to the processing timeline.
 - ii. Any time in which the Department is waiting on the applicant to submit information necessary for application processing, which has been requested by the Department in writing.
 - iii. Any exception noted in ECC 15.220.070 or otherwise expressed in Chapter 15.220.

(Ord. 4807 § 19, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 6. Section 15.220.070 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.220.070 – Permit processing time limits.

- A. Decisions on Type I permits ~~should~~ shall be issued within ~~30~~ 65 calendar days from the date of ~~issuance of a determination that the application is complete~~ submittal and, in the event that the decision will take longer than ~~30~~ 65 calendar days, the applicant shall be notified and provided with a reason for the delay and an estimate of the time frame in which the decision will be made. Decisions on Type II project permits shall be made within 100 calendar days from the date of issuance of a determination that the application is complete. Decisions on Type II, III, or IV project permits shall be made within 120 calendar days from the date of issuance of a determination that the application is complete. Exceptions to this 120-calendar-day time limit are:
 - 1. Substantial project revisions are made or requested by an applicant, in which case the 120 calendar days will be calculated from the time that the city determines the revised application to be complete;
 - 2. The time required to prepare a critical area report pursuant to division VI (if applicable) and the time required to issue a draft and final environmental impact statement (EIS) in accordance with the State Environmental Policy Act (if applicable);
 - 3. Any period for administrative appeals of project permits;
 - 4. Landmarks and design commission certificates of appropriateness must be issued within 30 calendar days of the application being deemed complete, unless the COA involves another permit application review process, in which case the permit processing time limits are governed by that other permit application review process, or unless the COA is for a demolition in which case the time limits set forth in ECC [15.280.090](#) shall apply;
 - 5. Amendments to the comprehensive plan or LDC for which the schedule for adoption is established legislatively;

6. Short subdivisions, preliminary and final subdivisions, and binding site plans which are governed by the processing time limits set forth in chapter 15.260 ECC; or
7. Development agreements (see chapter 15.380 ECC and RCW 36.70B.200).
8. Any written notice from the Department requesting additional information shall include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. "Nonresponsiveness" means that the applicant is not making demonstrable progress on providing additional requested information to the Department, or that there is no ongoing communication from the applicant to the Department on the applicant's ability or willingness to provide the additional information.

B. The time limits set for Type I, II, III, or IV projects do not include:

1. Any period of time during which the applicant has been requested in writing by the department to correct plans, perform studies, including critical area reports pursuant to division VI, or provide additional information. This period of time shall be calculated from the date the department notifies the applicant of the need for such additional information, studies or reports, until the date the department determines that the additional information satisfies the request for such information or 14 calendar days after the date the information has been provided to the department, whichever is earlier.
2. If the department determines that the additional information submitted to the department by the applicant under subsection (B)(1) of this section is insufficient, the department shall notify the applicant of the deficiencies in writing within 14 calendar days from the date the information was provided to the department, and the procedures provided in subsection (B)(1) of this section shall apply as if a new request has been made.

C. If the department is unable to issue its final decision on a project permit application within the time limits provided for in this section, it shall notify the applicant of that inability to issue the final decision within the prescribed time limits. Such notice shall include a statement of the reasons why the time limit has not been met and an estimated date for issuance of the notice of decision.

(Ord. 4807 § 23, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 7. Chapter 15.220 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to add a new section as follows:

15.220.095 Permit processing timeline reporting.

The city shall prepare annual performance reports consistent with the requirements of RCW 36.70B.080. These reports shall be provided to the Washington State Department of Commerce and published on the City website no later than March 1st of each year to reflect the previous year's reporting data. Monitoring of this data for reporting purposes shall begin January 1, 2025.

Section 8. Section 15.630.020 of the Ellensburg City Code, as last amended by Ordinance 4878, is hereby amended to read as follows:

15.630.020 – Critical area report requirements – Frequently flooded areas.

- A. *Prepared by a qualified professional.* A frequently flooded areas report shall be prepared for development within floodplains. Such report shall be required to be prepared by a qualified professional who is a hydrologist or engineer, and who is licensed in the state of Washington with experience in preparing flood hazard assessments.
- B. *Areas addressed in critical area report.* The following areas shall be addressed in a critical area report for frequently flooded areas:
1. The location of the proposed activity;
 2. All areas of a special flood hazard, as indicated on the flood insurance map(s) within 200 feet of the project area; and
 3. All other flood areas indicated on the flood insurance map(s) within 200 feet of the project area.
- C. *Flood hazard assessment required.* A critical area report for a proposed activity within a frequently flooded area shall contain a flood hazard assessment including the following site- and proposal-related information at a minimum:
1. *Site and construction plans.* A copy of the site and construction plans for the development proposal showing:
 - a. Floodplain (100-year flood elevation); ten-year and 50-year flood elevations and floodway, if required by the director and, in addition, other critical areas, buffers, and shoreline areas;
 - b. Proposed development, including the location of existing and proposed structures, fill, storage of materials, and drainage facilities, with dimensions indicating distances to the floodplain;
 - c. Extent and location of proposed clearing and grading activity;
 - d. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
 - e. Elevation in relation to mean sea level to which any structure has been floodproofed.
 - f. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
 - g. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.
 2. *Floodproofing certificate.* When floodproofing is proposed, a certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the requirements of ECC 15.630.040(H), floodproofing.

3. *Watercourse alteration.* When watercourse alteration is proposed, the critical area report shall include:

- a. *Extent of watercourse alteration.* A description of and plan showing the extent to which a watercourse will be altered or relocated as a result of the proposal; and
- b. *Maintenance program required for watercourse alterations.* A maintenance program that provides maintenance practices for the altered or relocated portion of the watercourse to ensure that the flood-carrying capacity is not diminished.

4. *Information regarding other critical areas.* Potential impacts to wetlands, fish and wildlife habitat and other critical areas shall be addressed in accordance with the applicable sections of this chapter.

(Ord. 4878 § 26, 2021; Ord. 4656 § 1 (Exh. O2), 2013)

Section 9. Section 15.630.050 of the Ellensburg City Code, as last amended by Ordinance 4878, is hereby amended to read as follows:

15.630.050 – Performance standards – Specific uses.

In all frequently flooded areas where base flood elevation data has been provided as set forth in ECC 15.630.010(A) or 15.630.040(D), the following standards are required:

A. Residential construction.

1. In AE or other A zoned areas where the BFE has been determined or can be reasonably obtained, new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation for the area. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE.
2. New construction and substantial improvement of any residential structure in an AO zone shall meet the requirements in ECC 15.630.060.
3. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs must meet or exceed the following minimum criteria:
 - a. Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices; provided, that they permit the entry and exit of floodwater.

- d. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

4. New construction and substantial improvement for any residential structure in an unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

- B. *Manufactured homes must be elevated.* All manufactured homes to be placed or substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- C. *Recreational vehicles.* Recreational vehicles are required to either:
 1. Be on the site for fewer than 180 consecutive days;
 2. Be fully licensed and ready for highway use, on its wheels or jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
 3. Must obtain a development permit and meet the requirements of this section, including elevation and anchoring, for manufactured homes.
- D. *Nonresidential construction.* New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of subsection (D)(1) or (2) of this section.
 1. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:
 - a. In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, new construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE, or elevated as required by ASCE 24, whichever is greater. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater.
 - b. If located in an AO zone, the structure shall meet the requirements in ECC 15.630.060.
 - c. If located in an unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the highest adjacent grade.
 - d. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood

forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- i. Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
- ii. The bottom of all openings shall be no higher than one foot above grade.
- iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwater.
- iv. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

2. If the requirements of subsection (D)(1) of this section are not met, then new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:
 - a. Be dry floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry floodproofed to the elevation required by ASCE 24, whichever is greater.
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in ECC 15.630.015(B)(2).
 - d. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (A)(2) of this section.

(Applicants who are floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one foot below). Floodproofing the building an additional foot will reduce insurance premiums.)

E. *Utilities.*

1. Shall be designed to minimize infiltration of floodwaters. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems.
2. Sanitary sewage systems. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

F. *Subdivision & development proposals.*

1. All subdivisions and short subdivisions shall:
 - a. *Minimize flood damage.* Subdivisions, ~~and~~ short subdivisions, as well as new development shall be designed to minimize or eliminate flood damage to proposed structures; and public utilities and facilities that are installed as part of such subdivisions, such as sewer, gas, electrical, and water systems, shall be located and constructed to minimize flood damage. Subdivisions should be designed using natural features of the landscape, and should not incorporate flood protection changes;
 - b. *Have adequate drainage.* Subdivisions, ~~and~~ short subdivisions, as well as new development shall have adequate natural surface water drainage in accordance with city's public works development standards to reduce exposure to flood hazards; and
 - c. *Show flood areas on plat maps.* Subdivisions and short subdivisions shall show the 100-year floodplain, floodway, and channel migration zone where designated by the city on the preliminary and final plat and short plat maps.
2. Detailed base flood elevation data shall be generated for subdivisions of at least 50 lots or five acres. Where detailed base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or five acres, whichever is the lesser.

G. *Alteration of watercourses.*

1. Shall require the submission of a critical area report by the applicant and be in accordance with the habitat regulations set forth in ECC 15.650.020 and 15.650.030 et seq. Watercourse alterations shall only be allowed when no negative impacts occur to critical areas.
2. Shall not result in blockage. Watercourse alteration projects shall not result in blockage of side channels.
3. Notification required. The city shall notify adjacent communities, the Washington State Department of Ecology, the Washington Department of Fish and Wildlife, and the Federal Insurance Administration of the proposed watercourse alteration at least 30 days prior to permit issuance.
4. Maintenance of alterations. The applicant shall maintain the altered or relocated portion of the watercourse to ensure that the flood-carrying capacity is not diminished. The applicant shall furnish the city with a surety bond for

maintenance, which bond shall remain in effect for a period of five years after completion of the alterations and be in accordance with a maintenance program approved by the director for the alteration project. The bond shall be in an amount to be determined by the director as sufficient to ensure that the flood-carrying capacity of the watercourse is not diminished and complies with the terms of the maintenance program. The surety and the form of the bond shall be subject to the approval of the city attorney.

