# CITY COUNCIL AGENDA

## January 21, 2025

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

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_8NujLOu2Qn-9kI35FA3DOw

The 6 p.m. Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

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

***AMERICANS WITH DISABILITIES ACT***

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

# COUNCIL MEETING

# GUIDELINES FOR PUBLIC PARTICIPATION

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

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

## SUBMISSION OF WRITTEN COMMENTS

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

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

## PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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

## PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

## PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

## CONSENT AGENDA

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

## AGENDA ITEMS

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

## PUBLIC HEARINGS

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

1. When recognized,

   If attending in the Council Chambers, approach the microphone provided on the right side of the room.

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

**CITY OF ELLENSBURG**
**CITY COUNCIL AGENDA**
**Council Chambers**
**501 North Anderson Street**
**Ellensburg, WA 98926**
**And remotely via Zoom**
**Tuesday, January 21, 2025**
**6:00 PM – Study Session**
**7:00 PM - Regular Meeting**

**Joint Study Session with Public Transit Advisory Committee** (No Public Comment)

A Transportation Benefit District (TBD) - Renewing and Creating Flexibility in Ellensburg's TBD in 2025 6

**Pledge of Allegiance**

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

2. **Proclamations** (No Public Comment)

3. **Awards and Recognitions**

3.A Introduction of new KVFR Fire Chief, DJ Goldsmith and Deputy Chief, Chris Moen

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 January 6, 2025 Regular Meeting 8

5.B Approve Minutes of January 6, 2025 Study Session 12

5.C Acknowledge Minutes of Boards and Commissions 13

5.D Approve University Way Banner Request from Air Force ROTC - November 4-10, 2025 20

5.E City-County Library Services Agreement 21

5.F State and Local Government Cybersecurity Grant Program (23SLGCP) Agreement 25

5.G Project Acceptance for 2024 Cured in Place Sewer Line Rehabilitation 69

5.H Change Order to Agreement for Professional Services for the Engineering and

Agenda #A

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Transportation Benefit District (TBD) - Renewing and Creating Flexibility in Ellensburg's TBD in 2025 |
| **Submitted by:** | Heidi Behrends Cerniwey, City Manager |
| **Department:** | City Manager |

**Suggested Motion/Action:**
This item is for discussion purposes only.

**Background/Summary:**
Voters in Ellensburg approved formation of a Transportation Benefit District (TBD) and 0.2% sales and use tax revenue for public transportation system (transit) funding in 2016, for a ten-year period. To continue, this funding must be renewed by voters before September 2026.

The City's adopted 2025-2026 Biennial Budget included--among other adaptations--shifted use of TBD restricted revenues by renewing the voted 0.2% transportation benefit district funding, currently limited to transit services and set to expire on September 30, 2026. This will require a public vote in 2025. Transit has been consistently successful in acquiring grants and steadily gaining fund balance, while street maintenance projects have increased dependence on unrestricted sales tax, thereby reducing the available balance for other governmental activities such as parks, police, library, and administrative services. The budget anticipates reallocation of the voted funds, expanding the use to have more flexibility for street maintenance and continued transit services in 2026. This would be more consistent with how other communities fund street maintenance activities.

Transportation Benefit District (TBD) formation and funding is guided by Chapter 36.73 RCW, with relevant standards in RCW 82.14.0455; 36.73.040(3)(a); and 36.73.065(1).

At the study session, staff will review legal, financial, and operational aspects and trade-offs of renewing the Transportation Benefit District with increased flexibility for funding transportation system maintenance in addition to transit system activities.

**Previous Council Action:**
The City's adopted 2025-2026 Biennial Budget included shifted use of TBD restricted revenues by renewing the voted 0.2% transportation benefit district funding in 2025. Additional actions will be reviewed in the presentation at the study session.