H. *Crawlspaces.* Crawlspaces are commonly used as a method of elevating buildings to or above the base flood elevation or providing area for easier access to utilities and other building facilities. The following requirements apply to all crawlspaces that have enclosed areas or floors below the base flood elevation:

1. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effect of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the required opening standards set forth below in this section. ~~If crawlspace construction is proposed for areas in which the flood velocities exceed five feet per second, the design must be reviewed and approved by a registered architect or engineer.~~
2. The crawlspace is an enclosed area below the base flood elevation, and as such, must have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. Openings or vents must meet the following criteria:
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.
3. All portions of the building below one foot above the base flood elevation must be constructed with materials resistant to flood damage. The recommended construction practice is to elevate the bottom of the joists and all insulation above the base flood elevation.
4. Any building utility systems within the crawlspace must be elevated one foot above the base flood elevation or designed so that floodwaters cannot enter or accumulate within the system components. Duct work must either be placed above the base flood elevation or sealed from floodwaters.
5. In addition to the above requirements, the following specific provisions also apply to below grade crawlspaces:
 - a. The interior grade of a crawlspace below the base flood elevation must not be more than two feet below the lowest adjacent exterior grade;

- b. The height of the below grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall, must not exceed four feet at any point;
- c. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas (refer to FEMA Technical Bulletin 11-01, page 7, Guidance for Pre-Engineered Crawlspaces). This limitation is intended to prevent these crawlspaces from being converted into habitable spaces.
- ~~e.d.~~ There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils or drainage systems such as perforated pipes, tiles, gravel or other means; and
- ~~d.e.~~ Below grade crawlspace construction in accordance with the requirements listed above will not be considered basements. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace. For velocities in excess of five feet per second, other foundation types should be used.
- I. *Enclosed area below the lowest floor.* If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.
- J. *Appurtenant structures (detached garages and small storage structures) in A zones (A, AE, AH, AO).*
 - 1. Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:
 - a. Use of the appurtenant structure must be limited to parking of vehicles or limited storage;
 - b. The portions of the appurtenant structure located below one foot above the BFE must be built using flood-resistant materials;
 - c. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;
 - d. Any machinery or equipment servicing the appurtenant structure must be elevated or floodproofed ~~to or~~ at least one foot above the BFE;
 - e. The appurtenant structure must comply with floodway encroachment provisions in ECC 15.630.070(B)(1);
 - f. The appurtenant structure must be designed to allow for the automatic entry and exit of floodwaters in accordance with subsection (A)(3) of this section;
 - g. The structure shall have low damage potential;

- h. If the structure is converted to another use, it must be brought into full compliance with the standards governing such use; and
 - i. The structure shall not be used for human habitation.
2. Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in subsection (A) of this section.
 3. Upon completion of the structure, certification that the requirements of this section have been satisfied shall be provided to the floodplain administrator for verification.

(Ord. 4878 § 29, 2021; Ord. 4656 § 1 (Exh. O2), 2013)

Section 10. Section 16.630.060 of the Ellensburg City Code, as last amended by Ordinance 4803, is hereby amended to read as follows:

15.630.060 Performance standards – Areas of shallow flooding

Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In addition to other provisions in this code ~~these areas~~, the following provisions also apply:

- A. *Residential structures.* New construction and substantial improvements of residential structures and manufactured homes within AO zones identified in the flood insurance study and maps referenced in ECC 15.630.010(A) shall have the lowest floor (including basement and mechanical equipment) elevated above the highest adjacent grade of the building site to one foot above the depth number specified in feet on the flood insurance map or at least two feet if no depth number is specified.
- B. *Nonresidential structures.* New construction and substantial improvements of nonresidential structures within such AO zones shall either:
 1. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site to an height totaling one foot higher than the depth number specified in feet on the flood insurance map or at least two feet if no depth number is specified; or
 2. Together with attendant utility and sanitary facilities, be completely floodproofed one foot above the depth number specified in the flood insurance map(s) referenced in ECC 15.630.010(A) so that any space below that depth number is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as in ECC 15.630.040(H), Floodproofing.

- C. *Drainage paths*. All development shall include adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- D. *Recreational vehicles*. Recreational vehicles placed on sites within AO zones on the flood insurance map(s) shall either:
1. Be on the site for fewer than 180 consecutive days;
 2. Be fully licensed and ready for highway use, on its wheels or jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
 3. Must meet the requirements of this section and the anchoring requirements for manufactured homes.

(Ord. 4803 § 7, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 11. Section 15.630.070 of the Ellensburg City Code, as last amended by Ordinance 4878, is hereby amended to read as follows:

15.630.070 Prohibited uses and activities.

- A. *Critical facilities*. Construction of new critical facilities shall be permissible within frequently flooded areas if no feasible alternative site is available. Critical facilities constructed within frequently flooded areas shall have the lowest floor elevated three feet or more above the level of the base flood elevation (100-year flood) or to the height of the 500-year flood, whichever is higher. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

If not otherwise required by the city, locating of critical facilities within a frequently flooded area shall be subject to SEPA review and action.

- B. *Construction in floodways*. Located within areas of special flood hazard established in ECC 15.630.010(A) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

1. New construction requires certification by a licensed professional engineer. Encroachments, including new construction, substantial improvements, fill, and other development, are prohibited within designated floodways unless certified by a registered professional engineer. Such certification shall demonstrate through hydrologic and hydraulic analyses, performed in accordance with standard engineering practice, that the proposed encroachment will not result in any increase in flood levels during the occurrence of the base flood discharge. ~~Small projects that are solely to protect or create fish habitat and designed by a qualified professional may be allowed without certification if the director determines that the project will not obstruct flood flows. Fish protection projects shall be reviewed on behalf of the city by a qualified professional in the field of hydraulics.~~

2. Residential construction and reconstruction prohibited. Construction and reconstruction of residential structures is prohibited within designated floodways, except for:
 - a. Repairs, reconstruction, or improvements to a structure that do not increase the ground floor area; and
 - b. Repairs, reconstruction or improvements to a structure, for which the cost does not exceed 50 percent of the market value of the structure either:
 - i. Before the repair or reconstruction is started; or
 - ii. If the structure has been damaged, and is being restored, before the damage occurred.

Improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions or to structures identified as historic places may be excluded from the calculation of the 50 percent.

3. Substantially damaged residences in floodway.
 - a. For all substantially damaged residential structures, other than farmhouses, located in a designated floodway, the floodplain administrator may make a written request that the department of ecology assess the risk of harm to life and property posed by the specific conditions of the floodway. Based on analysis of depth, velocity, flood-related erosion, channel migration, debris load potential, and flood warning capability, the department of ecology may exercise best professional judgment in recommending to the local permitting authority repair, replacement, or relocation of a substantially damaged structure consistent with WAC 173-158-076. The property owner shall be responsible for submitting to the local government and the department of ecology any information necessary to complete the assessment. Without a favorable recommendation from the department for the repair or replacement of a substantially damaged residential structure located in the regulatory floodway, no repair or replacement is allowed per WAC 173-158-070(1); and
 - b. Before the repair, replacement, or reconstruction is started, all requirements of the NFIP, the state requirements adopted pursuant to chapter 86.16 RCW, and all applicable local regulations must be satisfied. In addition, the following conditions must be met:
 - i. There is no potential safe building location for the replacement residential structure on the same property outside the regulatory floodway.
 - ii. A replacement residential structure is a residential structure built as a substitute for a legally existing residential structure of equivalent use and size.
 - iii. Repairs, reconstruction, or replacement of a residential structure shall not increase the total square footage of floodway encroachment.

- iv. The elevation of the lowest floor of the substantially damaged or replacement residential structure is a minimum of one foot higher than the BFE.
 - v. New and replacement water supply systems are designed to eliminate or minimize infiltration of floodwater into the system.
 - vi. New and replacement sanitary sewerage systems are designed and located to eliminate or minimize infiltration of floodwater into the system and discharge from the system into the floodwaters.
 - vii. All other utilities and connections to public utilities are designed, constructed, and located to eliminate or minimize flood damage.
4. If the provisions of subsection (B)(1) of this section are satisfied, or construction is allowed pursuant to subsection (B)(2) or (B)(3) of this section, all new construction and substantial improvements shall comply with all applicable requirements of ECC 15.630.040 and 15.630.050.
- C. *Livestock sanctuary areas.* Elevated areas for the purpose of creating a flood sanctuary for livestock are allowed on farm units where livestock is allowed. Livestock flood sanctuaries shall be sized appropriately for the expected number of livestock and be elevated sufficiently to protect livestock. Proposals for livestock flood sanctuaries shall meet all procedural and substantive requirements of this chapter.

(Ord. 4878 § 30, 2021; Ord. 4656 § 1 (Exh. O2), 2013)

Section 12. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 13. 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 14. 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 16th 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. 4951 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4951 was published as required by law.

BETH LEADER



Meeting Date: December 16, 2024

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Second Reading and Adoption of Ordinance 4952 Amending the 2023/2024 Biennial Budget (Public Comment Opportunity)

Submitted by: Gloria Lanphere, Accountant III - Budget Officer

Department: Finance

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4952 amending the 2023-2024 Biennial Budget.

Background/Summary:

The proposed ordinance makes amendments to the 2023-2024 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action, along with other modifications to the Biennial Budget as proposed by the City Manager.