**Analysis:**
Staff will provide an analysis of this action during the study session presentation.

**Financial Impact:**
This is a discussion item only.

Budget Adjustment: No

**Attachments:**
None

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

| | |
|---|---|
| **CITY OF ELLENSBURG** | **Minutes of City Council, Regular Meeting** |
| **Date of Meeting** | **January 6, 2025** |
| **Time of Meeting** | **7:00 PM** |
| **Place of Meeting** | **Council Chambers<br>501 North Anderson Street<br>Ellensburg, WA 98926<br>And remotely via Zoom** |

**Pledge of Allegiance**
The Pledge of Allegiance was led by Councilmember Lillquist

**1. Call to Order and Roll Call**
Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, Delano Palmer, Joshua Thompson

Members Absent: David Miller

Councilmember Goodloe moved to approve an excused absence for Councilmember Miller. **Motion Approved 6-0**

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Housing and Grants Administrator Frey, Library Director Camarillo, Assistant City Attorney Reiman and approximately ten members of the public

Others present remotely via Zoom: Three members of the public

**2. Proclamations**

**3. Awards and Recognitions**

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

**5. Consent Agenda**

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

5.B Acknowledge Minutes of Boards and Commissions

5.C Acknowledge Reappointment of Larry Loveless to LEOFF 1 Disability Board

5.D Tree Inventory, Urban Forest Management Plan & Municipal Tree Ordinance Services Agreement

5.E Project Acceptance - Bid Call 2024-13 City Wide Crosswalk Striping

5.F Approve January 6, 2025 Voucher Listing

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

**6. Petitions, Protests, and Communications**

6.A Approve the appointment of Emily Brown-Pratz to the Library Board (Public Comment Opportunity)
Josephine Camarillo, Library Director, introduced Emily Brown-Pratz, who spoke about her interest in serving on the Library Board.

Councilmember Palmer moved to approve the appointment of Emily Brown-Pratz to the Library Board. **Motion Approved 6-0**

**7. Citizen Comment on Non-agenda Issues**

- William Coleman, Kittitas resident, spoke regarding public comment on the Pizza Klatch program at the December 16, 2024 meeting
- DJ Goldsmith, new Kittitas Valley Fire and Rescue Chief, introduced himself to Council

**8. Business Requiring Public Hearings**

8.A Public Hearing to Consider Title 15 Land Development Code Amendments and First Reading of Ordinance 4953 (Public Comment Opportunity)
Mayor Elliott opened the public hearing. Dan Carlson, Community Development Director, presented information in the staff report.

Written public comments from three individuals were provided to Council on the dais and added to the public record of the hearing.

Klaus Holster, owner of Aspen Circle apartments, spoke in favor of the proposed amendments.

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

The public hearing was reopened for staff to answer a question from Councilmember Palmer whereafter Mayor Elliott again closed the public hearing.

Councilmember Lillquist moved to approve conducting first reading of Ordinance 4953. **Motion Approved 6-0**

**9. Introduction and Adoption of Ordinances and Resolutions**

**10. Unfinished Business**

## 11. New Business

11.A Housing & Related Services Revenue Allocation Framework Review (Public Comment Opportunity)
Lily Frey, Housing and Grants Administrator, presented information in the staff report.

Councilmember Palmer moved to adopt the amended revenue allocation framework. **Motion Approved 6-0**

## 12. Miscellaneous

12.A Manager's Report (No Public Comment)
Heidi Behrends Cerniwey, City Manager, presented information in the Manager's Report.
A request for action was requested to reallocate 2025 Council Grant funding awarded to, but declined by, Care Net Pregnancy Center.

Councilmember Goodloe moved to reallocate $3,000 to the Kittitas County Health Network and $1,023.54 to the Eastside Opportunity Center. **Motion Approved 6-0**

Council reviewed Board and Commission assignments. Councilmember Palmer will serve on the Utility Advisory Commission and Councilmember Goodloe will serve on the LEOFF 1 Disability Board.

It was suggested to hold a joint study session with the Public Transit Advisory Commission to discuss the Transportation Benefit District on January 21, 2025.

Councilmember Palmer moved to set a Special Study Session for January 21, 2025 at 6:00 pm to discuss the Transportation Benefit District. **Motion Approved 6-0**

There was a letter of support on the dais for the Mayor's signature regarding the Kittitas County BEAD Application.

Councilmember Goodloe moved to approve the Mayor's signature on the letter of support for the Kittitas County BEAD Application. **Motion Approved 6-0**

Mayor Elliott spoke about the joint meeting with the Yakama Nation on March 4, 2025.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Lillquist attended the LEOFF 1 Disability meeting, County Homelessness and Affordable Housing Committee meeting, she expressed excitement for the urban forest management work approved on the consent agenda, and participated in an Environmental Commission interview

- Councilmember Palmer visited the Cold Weather Center on December 23rd and spoke regarding his comments made at the end of the December 16th meeting
- Mayor Elliott shared information from the Yakima Basin Fish & Wildlife Board and gave an update regarding the Ellensburg Animal Shelter

**13. Executive Session**

**14. Adjournment**
Meeting adjourned at 7:53 pm

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Mayor

ATTEST: ____________________________
City Clerk

**CITY OF ELLENSBURG** — **Minutes of City Council, Study Session**

| | |
|---|---|
| **Date of Meeting** | **January 6, 2025** |
| **Time of Meeting** | **6:00 PM** |
| **Place of Meeting** | **Council Chambers**<br>**501 North Anderson Street**<br>**Ellensburg, WA 98926**<br>**And remotely via Zoom** |

**Study Session**
Councilmembers Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, Delano Palmer

Joshua Thompson arrived at 6:25 pm

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

Others present remotely via Zoom: No members of the public

A Kittitas County Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) Overview
McKenzie Carter, from Kittitas County Health Department, presented information concerning the Assessment and Plan. Council asked questions. Chelsey Loeffers, Kittitas County Public Health Department Director, spoke and answered questions.

Heidi Behrends Cerniwey, City Manager, spoke about Council Priorities and information and resources available in the community.

**14. Adjournment**
Meeting adjourned at 6:32 pm

___________________________
Mayor

ATTEST: ___________________________
City Clerk

| | |
|---|---|
| | **Minutes of Diversity, Equity & Inclusion** |
| **CITY OF ELLENSBURG** | **Commission Meeting** |
| **Date of Meeting** | **December 10, 2024** |
| **Time of Meeting** | **3:00 PM** |
| **Place of Meeting** | **Council Chambers & Zoom** |

**1. <u>Call to Order and Roll Call</u>**
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, Amber Hoefer, M. Eliatamby-O'Brien, Alex Mandujano, and Serena Turney.

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; Cyndi LaChappelle, Executive Assistant to the City Manager, and two members of the public via Zoom.

**2. <u>Approval of the Agenda</u>**
Commissioner Backlund moved to approve the agenda. Commissioner Cleary seconded the motion. There was no discussion **Motion approved 7-0.** (Commissioner Turney had not yet joined the meeting).

**3. <u>Approval of Minutes from November 12, 2024 and November 20, 2024 DEI Commission Meetings</u>**
Commissioner Carnell moved to approve the minutes from the November 12 and November 20, DEI Commission Meeting. Commissioner Backlund seconded the motion. There was no discussion. **Motion approved 7-0.** (Commissioner Turney had not yet joined the meeting).

**4. <u>New Business</u>**
A. Spending Plan Update
Klauss provided an update on the 2025 spending plan, which was approved minus the $1,400 in funding for the listening tours/pizza klatch program. Council requested the DEI Commission go back before them with an updated proposal for the remaining $1,400, not to include the pizza klatch program.

Commissioner Cleary made a motion to recommend $400 from the $1,400 go toward the Listening Tour budget in 2025. Commissioner Backlund seconded the motion. Chair Goodloe called for discussion.