Previous Council Action:

Council adopted the 2023-2024 Biennial Budget via Ordinance 4900 on December 5, 2022 appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2023. Council subsequently amended the 2023-2024 Biennial Budget on September 5, 2023 via Ordinance 4923, and again amended the budget on December 18, 2023 via Ordinance 4934. In 2024 Council further amended the budget through the adoption of Ordinance 4940 on April 15, 2024, and Ordinance 4943 on July 15, 2024. Council approved first reading of Ordinance 4952 on December 2, 2024. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:

Since the prior supplemental budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes. Additional budget adjustments were identified as a result of a review of anticipated expenditures, expenditure trends and current expenditure authority. These items provide the necessary budget to maintain the programs and projects previously adopted by City Council, comply with external regulations, and update originally budgeted amounts to current forecast. The amendments in the proposed ordinance include updated revenue forecasts and beginning fund balances as needed, and maintain anticipated 2024 ending fund balances within required fund balance thresholds.

Items that have previously come before Council that need supplemental budget authority include funding for the Gateway I project, Affordable Housing Fund administrative expenditures, Washington Families Clean Energy Credits grant program, Complete Streets Early Opportunity grant, Kittitas County Courthouse Sidewalk Improvement 5th Ave, Home Electrification and Appliance Rebates (HEAR) program grant, and grant anticipation interfund loan from the Shop & Warehouse Fund to the Arterial Street Fund.

Other items include increases to the General Fund budget by \$26,888 to cover external legal service costs, increased interfund facility rental expenditures across all general facilities tenants to accommodate increased costs and to build working capital, expenditure authority of grant awards related to the Creative District and Comprehensive Planning, increased expenditure authority to accommodate claims in the Health & Benefits Fund, and funding for increases to hours and service levels at the Kittitas Valley Memorial Pool and Fitness Center for 2024 that had not yet been budgeted.

Additionally, there has been one more item that has been added since the first reading at the December 2nd Council meeting. The Public Works & Utilities Department is requesting an additional \$25,000 of expenditure authority to allow for professional services to perform portions of the WinCo development permit process. The costs will be offset by additional permit fee revenue.

Details of each item by fund are included in Table 1. A summary of all items by fund is included in Table 2.

Financial Impact:

The proposed ordinance amends the Biennial Budget increasing budgeted 2024 expenditures by \$10,855,537, revenues by \$11,758,972, and increases beginning fund balances by \$348,733. The effect of these amendments on the budgeted 2024 ending fund balance is an increase of \$1,252,168.

Budget Adjustment: No

Attachments:

1. Table 1 - 2024 Supplemental Budget Items by Fund (Second Reading)
2. Table 2 - 2024 Summary of Budget Adjustments
3. Ordinance 4952 - 2023-2024 Supplemental Budget (Second Reading)
4. Exhibits A & B - 2023-2024 Budget as Amended (Second Reading)

Table 1 - 2024 Supplemental Budget Items by Fund (Second Reading)--3rd 2024 Supplemental

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Fund				
Clean Energy Credit	\$0	\$0	\$19,768	-\$19,768
Interfund Space Rental	0	0	154,313	-154,313
Line Item adjustment-Administrative	0	0	19,138	-19,138
CHIP II Grant- Habitat Stuart Meadows/Catherine Property	0	60,000	0	60,000
Comprehensive Plan Update-DOC Grant	0	0	15,625	-15,625
Affordable Housing Administrative Allocation	0	150,272	0	150,272
Pool Staffing Pay Plan & Expanded Service Levels	0	0	100,207	-100,207
Utility Billing System Replacement Support Change Order	0	0	6,400	-6,400
Estate of Nancy Allen fka Nancy Jurenka	0	30,782	0	30,782
Winco permitting process	0	25,000	25,000	0
General Fund Total	0	266,054	340,451	-74,397
Economic Development Investments Fund				
EBDA Closure	0	286,000	10,000	276,000
Economic Development Investments Fund Total	0	286,000	10,000	276,000
Street Fund				
Annual Tree Maintenance	0	0	30,000	-30,000
Crosswalk Striping - Citywide	0	0	132,324	-132,324
Gateway I Funding Transfer	0	0	773,667	-773,667
Street Fund Total	0	0	935,991	-935,991
Arterial Street Fund				
TIB Complete Streets Early Opportunity Grant	0	500,000	500,000	0
Gateway I Funding Transfer	0	773,667	0	773,667
Grant Anticipation Interfund Loan	0	2,000,000	0	2,000,000
Sidewalk Improvements	0	183,402	0	183,402
Arterial Street Fund Total	0	3,457,069	500,000	2,957,069
Ellensburg Public Transit Fund				
Interfund Space Rental	0	0	1,100	-1,100
Sidewalk Improvements - KC Courthouse	0	158,564	289,840	-131,276
Ellensburg Public Transit Fund Total	0	158,564	290,940	-132,376
Criminal Justice Fund				
Animal Shelter Contract increased	0	0	60,000	-60,000
Flock License Plate Reader	0	0	41,950	-41,950
Revenue Forecast Update	0	289,841	0	289,841
Criminal Justice Fund Total	0	289,841	101,950	187,891
Park Acquisition Fund				
Beg. Fund Balance Update	192,526	0	0	192,526
Park Acquisition Fund Total	192,526	0	0	192,526
Art Acquisition Fund				
Creative District Signage	0	5,000	5,000	0
Art Acquisition Fund Total	0	5,000	5,000	0
Lodging Tax Fund				
Beg. Fund Balance Update	3,071	0	0	3,071
Lodging Tax Fund Total	3,071	0	0	3,071
Grants Fund				
Beg. Fund Balance Update	-192,526	0	-192,526	0
Grants Fund Total	-192,526	0	-192,526	0

Table 1 - 2024 Supplemental Budget Items by Fund (Second Reading)--3rd 2024 Supplemental

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Fieldhouse Construction Fund				
Insurance Recovery ERRC	0	2,497,406	0	2,497,406
Fieldhouse Professional Services	0	0	1,383,613	-1,383,613
Fieldhouse Construction Fund Total	0	2,497,406	1,383,613	1,113,793
2017 Capital Construction Bond Projects Fund				
Stan Bassett Youth Center Roof Project CF	0	0	55,757	-55,757
2017 Capital Construction Bond Projects Fund Total	0	0	55,757	-55,757
Sidewalk Fund				
Sidewalk Improvements	0	0	183,402	0
Sidewalk Fund Total	0	0	183,402	0
Stormwater Utility Fund				
Interfund Space Rental	0	0	1,927	-1,927
Beg. Fund Balance Update	446,205	0	0	446,205
Stormwater Utility Fund Total	446,205	0	1,927	444,278
Telecommunications Utility Fund				
Telecom Grants	0	103,615	103,602	13
Telecommunications Utility Fund Total	0	103,615	103,602	13
Natural Gas Utility Fund				
HEAR Grant Dept of Commerce	0	4,160,788	4,160,788	0
Interfund Facilities Rental	0	0	12,398	-12,398
Natural Gas Utility Fund Total	0	4,160,788	4,173,186	-12,398
Electric Utility Fund				
Clean Energy Credit	0	333,968	314,200	19,768
Interfund Space Rental	0	0	4,391	-4,391
Line Item adjustment-Administrative	0	0	0	0
Paul Rogers Substation Property	0	0	116	-116
Electric Utility Fund Total	0	333,968	318,707	15,261
Water Utility Fund				
Bond Funded Project Expenditure Transfer	0	0	1,424,475	-1,424,475
Beg. Fund Balance Update	1,239,467	0	0	1,239,467
Water Utility Fund Total	1,239,467	0	1,424,475	-185,008
Water Bond Fund				
Bond Funded Project Expenditure Transfer	0	0	-1,339,938	1,339,938
Beg. Fund Balance Update	-1,340,010	0	0	-1,340,010
Water Bond Fund Total	-1,340,010	0	-1,339,938	-72
Shop & Warehouse Fund				
Grant Anticipation Interfund Loan	0	0	2,000,000	-2,000,000
Shop & Warehouse Fund Total	0	0	2,000,000	-2,000,000
General Facilities Fund				
Interfund Space Rental	0	169,885	0	169,885
General Facilities Fund Total	0	169,885	0	169,885
Health & Benefits Fund				
Health & Benefits Fund Claims	0	0	559,000	-559,000
Health & Benefits Fund Total	0	0	559,000	-559,000
Library Trust Fund				
Estate of Nancy Allen fka Nancy Jurenka	0	30,782	0	30,782
Library Trust Fund Total	0	30,782	0	30,782
Grand Total	\$348,733	\$11,758,972	\$10,855,537	\$1,252,168

Table 2
City of Ellensburg
2024 Summary of Budget Adjustments (Third 2024 Supplemental)

Fund/Department	Budgeted Beg Fund Balance	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Balance
Total General Fund	\$0	\$266,054	\$340,451	-\$74,397
Budgeted General Sub-Funds				
Art Acquisitions	0	5,000	5,000	0
Economic Development	0	286,000	10,000	276,000
Fire Relief & Pension Trust	0	0	0	0
Hal Holmes Trust	0	0	0	0
Library Trust	0	30,782	0	30,782
Sales Tax	0	0	0	0
SLFRF Grants	-192,526	0	-192,526	0
Total Budgeted General Sub-Funds	-192,526	321,782	-177,526	306,782
Special Revenue Funds:				
Affordable Housing	0	0	0	0
Arterial Street	0	3,457,069	500,000	2,957,069
CATV Capital	0	0	0	0
CATV Ops. and & Maint.	0	0	0	0
Criminal Justice	0	289,841	101,950	187,891
Drug	0			0
Ellensburg Public Transit	0	158,564	290,940	-132,376
Lodging Tax	3,071	0	0	3,071
Park Acquisitions	192,526	0	0	0
Street	0	0	935,991	-935,991
Traffic Impact Fee	0	0	0	0
Total Special Revenue Funds	195,597	3,905,474	1,828,881	2,272,190
Debt Service Funds				
Capital Imprv. Debt	0	0	0	0
2010 Maintenance Bond	0	0	0	0
Library Bond Debt	0	0	0	0
LID Guarantee Fund	0	0	0	0
Total Debt Service Funds	0	0	0	0
Capital Project Funds				
Capital Imprv. Bond Projects	0	0	55,757	-55,757
Field House	0	2,497,406	1,383,613	1,113,793
Recreation Facilities	0	0	0	0
Sidewalk Improvements	0	0	183,402	-183,402
GF Cap Projects	0	0	0	0
Total Capital Project Funds	0	2,497,406	1,622,772	874,634
Enterprise Funds				
Gas	0	4,160,788	4,173,186	-12,398
Light	0	333,968	318,707	15,261
Sewer	0	0	0	0
Stormwater	446,205	0	1,927	444,278
Stormwater Bond	0	0	0	0
Telecommunications	0	103,615	103,602	13
Water	1,239,467	0	1,424,475	-185,008
Water Construction	-1,340,010	0	-1,339,938	-72
Total Enterprise Funds	345,662	4,598,371	4,681,959	262,074
Internal Service Funds				
General Facilities	0	169,885	0	169,885
GIS Fund	0	0	0	0
Health & Benefits	0	0	559,000	-559,000
IT Fund	0	0	0	0
Risk Management	0	0	0	0
Shop & Equipment	0		2,000,000	-2,000,000
Total Internal Service Funds	0	169,885	2,559,000	-2,389,115
Grand Total	\$348,733	\$11,758,972	\$10,855,537	\$1,252,168