During discussion, the Commission expressed interest in responding to the City Council's decision. Staff mentioned public comment was an option. The Commission discussed asking the City Council for more time to actually weigh in as an advisory commission and to correct inaccuracies that may have been presented. The

Commission asked about the process to call for a vote to be reconsidered. A subcommittee of Cleary, Hoefer, Eliatamby-O'Brien, and Carnell will work on a memo to the City Council. Commission members will reach out to City Councilmembers to request additional discussion. **Motion approved 8-0.**

Goodloe made a motion to put the $1,000 into reserve until the Commission recommends allocating it to a specific activity. Commissioner Backlund seconded the motion. During discussion Commissioner Divine expressed interest in seeing more money be allocated toward the retreat when the funds are discussed in the new year. **Motion approved 8-0.**

B. Revisit Listening Tour Policy
There was some miscommunication about which copy of the policy to provide comment on. The Commission recommended moving this topic to the January meeting for additional time to provide feedback to Commissioner Backlund. Staff will send out the current version for review.

C. Discussion on Name Change
The topic was presented because some organizations are moving away from names with diversity, equity, and inclusion in them. The Commission discussed consideration of a name change. The Commission was in favor of keeping the current name because changing the name would not change what the Commission does. Some expressed that consistency is key and the Commission is already established. The Commission decided not to pursue further action on this topic.

**5. <u>Liaison Reports</u>**
CWU liaison Charlita Shelton reported on what some states and colleges are doing related to diversity efforts. CWU has a robust DEI speaker program in the new year.

**6. <u>Subcommittee Reports</u>**
Proclamation Subcommittee: No report.
Grant Subcommittee: A grant report from KEEN was attached to the agenda packet.
Listening Tour Subcommittee: There is a listening tour in January with CWU's Equity & Services Council on campus. Turney reported on the listening tour at Helen House, noting people mentioned feeling unsafe because they had been discriminated against. Some positives were that they are seeing more safe space stickers in the community. Staff will send all listening tour reports from 2024 to the subcommittee to put together an annual report that can be shared with City Council.

**7. <u>Commission Member Reports</u>**
Goodloe reported attending the League of Women Voters panel with Carnell and Backlund. The panel included KVH and CWU.

Commissioner Divine reported that the Farmers Market board meets the same time as the DEI Commission, so she will request an excused absence for an upcoming meeting so she can make the connection with the Farmers Market members.

**8. Staff Report**
Klauss reported that email notifications were sent to grant recipients to get their reports and receipts turned in before the end of the year.

**9. Public Comments**
Chair Goodloe called for public comment. One member of the public attending remotely, spoke regarding topics unrelated to Commission business and was muted.

**Next Meeting January 14, 2025**
Topics: Revisit Listening Tour Policy, ESD DOJ Update, Review Commission Work Plan, Annual Reminders, and Elect New Vice-Chair.

Meeting adjourned at 4:15 p.m.

Nicole Klauss
**Drafted: 12/11/2024**
**Approved: 1/14/2025**

CITY OF ELLENSBURG | LIBRARY BOARD
Date of Meeting: December 10, 2024
Time of Meeting: 4:30 p.m.
Place of Meeting: 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 4:30 p.m.

## II. ATTENDANCE

PRESENT: Josh Aubol, Vikki Carpenter, Marty Blackson, Mary James, Melina Meador, Rich Moreno
COUNCIL LIASON: Sarah Beauchamp
ABSENT: Andreina Delgado,
STAFF: Josephine Camarillo, Heidi Behrends-Cerniwey
GUESTS: Emily Brown-Pratz

## III. APPROVAL OF AGENDA

Motion made by Moreno to approve the agenda, motion seconded, **motion approved**. Motion passed 6-0.

## IV. APPROVAL OF MINUTES

Motion made by Carpenter to approve October 2024 minutes, motion seconded, **motion approved**. Motion passed 6-0.