ORDINANCE NO. 4952

AN ORDINANCE AMENDING THE 2023-2024 BIENNIAL BUDGET OF THE CITY OF ELLENSBURG AS SET FORTH IN ORDINANCE NO. 4900 AND PREVIOUSLY AMENDED AS SET FORTH IN ORDINANCE NO. 4923, ORDINANCE NO. 4934, ORDINANCE NO. 4940, AND ORDINANCE NO. 4943, TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4900, which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved Ordinance No 4923, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved ordinance No. 4934, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved ordinance No. 4940, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved ordinance No. 4943, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the City Manager has identified the need to make certain revisions to the 2023-2024 biennial budget; and

WHEREAS, the City Council has considered revisions to the 2023-2024 biennial budget at a public meeting on December 2, 2024; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made;

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

Section 1. 2023-2024 Supplemental Budget. The 2023-2024 biennial budget for the City of Ellensburg for the period January 1, 2023 through December 31, 2024, as authorized in Ordinance 4900 and previously amended in Ordinance 4923, Ordinance 4934, Ordinance No. 4940, and Ordinance No. 4943, is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2023-2024 biennium.

Section 2. 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 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, being an exercise of 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 regular meeting of the City Council on this 16th 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. 4952 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4952 was published as required by law.

Beth Leader, City Clerk

Ordinance 4952- Exhibit A (Supplemental Budget Ordinance)

City of Ellensburg

2023 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg. Fund Bal.	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Bal.
Total General Fund	\$4,297,317	\$19,231,320	\$21,010,010	\$2,518,627
Budgeted General Sub-Funds				
Economic Development	654,662	0	49,000	605,662
Sales Tax	4,680,768	6,296,280	7,737,767	3,239,281
Art Acquisitions	47,181	51,000	64,544	33,637
COVID-19 Grants	5,024,069	0	2,543,740	2,480,329
Library Trust	324,103	4,900	8,800	320,203
Hal Holmes Trust	153,128	10,500	10,000	153,628
Fire Relief & Pension Trust	707,337	199,737	191,909	715,165
Total Budgeted General Sub-Funds	11,591,248	6,562,417	10,605,760	7,547,905
Special Revenue Funds:				
Street	1,782,075	2,597,582	3,266,095	1,113,562
Arterial Street	592,375	8,223,111	7,075,286	1,740,200
Traffic Impact Fee	285,837	379,387	298,870	366,354
Ellensburg Public Transit	3,511,760	3,340,585	2,694,984	4,157,361
Criminal Justice	2,788,774	1,532,560	2,252,446	2,068,888
Drug	29,403	3,100	22,385	10,118
CATV Ops. and & Maint.	117,221	101,998	115,470	103,749
CATV Capital	0	65,000	65,000	0
Park Acquisitions	557,641	122,661	533,000	147,302
Lodging Tax	911,672	690,000	357,313	1,244,359
Affordable Housing	2,448,165	1,187,160	1,877,500	1,757,825
Total Special Revenue Funds	13,024,923	18,243,144	18,558,349	12,709,718
Debt Service Funds				
Capital Imprv. Debt	362,381	562,327	563,326	361,382
2010 Maintenance Bond	87,215	187,003	188,003	86,215
Library Bond Debt	82,018	1,799	83,817	0
LID Guarantee Fund	140,785	0	0	140,785
Total Debt Service Funds	672,399	751,129	835,146	588,382
Capital Project Funds				
Field House	0	4,741,556	1,122,300	3,619,256
Capital Imprv. Bond Projects	520,273	0	176,436	343,837
Sidewalk Improvements	1,096,838	448,000	999,268	545,570
Recreation Facilities	0	380,000	0	380,000
Total Capital Project Funds	1,617,111	5,569,556	2,298,004	4,888,663
Enterprise Funds				
Stormwater	1,087,297	2,074,943	1,943,114	1,219,126
Stormwater Bond	1,165,638	0	1,165,638	0
Telecommunications	346,794	1,114,150	1,161,630	299,314
Gas	3,411,575	10,966,047	11,346,551	3,031,071
Light	13,522,336	21,852,960	26,131,009	9,244,287
Water	6,312,186	6,530,244	7,413,265	5,429,165
Water Construction	3,254,792	0	1,972,000	1,282,792
Sewer	7,555,399	8,330,355	8,612,175	7,273,579
Total Enterprise Funds	36,656,017	50,868,699	59,745,382	27,779,334
Internal Service Funds				
Shop & Equipment	8,959,502	2,707,688	2,629,433	9,037,757
General Facilities	0	630,424	596,822	33,602
Health Insurance	1,242,634	2,651,648	3,066,253	828,029
Risk Management	1,451,037	688,102	973,193	1,165,946
IT Fund	1,965,571	1,981,828	3,263,442	683,957
GIS Fund	314,822	519,467	556,433	277,856
Total Internal Service Funds	13,933,566	9,179,157	11,085,576	12,027,147
Grand Total	\$81,792,581	\$110,405,422	\$124,138,227	68,059,776

Ordinance 4952 - Exhibit B (Supplemental Budget Ordinance)

**City of Ellensburg
2024 Budget Table - All Funds as Amended**

Fund/Department	Budgeted Beg. Fund Bal.	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Bal.
Total General Fund	\$5,194,729	\$20,684,548	\$22,018,898	\$3,860,379
Budgeted General Sub-Funds				
Art Acquisitions	56,853	66,000	74,000	48,853
Economic Development	640,412	286,000	10,000	916,412
Fire Relief & Pension Trust	805,323	190,737	255,986	740,074
Hal Holmes Trust	174,693	10,500	10,000	175,193
Library Trust	337,106	38,282	8,800	366,588
Sales Tax	3,224,008	6,515,811	8,770,693	969,126
SLFRF Grants	4,645,659	0	4,645,659	0
Total Budgeted General Sub-Funds	9,884,054	7,107,330	13,775,138	3,216,246
Special Revenue Funds:				
Affordable Housing	2,412,282	1,870,406	1,892,772	2,389,916
Arterial Street	827,102	8,847,345	5,870,547	3,803,900
CATV Capital	66,951	0	0	66,951
CATV Ops. and & Maint.	109,136	100,198	111,582	97,752
Criminal Justice	2,819,826	1,846,663	2,364,125	2,302,364
Drug	28,425	3,100	5,000	26,525
Ellensburg Public Transit	3,868,733	4,407,320	2,791,717	5,484,336
Lodging Tax	1,320,169	687,000	366,066	1,641,103
Park Acquisitions	445,634	102,261	0	547,895
Street	1,921,139	3,017,122	4,723,968	214,293
Traffic Impact Fee	452,962	372,387	657,385	167,964
Total Special Revenue Funds	14,272,359	21,253,802	18,783,162	16,742,999
Debt Service Funds				
Capital Imprv. Debt	362,380	562,327	563,326	361,381
2010 Maintenance Bond	87,815	187,003	188,003	86,815
Library Bond Debt	-	-	-	-
LID Guarantee Fund	147,508	-	-	147,508
Total Debt Service Funds	597,703	749,330	751,329	595,704
Capital Project Funds				
Capital Imprv. Bond Projects	404,141	0	55,757	348,384
Field House	4,877,900	2,497,406	1,383,613	5,991,693
Recreation Facilities	389,182	380,000	760,000	9,182
Sidewalk Improvements	555,127	422,053	769,402	207,778
GF Cap Projects	116,203	0	0	116,203
Total Capital Project Funds	6,342,553	3,299,459	2,968,772	6,673,240
Enterprise Funds				
Gas	3,088,427	17,042,036	17,483,308	2,647,155
Light	14,792,028	22,086,933	26,882,568	9,996,393
Sewer	8,097,974	8,916,520	12,308,177	4,706,317
Stormwater	1,282,582	3,768,287	3,646,854	1,404,015
Stormwater Bond	79,130	0	0	79,130
Telecommunications	431,946	1,050,648	1,019,737	462,857
Water	8,686,968	6,555,464	9,577,316	5,665,116
Water Construction	543,650	0	543,650	0
Total Enterprise Funds	37,002,705	59,419,888	71,461,610	24,960,983
Internal Service Funds				
General Facilities	34,051	879,512	723,385	190,178
GIS Fund	435,666	309,244	490,993	253,917
Health & Benefits	1,300,791	3,047,821	3,262,393	1,086,219
IT Fund	2,108,472	2,987,109	3,846,667	1,248,914
Risk Management	1,736,766	688,102	1,240,711	1,184,157
Shop & Equipment	9,873,720	2,813,651	5,158,298	7,529,073
Total Internal Service Funds	15,489,466	10,725,439	14,722,447	11,492,458
Grand Total	\$88,783,569	\$123,239,796	\$144,481,356	\$67,542,009



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-35 (Joint with County) Approving
Amendment to Interlocal Agreement with Kittitas County for
Court Related Services (Public Comment Opportunity)

Submitted by: Terry Weiner, City Attorney/Assistant City Manager

Department: City Attorney

Suggested Motion/Action:

Move to adopt Resolution 2024-35, approving the Amendment to the Interlocal Agreement with Kittitas County for Court Related Services with authorization for the City Manager to sign the Amendment.

Background/Summary:

The City and Kittitas County entered into an Interlocal Agreement for Court Related Services in November 2003, which automatically renews each October unless one of the parties provides advance notice of its intent to terminate the Agreement. The Agreement requires the County to provide a range of services related to operation of the City's municipal department within the County's district court, which includes: the use of the County's lower district court facilities, a court judge, administrative staff, probation services, and interpreters. Importantly, the Agreement also requires the County to provide court-appointed attorneys to represent indigent defendants in the City's cases. Indigent defense representation has been a long-standing requirement of both the state and federal constitution, and the City is legally obligated to pay for these services. The compensation for the County's provision of these services on behalf of the City is that the County retains all monies and revenue received, collected and generated by the municipal department including fees, fines, forfeitures, reimbursed costs, and penalties related to the criminal and civil (infraction) municipal court cases.

Several years ago, the Washington Supreme Court established caseload restrictions for attorneys representing indigent defendants (which are currently under review again by the Court). As a result, almost all cities and counties in the state have increased the number of attorneys representing indigent defendants. Kittitas County had previously relied solely on contract attorneys to represent indigent defendants for both County and City criminal prosecutions.

In 2021, the Washington Supreme Court revised its "Standards for Indigent Defense Services," which now imposes stringent prohibitions on the involvement of judges and their staff in the selection of public defense administrators and counsel, and additional prohibitions on management or oversight of defense services. At the time, the selection and oversight of contracted indigent defense counsel was overseen by the County judges with assistance from court staff. In addition, the County was given notice that some contract attorneys

intended to end their service at the end of 2022.

As a result of these circumstances and court-imposed requirements, the County established its own independent Department of Public Defense (DPD) in 2023. The DPD was staffed through 2023 and became fully staffed this year.

Previous Council Action:

As noted, the current Interlocal Agreement was effective in November 2003.

Analysis:

Although the County does not currently track the exact amount of City penalties and fees it collects from City cases in Lower District Court, it does not fully compensate the County for services received by the City. For all fines or fees received by the Court for EPD cases, victim restitution gets paid first, law enforcement restitution to EPD gets paid second and the rest of any remaining fines or fees assigned is allocated to the Court. Of that remaining amount, 13% is currently being collected. In addition, the County pays for a dedicated clerk and probation officer for those EPD cases. It is likely, therefore, that little if any fines or fees actually go towards payment for indigent defense counsel.

DPD statistics show that approximately one-half of its Lower District Court caseload is attributable to City prosecutions, which requires the services of approximately one and one-half full-time equivalent (1.5 FTE) defense attorneys. Information from the DPD is that the wages (i.e., not including benefits) for this 1.5 FTE are approximately \$190,000 for 2024. As a result, the DPD Director has requested that the City agree to amend the Interlocal Agreement to increase the City's compensation to the County for these services in 2025. Because this request was made toward the end of the City's preparation of its 2025-26 biennial budget, the DPD is requesting compensation in the amount of \$75,000 for 2025, which is not full compensation for the DPD's services. It is therefore anticipated that the DPD will request an increase in compensation for DPD services later in 2025 for the 2026 budget year in an amount yet to be determined.

In looking at the compensation paid by other cities for county-provided municipal court services and indigent defense costs, most agreements include a methodology relying on the total court caseload and percentage of caseload by jurisdiction. By way of example, the City of Grandview's agreement with Yakima County for court services for 2017-21 (the most recent version available) required Grandview to pay approximately \$190,000 for 2017.

Financial Impact:

It was anticipated that DPD would be requesting additional compensation for its services in 2025. Therefore, there is sufficient funding in the City Attorney's 2025 budget to absorb the increase.

Budget Adjustment: No

Attachments:

1. Resolution 2024-35 Interlocal for Court Related Services with County

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

KITTITAS COUNTY RESOLUTION NO. 2024-_____

CITY COUNCIL OF THE CITY OF ELLENSBURG RESOLUTION NO. 2024-35

A RESOLUTION OF KITTITAS COUNTY AND THE CITY COUNCIL OF THE CITY OF
ELLENSBURG APPROVING AN AMENDMENT OF THE EXISTING INTERLOCAL
AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY ON
BEHALF OF THE KITTITAS COUNTY DEPARTMENT OF PUBLIC DEFENSE

WHEREAS, The City of Ellensburg, Washington hereinafter referred to as “CITY”, and Kittitas County (COUNTY) on behalf of the District Court for Lower Kittitas County have previously entered into an Interlocal Agreement for Court Related Services (“Interlocal Agreement”) effective in November 18, 2003; and

WHEREAS, the City by and through the City Manager’s Office and the County, by and through the Director of Public Defense among others, have been collaborating on addressing the existing level of funding that provides less than actual defense costs; and

WHEREAS, the parties have agreed on an additional amount of \$75,000 (Seventy-Five Thousand Dollars) for defense costs for the calendar year 2025 to be paid not later than January 31 2025; and

WHEREAS, the approval documents and related fiscal materials including an Amendment to the Interlocal Agreement are attached hereto and incorporated by this reference; and

WHEREAS, the Board of County Commissioners concur in the proposal;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, the Board of County Commissioners and the City Council of the City of Ellensburg approve the Amendment to the Interlocal Agreement and this resolution on behalf of the Department of Public Defense. This Amendment shall be filed in a manner consistent with RCW 39.34.040.

IT IS FURTHER ORDERED that the City Manager for the City of Ellensburg is authorized to sign the Amendment to the Interlocal Agreement.

ADOPTED this _____ day of _____ 2024.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Chair

Vice-Chair

Commissioner

ATTEST:

APPROVED AS TO FORM:

Douglas R. Mitchell, Deputy Prosecuting Attorney

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

ADOPTED this 16th day of December, 2024.

CITY OF ELLENSBURG

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Diversity, Equity & Inclusion Commission Spending Plan
Updated Request

Submitted by: Nicole Klauss, Public Information Officer

Department: City Manager

Suggested Motion/Action:

Approve \$400 for the DEI Commission's 2025 Listening Tour program and \$1,000 for the Commission's reserve category.

Background/Summary:

At the December 2, 2024 City Council meeting, staff presented the Diversity, Equity & Inclusion Commission's proposed 2025 spending plan. Council ultimately approved the 2025 spending plan removing the \$1,400 from the Pizza Klatch program to be allocated elsewhere within the DEI budget and approved by Council. The Listening Tour funding was in the same \$1,400 bucket category titled "programs" and therefore, was not approved.

Approved at the December 2, 2024 meeting were expenditures in the amount of \$8,600: \$2,500 for events, \$5,000 for grants, \$300 for administrative costs, \$500 for retreat, and \$300 for new events or programs.

Listening Tour Program Background

In 2020, members of the Ellensburg City Council did a series of listening tours with marginalized populations in the community, and the results were published in a report. This work led to the formation of the City's Diversity, Equity & Inclusion Commission, which opted to continue the Listening Tour program with the goal of hearing the priorities, concerns, needs, etc. of marginalized populations in Ellensburg. The Listening Tour sessions are framed around a series of questions that are asked of participants from marginalized groups. Notes are taken to capture ideas, needs, recommendations and suggestions, but no personally identifiable information is recorded. Listening Tours serve as a community engagement tool as themes from community members are distilled into a report which will be delivered to the City Council for consideration as they make decisions on public policy issues.

Previous Council Action:

At the December 2, 2024 meeting, Council approved the 2025 spending plan, removing the proposed \$1,400 from the plan that was intended for programs, including the Pizza Klatch program. Those dollars were to be reallocated elsewhere within the DEI budget and approved by the City Council at a future meeting. Previously, Council approved funding for the Listening Tour program in the 2024 DEI Commission spending plan on December 2, 2023, and the 2023 spending plan on March 6, 2023.

Analysis:

There is no additional impact to the City's budget as \$10,000 was allocated to the DEI Commission in the adopted 2025-2026 Biennial Budget and these funds are included within that spending plan.

At the December 10, 2024, DEI Commission meeting, the Commission affirmed their desire for \$400 of the \$1,400 remaining to go toward the 2025 Listening Tour program. The Commission voted for the other \$1,000 to be placed in reserve until the Commission recommends allocating it to a specific activity. This would expand the total amount available for new events and programs to \$1,300 in 2025; where expenditures for new programs would be approved by the City Council at a later date. The Commission has a listening tour set up in January at CWU and would like to have the listening tour funds approved prior to the session, so that refreshments may be provided.

Financial Impact:

The 2025-2026 Biennial Budget includes \$10,000 per year for Diversity, Equity & Inclusion Commission activities.

Budget Adjustment: No

Attachments:

None



Meeting Date: December 16, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2025 City of Ellensburg Legislative Priorities (Public Comment Opportunity)
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

Move to approve 2025 City of Ellensburg Legislative Priorities.

Background/Summary:

The Ellensburg City Council approved a 2023-2028 Strategic Vision by Resolution 2022-17, reflecting a common set of priorities and milestones for the City over the near term. At the May 20, 2024 Ellensburg City Council meeting, the Council adopted a new resolution that included the refined strategic priorities and milestones for 2024-2029. Because state and federal legislation impacts policy and operations at the local level, creating a common legislative agenda aligned with City priorities is an important next step as the State Legislature reconvenes in January 2025.