## V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

None

## VI. REPORTS

A. Director Report: Director presented at the All City Staff meeting on November 20th along with other City Directors on department highlights and current happenings. Library services were featured with an estimated cost savings of $200 a month for every patron. Staff participated in the Kittitas Co. Homelessness Housing Plan focus group. City Manager and Attorney toured the archives. Circulation down in November mostly due to library closure on Thanksgiving and the day after. Overall, circulation is up 1%.

B. Budget Report: Budget continues to be on track.

C. Friends of the Library Report: No report.

D. City Manager Visit: Heidi attended meeting to visit with Board members.

VII. UNFINISHED BUSINESS

A. Birthday Celebration: Wednesday, January 15, 2025 5pm-7pm. Action items as follows:
   a. Melina- Kael Bartness Trio will perform.
   b. Andreina- flier will be updated with new time frame
   c. Richard- Will submit article for Daily Record regarding library birthday celebration.
   d. Sarah- The Mule will help cater food.

B. Library Board Advocacy Board seat:
   a. One candidate applied. Interview will take place next week.

C. Board Chair/Co-Chair position
   a. Richard Moreno accepted nomination for Board Chair for 2025 and Vikki accepted renewal for Board Co-Chair for 2025. **Motion made by James to accept 2025 slate of officers, motion seconded, motion approved. Motion passed 6-0.**

VIII. NEW BUSINESS

A. Ellensburg Morning Rotary presentation, January 9, 2025, 7am at the Palace
   a. Upcoming Board Chair Moreno will co-present with Library Director.

IX. UPCOMING PROGRAMS/EVENTS

Upcoming events presented.

X. UNSCHEDULED BUSINESS

None

XI. NEXT MEETING

Tuesday, January 14, 2025, at Council Conference Room, City Hall/ ZOOM

XII. ADJOURNMENT

With no further discussion, the meeting was adjourned by Moreno at 5:26 p.m.

Respectfully submitted,
Josephine Camarillo, staff

CITY OF ELLENSBURG
**Minutes of Lodging Tax Advisory Committee, Regular Meeting**

| | |
|---|---|
| **Date of Meeting** | **October 21, 2024** |
| **Time of Meeting** | **9:00 AM** |
| **Place of Meeting** | **Hotel Windrow, Broiler Room 502 N. Main Street<br>Ellensburg, WA 98926<br>And remotely via Zoom** |

## 1. Call to Order and Roll Call

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

## 2. Approval of Agenda

2.A Motion: Move to approve the October 21, 2024, Lodging Tax Advisory Committee Meeting Agenda.
By: Carmen Wiggins
Seconded by: Marie Smith
All in Favor: All
Opposed: None
Abstained: None
Motion carries

## 3. Approval of Minutes

3.A Approval of September 11, 2024, Lodging Tax Advisory Committee meeting minutes.
Motion: Move to approve September 11, 2024, Lodging Tax Advisory Committee meeting minutes.
By: Janie Zencak
Seconded: Lacie Dawson
All in Favor: All
Opposed: None
Abstained: None
Motion Carries

## 3. CLTAC Update

No update at this time

**4. <u>New Business</u>**

4.A Request for Proposal for Unity Park Visitor Center Staffing
Staff presented potential upcoming RFP regarding concierge staffing for VC at Unity Park. Will bring back to committee when ready for review.

4.B Committee Member Expiration and Reappointment Discussion: Reminder and discussion of upcoming committee members term expiration. LTAC member Janie Zencak submitted resignation effective December 1, 2024.

**5. <u>Unfinished Business</u>**

5.A Reviewed and scored LTAC 2025 Grant Submissions and Recommendations

**6. <u>Budget Update</u>**

6.A Revenue and Expense Update
Staff reviewed current numbers with the committee.

**7. <u>Citizen Comment</u>**

No comment

**<u>6. Adjournment</u>**

With no further business, the meeting was adjourned at 12:45 pm.