Previous Council Action:

The City Council adopted 2023 Legislative priorities at their meeting on November 1, 2022 which included topics of Energy Policy Compliance, Homeless and Affordable Housing, Wastewater Treatment Plant Infrastructure Upgrade, Behavior Health Resources, Reserve Police Officers, Blake Decision and Costs Transferred to Cities. At their February 6, 2023 meeting, Council added advocacy for funding the Ellensburg Community Fieldhouse to this list of priorities. At the meeting on August 7, 2023, the City Council approved funding for legislative advocacy services. Josh Weiss of Gordon Thomas Honeywell (GTH) was selected to assist in preparing for the 2024 Washington State Legislative Session and to represent the City's interests. Following a successful effort which resulted in state policy change (SB 6047), \$750,000 allocated to the City for decarbonization activities, and \$72,000 for the Fieldhouse project, the City Council approved funding to extend the Agreement with GTH through 2024, and later extended the Agreement through 2026 at the meeting on September 3, 2024.

Analysis:

Having a set of adopted legislative priorities assists staff, elected officials, and lobbyists in aligning advocacy efforts around policies that may positively or negatively impact City infrastructure, utilities, and services. Since 2022, the City has prepared a legislative agenda which is approved by the City Council. Research, preparation, and early advocacy is important for successful policy and funding advocacy initiatives. The City Manager and staff have been working with GTH consultants to build awareness and relationships in service to the City's near and long-term interests, including creating the 2025 Legislative Priorities for City Council's consideration and approval.

Financial Impact:

Funding for the Agreement with Gordon Thomas Honeywell (GTH) for legislative advocacy services was first approved at the August 7, 2023, meeting. The Agreement provided for up to \$36,000 in services (\$3,500 per month), ending September 30, 2024. At the meeting on April 15, 2024, Council approved supplemental budget authority for an additional \$21,000 to extend funding for the Agreement with GTH for legislative advocacy services through December 2024 to prepare for the 2025 legislative session. Additional budget was allocated in the 2025-2026 Biennial Budget for continued services, including a three percent annual increase in 2025 and 2026.

Budget Adjustment: No

Attachments:

1. DRAFT Ellensburg 2025 Legislative Priorities 12-16-24
2. 2025 AWC Legislative Priorities

Proposed Ellensburg 2025 Legislative Priorities

City Council Meeting 12/16/2024

The City of Ellensburg supports legislation that furthers the goals of the Council's Strategic Vision and protects the City's ability to provide basic municipal services to residents. Prior to the start of a legislative session, the City Council adopts Legislative Priorities (also called Legislative Agenda). These priorities are developed by City staff and Councilmembers.

ELLENSBURG COMMUNITY FIELDHOUSE FUNDING

Allocate \$2 million to energy efficient construction enhancements. One of our area's only public community fitness and education resources was destroyed by fire (arson) on Dec. 2, 2022. This loss leaves our distressed, rural community with an immediate barrier to public wellness facilities. In Kittitas County, where heart disease is the number one cause of mortality, the loss of space for year-round health and wellness activities has created an urgent public health challenge for Ellensburg and Kittitas County. Because indoor recreation facilities are especially critical for youth and under-served members of our community, the urgency of replacing the facility has become a priority. Estimated cost to rebuild a facility on city-owned property is \$25 million; with about one-third (\$7.5 million) already secured. The City began working through the Progressive Design-Build alternative delivery process to design a flexible facility that can be phased, is affordable, and serves the broader community needs.

The new facility provides rare indoor recreation space in a region where temperatures drop below zero in the winter and can rise well above 100 degrees from May through September. There is no alternative public space, which is especially problematic for rural and under-represented communities who cannot afford private club memberships (of which there are very few) or the travel costs to another community.

When complete, the \$25 million Ellensburg Community Fieldhouse will include indoor recreation space on city-owned property at Rotary Park, on the southwest edge of the City limits. Rotary Park features soccer and baseball fields and is adjacent to Irene Rinehart Riverfront Park and the Ellensburg Community Renewable Solar Park.

The project has been designed to have maximum impact on public health, as well as education, social services, economic development/tourism, infrastructure, energy efficiency, shelter for air quality emergencies, staging for emergency responders, and recreation in the greater Ellensburg area. The City will be responsible for ongoing operations and maintenance costs.

Expand authority (RCW 35.57) to allow cities and portions of unincorporated counties to create a public facilities district. This allows for a potential voted sales tax funded tool to construct, operate, and maintain a recreational facility or facilities.

FLOODPLAINS BY DESIGN FUNDING FOR PROPERTY PURCHASE

Fund Ellensburg property purchase (#11) as proposed by the Floodplains by Design program. The City, as lead agency in partnership with Kittitas County, Yakama Nation, Mid-Columbia Fisheries Enhancement Group, and Washington State Department of Fish and

Wildlife submitted application for funding to purchase properties in the Whiskey Creek watershed, representing 52 acres of current flood plain at significant risk of development. A recent development between the two properties was acquired by a builder, with 140 homes already built and potentially another 300 on the way. If developed, these properties could build approximately 800 more homes, totaling 1,200 new homes all in the 100-year flood plain between the three properties. The proposed acquisitions are also in one of the highest priority watersheds in the Yakima Steelhead Recovery Plan for fish passage.

These acquisitions would allow future connection of Whiskey Creek to a previously funded Floodplains by Design project on Reecer Creek, allowing for the connection/enhancement, and permanent protection of both properties. Acquiring these parcels will result in the creation of a new city park and new recreation access by connecting the Gateway Trail to the Cascade Palouse Trail. Restoring the floodplain on both properties protects Ward Rugh Hay Company from flooding, one of Kittitas County's largest hay growers. The City's project is #11 on the funding list submitted to the State of Washington for potential funding in 2025.

YOUTH ATHLETIC FACILITIES FUNDING FOR ELLENSBURG TENNIS COURTS

Fund Mt View Park Tennis Courts through the Youth Athletic Facilities program (#27) sponsored by the Recreation and Conservation Office. The City applied for funding through the Youth Athletic Facilities (YAF) program to construct eight tennis courts at Mt. View Park, a 7-acre City-owned park facility. Within the City of Ellensburg there are only eight outdoor tennis courts which are located on the campus of Central Washington University (CWU). By comparison, 20 years ago there were 26 public tennis courts in Ellensburg.

The eight courts at Mt. View Park will be the only public tennis courts in Ellensburg and will provide a space for community drop-in play, youth and adult tennis lessons, and use by the Ellensburg School District (ESD) through their interlocal facility use agreement with the City. ESD use could include the high school tennis team, physical education classes at Ellensburg High School, and a middle school tennis program which was previously offered when there were four courts at Morgan Middle School.

The Recreation and Conservation Office provides funding opportunities for the development, acquisition and restoration of outdoor recreation facilities. The project is currently #27 (the first-alternate) on the recommended list for funding through the 2025 budget.

ENERGY AND CLIMATE COMMITMENT ACT (CCA)

Reduce burden of CCA on small municipal utilities. Allocate ongoing funding to support municipal utility compliance, planning, and reporting. Ellensburg is one of two municipal natural gas utilities in Washington State and one of 22 municipal electric utilities (Ellensburg is the only municipal natural gas & electric utility in Washington State). Ellensburg has a long-term commitment to energy conservation and reduced demand. Two comprehensive State mandates, the Climate Commitment Act (CCA) and Clean Energy Transformation Act (CETA), seek collectively to reduce emissions, decarbonize the building sector, invest in clean transportation, and build a clean energy future, with mitigated impacts to vulnerable populations. Both require significant electric and natural gas utility planning, implementation, and reporting. Ellensburg is not in a position to build new electrical generation facilities to meet local demand.

Impacts of these policies to small municipal utilities are substantial and require significant specialized skills to implement and meet carbon reduction and equity goals.

Ellensburg municipal electric utility is also a CCA covered entity. Because the City purchases approximately 95% clean energy, first-year fiscal impacts of the CCA are less severe than those of the City's natural gas utility. But over time, the CCA could have potentially significant impacts because of uncertainty in the Bonneville Power Administration's (BPA's) power purchase decisions (which are outside the scope of control of the City).

Increase no-cost allowances (cap) and decrease pace of reduction for municipal natural gas utilities. Compliance with the CCA requires significant staff and financial resources which burden small municipal utilities like Ellensburg (and Enumclaw) disproportionately. A reasonable remedy for these two small Washington cities is to increase no-cost carbon allowances for municipal natural gas utilities and reduce the rate of an emissions "cap" for these two utilities.

Reduce requirements for burdensome cash bid guarantees for small utility participation.

Two small municipal natural gas utilities are disproportionately impacted by costs of CCA compliance. Ellensburg has approximately 5,000 natural gas connections, including residential, commercial, and industrial customers. Participation in CCA auctions for 2023 required \$1.25 million in utility cash for first year commitments—14% of the total \$9 million revenue. The utility has seven field crew members with 2.5 administrative staff to operate the distribution system. Additionally, there are two employees to purchase energy, assist with rate setting, monitor state and federal GHG and energy reporting, CETA and CCA compliance, energy conservation, and administer various programs for both natural gas and electric services. Statewide, there are large private for-profit natural gas companies that have natural gas customer connections ranging from 300,000 to over 800,000 for each of these various utilities, some with customers in other northwest states and some entirely in Washington State.

Request State Auditor's Office evaluate and recommend financial controls for public auction participation. Auction participation violates general standards for public sector financial controls. To participate in Ecology's allowance auctions, large sums of money are wired to and held for several weeks by external international banking entities for cash bid guarantees. Participation in CCA auctions for 2023 required \$1.25 million in utility cash for first year commitments—14% of the total \$9 million utility revenue. Ecology allowance auction participation creates significant risk for public agencies wiring money, held for several weeks by external international banking entities for cash bid guarantees.

Provide continued state programs and incentives to assist small municipal natural gas customers to switch to low and carbon-free energy equipment. Continue funding for fuel switching programs (such as Home Electrification and Appliance Rebates) for small municipal utilities. Developing and operating programs to promote fuel switching for residential, commercial, and industrial users requires significant administrative resources for a small utility. A single residential heating unit replacement can easily cost \$25,000. Providing sufficient incentives and rebates to assist with cost burden for residents will be critical to achieve state goals. A carve-out for State-designed and administered programs that prioritize fuel switching in commensurate rates to municipal investments in the cap-and-invest system should be secured for municipal natural gas utilities like Ellensburg.

In a recent CCA compliance study commissioned by the City of Ellensburg, Lighthouse Energy Consulting found, "...assuming that the City successfully encouraged 100% of the equipment

turning over in a given year to convert to electricity and assuming that all new construction and major renovations resulted in no demand for gas [would] not [be] sufficient to catch up with CCA's annual reduction of 7% per year. The City would need to encourage all new and end of life equipment to be electric and encourage fuel switching beyond this equipment turnover to comply with the CCA's timeline in the near term."

Develop low-income definition equitable to all customers. There is no low-income definition in the CCA. If the definition in CETA is applied to CCA, approximately 40% of Ellensburg's customers would be qualified as low income. This would prohibit Ellensburg's non-profit utility from collecting the revenue necessary to cover costs of CCA auction participation through a GHG emissions cap-and-invest premium rate or require the utility to nearly double the rate on the other 60% of customers.

State leadership is essential in energy resource supply adequacy for a clean energy economy. Fund study to evaluate resource adequacy. City utilities need low-carbon alternatives and support from the State to create realistic pathways to meet the milestones in these policies. As utilities transition away from carbonized energy sources, there is a need for sufficient carbon-free sources as replacement to avoid high-cost energy and blackouts. Ellensburg purchases around 210,000 MWh's per year from BPA; roughly 2,000 MWh's are produced locally from City owned and distributed solar. If natural gas sales are halved by 2030, the City will need an estimated additional 20 MW of electricity or 117,000 MWh's with the majority of the additional load demand occurring in the critical winter heating season. Green hydrogen is not yet available. There is an urgent need for new winter-season electrical generation to implement the State's decarbonization goals.

With the push to electrify vehicle fleets and convert home/building heating to all electric, the State must work closely with electric generation, transmission, and distribution systems to address the resulting effect of increased demand. The State should provide guidance on natural gas as a redundant/firm/reliable energy source for other renewable sources.

Policies should be monitored for effectiveness and impacts to ratepayers during these difficult financial times and high inflation.

State funding to support electrical transmission system improvements. Electricity transmission infrastructure forms the backbone of our energy system, enabling the delivery of power from generation sources to consumers. Upgrading and expanding this infrastructure is essential to meet growing electricity demand, support renewable energy integration, and strengthen resilience against outages and other disruptions. We request priority be given in the state's capital budget to supplement local and federal funding sources. This funding will support critical activities, including planning and engineering for infrastructure upgrades, acquisition of materials and equipment, construction, testing, and commissioning of transmission systems.

Benefits include:

1. Reliability: Modern transmission infrastructure reduces the risk of outages, ensuring consistent and dependable power delivery.
2. Sustainability: Enhancements to the grid facilitate the integration of renewable energy sources, advancing Washington's clean energy goals.
3. Economic Growth: Improved infrastructure attracts investment, creates jobs, and drives economic activity during and after project completion.

4. Equity: Expanded and modernized energy systems ensure that underserved communities have access to affordable and reliable electricity.

This initiative supports Washington's commitment to clean energy and grid modernization as outlined in state policies such as the Clean Energy Transformation Act (CETA). Strengthening transmission systems ensures the state remains a leader in achieving a sustainable and resilient energy future.

HOMELESSNESS AND AFFORDABLE HOUSING POLICY

Continue flexible policies and funding to expand housing, preserve affordability, and address homelessness. Nearly half (48%) of Ellensburg households are cost burdened (paying more than 30% of their income for housing); over one quarter (28%) are severely cost burdened (paying more than 50% of their income on housing). Ellensburg has taken action to address housing affordability over the past few years. Voters passed the 0.1 percent local sales and use tax (RCW 82.14.530) in 2017, with funds allocated to projects that create new affordable housing. The City also provided three parcels for affordable housing and partnered with Habitat for Humanity and private developers for projects.

- Continue state funding for emergency shelters. Ellensburg, in partnership with Kittitas County and community providers, established a cold-weather shelter during winter months. There is no year-round emergency shelter that serves the community's most vulnerable by providing access to services and to manage health and safety. The City and County are working with providers collectively to reduce gaps in the spectrum of housing and support services.
- Allow local communities to determine their own needs and financing to support those needs. Homelessness issues that plague larger metropolitan areas requiring resource-intensive solutions do not translate well for use in rural communities.
- Actively defend against preemption of local land use authority through zoning mandates, but support policies that provide flexibility to respond to local housing needs.
- Provide tools to preserve existing affordable housing units.
- Continue to support organizations dealing with homelessness that have shown success impacting the problem.
- Expand Connecting to Housing Infrastructure Program (CHIP) to expand community partnerships for affordable housing projects.

WASTEWATER TREATMENT PLANT INFRASTRUCTURE UPGRADE

Continue Public Works Trust Fund and other programs to provide options for funding aging infrastructure replacement. Infrastructure investment is important to Ellensburg's economic vitality. The City's current Wastewater Treatment Plant is over 50 years old and needs technology and infrastructure improvements. Design should be complete in 2025 for a General Sewer System Plan and Aeration Upgrade design for the necessary improvements. This project will provide a significant reduction in electrical energy demand as a result of technological advances. And through industrial symbiosis enhancement, methane gas from the wastewater treatment process, which is currently burned as waste, will be recaptured for use as renewable natural gas.

The total project cost over the next ten years is over \$60 million. The City adopted policies to phase utility rate increases over the next few years and raised plant investment fees (for new ratepayers by over 200 percent in 2023) to maximize local funding for the project. The City will seek the maximum project funding from federal Bipartisan Infrastructure Law programs administered by the State, but additional funding will be required to make this essential plant investment.

FUNDING FOR BEHAVIORAL HEALTH RESOURCES

Continue to expand behavioral health resources for rural communities. Ellensburg and Kittitas County lack a crisis stabilization facility and sufficient behavioral health resources to serve the need. Kittitas Valley Health Network works closely with local partners (emergency responders, hospital, nonprofits) to maximize service connections from hospital, emergency care, behavioral health, outpatient substance use disorders treatment, housing, etc. A Behavioral Health Court was implemented in 2022 to offer a diversion program for individuals willing to participate in substance use disorder and/or mental health evaluation and treatment programs. A Navigator program facilitates community outreach, case management, and referrals for people struggling with substance use disorder and/or mental health issues. The County now has 0.1% sales and use tax for behavioral health. Additional needs include:

- Create greater access to community-based behavioral health services.
- Support for continued state funding to help communities establish alternative response programs for individuals suffering from behavioral health issues.
- Establish permanent funding for court-supervised diversion programs.

TRANSFER OF COSTS TO CITIES

Provide remedy for unfunded mandates. The City advocates for State responsibility for costs recently transferred to municipalities for felony medical care and public defense costs which result in financial burden.

- Support additional investments to help cities with the costs stemming from the transfer of misdemeanor crimes to local communities. This includes:
 - Funding to mitigate municipal court impacts and offset the costs of vacating criminal convictions, repaying legal financial obligations, and administering diversion programs.
 - Investment in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.
- Unfunded mandates should be addressed at the State level:
 - **Medical Costs for Felony Inmates** - Cities pay for inmate medical costs — including healthcare and medications—when police arrest and book an individual into jail. The State Department of Corrections no longer pays fees associated with pre-conviction incarceration for felony level suspects. Apple Health (the State’s medical provider) will not cover medical costs during jail confinement. Inmate medical costs cause a financial risk and burden to the City.
 - **Public Defense Office** – The Washington Supreme Court is currently considering a substantial lowering of the caseload requirements (first established

several years ago) for indigent defense counsel which significantly modified existing rules to create greater independence from local governments and judges who have traditionally overseen these contracts. If enacted, the new standards will have a significant budget impact on Washington cities and counties, which must pay for indigent defense services. Although there is some grant funding available, there is no long-term stable state funding for these services under either the current standards or the greatly increased costs if the new standards are adopted by the Court.

Ellensburg supports Association of Washington Cities (AWC) 2025 Legislative Priorities, attached.

2025 City Legislative Priorities

Cities and towns are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. The success of our cities and towns depends on adequate resources and community-based decision-making to best meet the unique needs of our communities.

Washington's 281 cities and towns ask the Legislature to partner with us and act on the following priorities:



Fiscal sustainability

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Adopt a new cap tied to inflation and population growth factors, with a limit not to exceed 3%. This will allow local elected officials the option to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks.



Behavioral health treatment capacity

Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification, and workforce development for co-responders. Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses. Support continued expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient and continued expansion of forensic behavioral health treatment capacity. Provide additional mental health support for students.



Housing supply

Dedicate current funding and explore new funding options, such as the real estate transfer tax, to address needs across the housing continuum, including home ownership, senior, workforce, affordable, and permanent supportive housing. Ensure that funding availability extends to all communities with needs, including small and medium-sized cities and towns in both eastern and western Washington.



Public safety

Provide more resources and tools to cities and towns to address public safety and criminal justice challenges. Help cities hire new officers by covering 100% of the cost of attending the Basic Law Enforcement Academy (BLEA), and continue to expand existing—and create new—regional BLEA academies. Increase support for public safety and the overall criminal justice system with additional funding for the Municipal Criminal Justice Assistance Account, as well as enhanced local funding tools like the public safety sales tax. Increase programs to reduce gun violence, juvenile crime, and provide more juvenile behavioral health treatment and correctional capacity. Continue to support our officers and other first responders with wellness and injury prevention programs.



Infrastructure investment

Protect and expand direct and meaningful investments in traditional local infrastructure for needed expansion and ongoing operations and maintenance of aging systems, including expanded and reliable funding for the crucial Public Works Assistance Account. Support sustainable state transportation revenue that includes funding for local preservation, maintenance, and operations. Develop new fiscal tools to build infrastructure to support housing development and growth, including increased funding for the Connecting Housing and Infrastructure Program (CHIP). Expand cities' ability and flexibility to use the real estate excise tax (REET) for additional capital needs, including maintenance as well as to support affordable housing.

Contact:

Candice Bock

Government Relations Director
candiceb@awcnet.org



MANAGER'S REPORT

DATE: December 16, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Update Council Board & Committee Assignments

As the 2024 year comes to a close, staff request Council review assignments and consider any changes to board and commission representation to allow for notification to outside parties as necessary. The current list of assignments is attached.

2. Holiday Hours for City Facilities and Services

City facilities, including offices at City Hall, Ellensburg Police Department, and Ellensburg Public Library will be closing at 12 noon on December 24 and will remain closed through Christmas Day on December 25. These facilities will also be closing at 12 noon on December 31, 2024 and will remain closed through New Years Day on January 1, 2025.

Parks & Recreation Department Facility Schedule

- Kittitas Valley Memorial Pool & Fitness Center – Closed December 24-25, 2024; Open December 26, 2024 from 11 a.m.-9 p.m.; Open December 31, 2024 from 5:30 a.m.-5 p.m.; Closed January 1, 2025
- Stan Bassett Youth Center – Closed December 23, 2024 - January 3, 2025
- Adult Activity Center – Closed December 24-26, 2024

Closures will be posted at City facilities and online.

3. Service Reductions at Kittitas Valley Memorial Pool

Beginning December 2, 2024, the Kittitas Valley Memorial Pool reduced some facility hours due to budget constraints which required eliminating \$25,000 in pool operating expenditures. The hours selected were done so to have the lowest impact on the number of customers.

Pool Hour Changes:

- Closed on Sundays
- Cancel Wednesday, 2pm-3:15 p.m., Recreation Swim
- Close at 9:00 p.m. on Friday and Saturdays

Additionally, Parks & Recreation Staff will be reviewing and adjusting recreation department rates and fees, as needed, in the coming months to align with the need for additional revenue. There has not been an increase in pool rates and fees since 2017.

4. Washington State America's 250th Anniversary of the Declaration of Independence

A nationwide celebration of the 250-year anniversary of the signing of the Declaration of

Independence in 1776 is being planned. Each state deciding how to celebrate. The Washington Committee is led by the Lt Governor and staffed by the Historical Society. Their staff visited with Mayor Pro Tempore Lillquist and the City Manager on December 10. The Committee is encouraging each County to partner with cities, main street programs, museums, libraries, Chambers, and other service groups to develop a steering committee and programming framed around the Semiquincentennial event. Groups will be asked to participate in nationwide activities on specific targeted dates: June 14, 2026 – Flag Day; July 4, 2026 – Independence Day; and September 18, 2026 - Constitution Day. No funding is available from either state or federal organizations at this point. Staff request to gauge Council's interest in participating in a countywide planning committee or other community events to celebrate America's 250th Birthday. Find more at www.America250WA.org.

Council Board & Committee Assignments December 2024

<u>BOARD OR COMMITTEE</u>	<u>MEETING TIME</u>	<u>REPRESENTATIVE</u>
Affordable Housing Commission 501 N. Anderson Street Ellensburg, WA 98926 Dan Carlson 925-8653	1 st Wednesday Every Month (3 rd as needed) 4:30 p.m. Council Chambers	Palmer
Central Cascades Community Forest Group (Checkerboard Partnership) Mitch Long ‘mlong@kittitasconservationtrust.org 201 W. Pennsylvania Avenue, Suite 201/PO Box 428 Roslyn, WA 98941 509-649-2951	4 th Tuesday 10 am - noon (Zoom or Teanaway Grange)	Lillquist
Chamber of Commerce Liaison 609 N. Main Street Ellensburg, WA 98926 925-2002	No regular meeting	Thompson Heidi or Kelle
City Finance Committee Jerica Pascoe, Finance Director 501 N. Anderson Street Ellensburg, WA 98926 962-7205	Quarterly* (Jan, Apr, July, Oct) *Schedule TBD by Jerica	Miller Thompson Jerica Heidi
Diversity, Equity and Inclusion Commission Nicole Klauss 501 N. Anderson Street Ellensburg, WA 98926 925-8657	2 nd Tuesday Every Month (4 th as needed)	Goodloe
Lodging Tax Advisory Committee Kelle Vandenberg 501 N. Anderson Street Ellensburg, WA 98926 962-7149	1 st Wednesday Every Other Month 2:00 p.m. Council Chambers	Beauchamp
Utility Advisory Committee Buddy Stanavich 501 N. Anderson Street Ellensburg, WA 98926 962-7227	3 rd Thursday Every Month 3:30 p.m. Council Conference Room	Lillquist Goodloe
KITTCOM Administrative Board Rich Elliott 700 Elmview Road Ellensburg, WA 98926 925-8530	2 nd Thursday Every Month 1:30 p.m.	Beauchamp

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Kittitas County Airport Advisory Committee Airport Office 3110 N. Airport Road, Suite 1 Ellensburg, WA 98926	2 nd Wednesday Every Month 5:30 p.m.	Lillquist
Kittitas County Conference of Governments Candie Leader 962-7523	Airport Office 3 rd Wednesday 6:00 p.m. Location alternates between Upper and Lower County	Elliott Goodloe
Kittitas County EMS and Trauma Care Council Cheryl Burrows PO Box 821 Cle Elum, WA 98922 674-2932	1 st Thursday Even Months 7:00 p.m. Location alternates between Upper and Lower County	Elliott
Kittitas County Homelessness & Affordable Housing Committee 205 W. 5 th Street, Suite 108 Ellensburg, WA 98926 962-7508	1 st Monday 1:30 p.m. BOCC Auditorium	Goodloe
Kittitas County Law and Justice Council Kittitas County Courthouse 205 W. 5 th Street Ellensburg, WA 98926 Pat Gigstead 962-7670	3 rd Wednesday Every Month 8:00 a.m. BOCC Auditorium	Palmer
Fire Relief & Pension Board Beth Leader, City Clerk 501 N. Anderson Street Ellensburg WA 98926 925-8614	AS NEEDED	Lillquist
Kittitas County Developmental Disabilities Advisory Committee 205 W. 5 th Street Ellensburg WA 98926 Kasey Knutson/Mandy Buchholz 925-7090	2 nd Tuesday Every Other Month 6:00 p.m.	Elliott
Kittitas County Disability Board (LEOFF) Walter Stebok 962-7531	4 th Wednesday Each Month 8:00 a.m. BOCC Conference Room	Lillquist
LEOFF I Beth Leader, City Clerk 501 N. Anderson St Ellensburg WA 98926 925-8416	4 th Wednesday Each Month 8:00 a.m. BOCC Conference Room	Lillquist Thompson

<u>BOARD OR COMMITTEE</u>	<u>MEETING TIME</u>	<u>REPRESENTATIVE</u>
Yakima Basin Fish and Wildlife Recovery Board Alex Conley 1200 Chesterly Drive, Suite 280 Yakima, WA 98902 509-453-4104	One Thursday Afternoon Every Other Month 2:00 p.m.	Lillquist
Kittitas County Solid Waste Advisory Committee Patti Stacie 925 Industrial Way Ellensburg WA 98926 962-7070	AS NEEDED (Generally 2 times per yr.) 6:30 p.m.	Palmer
Steer I-90 Coalition Commissioner Osiadacz 962-7569		Palmer
ASCWU-BOD Liaison President Malik Cantu ASCWU.President@cwu.edu Advisor Joseph Bryant Joseph.Bryant@cwu.edu 400 East University Way Ellensburg, WA 98926 963-1693		Thompson
Public Transit Advisory Committee 501 N. Anderson Street Ellensburg, WA 98926 Betsy Dunbar 925-8680	3 rd Tuesday 3:30 p.m.	Miller
Kittitas County Health Network 700 E. Mountain View Avenue, Suite 501 Ellensburg, WA 98926 Susan Grindle 509-925-1448	3 rd Wednesday 4:00 p.m.	Elliott

COUNCIL LIAISONS TO BOARDS AND COMMISISIONS

Arts Commission – Miller	2 nd Thursday at 4:00 p.m.
Environmental Commission – Lillquist	3 rd Wednesday at 5:15 p.m.
Landmarks and Design Commission – Thompson	1 st and 3 rd (as needed) Tuesday at 5:45 p.m.
Library Board – Beauchamp	2 nd Tuesday at 4:30 p.m.
Parks & Recreation Commission – Thompson & Beauchamp	2 nd Wednesday at 5:30 p.m.
Planning Commission – Miller	2 nd Thursday at 5:45 p.m.

* Mayor is alternate for all liaison assignments



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SHARING HISTORY

Lorraine Ralston

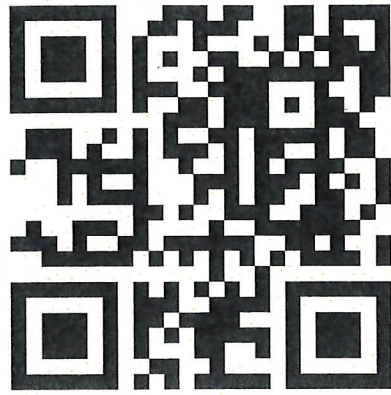
250 Coordinator

info@america250wa.org

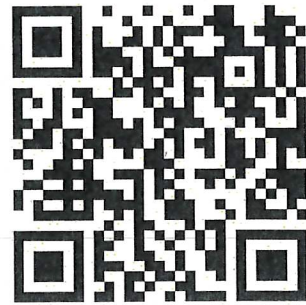
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