Respectfully Submitted,
Kelle Vandenberg
Drafted: 11/15/24
Approved By:

# Central Washington University
# University Way Banner Request Form

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

Name of Event/Program: AFROTC POW/MIA Banner

Contact Person: Sara Seigler Phone Number: 509-963-2276

Banner Hang Dates (Tuesday-Monday): November 4-November 17, 2025

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

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


* Example of a correctly made banner.

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

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

Important Notes:

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

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

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

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

City of Ellensburg approved by: ______________________ Date: ______________________

Disapproval/Reasons: ____________________________________________

____________________________________________

Updated July 15, 2022

Agenda #5.E

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

**Agenda Subject:** City-County Library Services Agreement
**Submitted by:** Josephine Camarillo, Library Director
**Department:** Library

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**Suggested Motion/Action:**
Authorize the Mayor to sign the 2025 City-County Library Services Agreement

**Background/Summary:**
On October 11, 2024, the Kittitas County Regional Library Advisory Board, consisting of the cities of Ellensburg, Kittitas, Roslyn and Cle Elum City libraries, submitted their annual funding request for library services for 2025 to the Kittitas County Commissioners. The Ellensburg Public Library requested $123,000 from the County for the year 2025 to help with the costs of serving county residents. The County has agreed to pay $123,000 for contract services with the Ellensburg Public Library to provide library services. This is a $3,000 increase from the 2024 funding level.

The 2025 City-County Interlocal Agreement for Library Services was approved by the Kittitas County Board of Commissioners on December 17, 2024.

**Previous Council Action:**
Council approved the 2024 City-County Services Agreement at its January 16, 2024 meeting,

**Analysis:**
Library usage by Kittitas County residents comprises at least 44% of our current cardholders. During our annual summer reading program, 34% of youth participants are county residents.

**Financial Impact:**
The sum of $123,000 will help cover additional costs to provide materials and services to county residents. It is included in the 2025 budget.

Budget Adjustment: No

**Attachments:**
1. 2025 City-County Library Services Agreement

RECEIVED

DEC 24 2024

CITY CLERK'S OFFICE

Kittitas County, Washington

# BOARD OF COUNTY COMMISSIONERS

| District One | District Two | District Three |
|---|---|---|
| Cory Wright | Laura Osiadacz | Brett Wachsmith |

To: City of Ellensburg Clerk
501 N. Anderson Street
Ellensburg, WA 98926

Date: December 18, 2024

Subject: City of Ellensburg – 2025 County Library Agreements

From: Julie Kjorsvik, Clerk of the Board

☐ Original document returned for your information & records.

☐ Copy for your information & records.

☐ Please sign and return all enclosed documents to our office at your earliest convenience *(a fully executed document will be returned to you).*

☑ Please sign and return a fully executed original back to our office at your earliest convenience.

If you have any questions, please feel free to contact our office at your convenience.
Thank you.

Kittitas County Courthouse · 205 West 5th Avenue, STE 108 · Ellensburg, WA 98926
(509) 962-7508 · FAX (509) 962-7679
www.co.kittitas.wa.us

**CITY-COUNTY LIBRARY SERVICES AGREEMENT**
**CITY OF ELLENSBURG**

THIS AGREEMENT is entered into on this 17th of December 2024, between the City of Ellensburg ("City") and Kittitas County ("County"), whereby the City, in return for stated consideration, agrees to provide library services to residents of the County.

WHEREAS, the Ellensburg City Council desires to make available to all County Citizens the materials of the Ellensburg Public Library, upon certain terms and conditions; and

WHEREAS, the County desires to contract for library services from the Ellensburg Public Library for all its residents, and is willing to provide payments from its current revenues to assist in obtaining and reducing the costs of such services for its residents; Now, Therefore,

The parties AGREE as follows:

1. Services. The usual public library services provided by the Ellensburg Public Library will be provided to all residents of the County who come to the library to use its facilities in accordance with its rules, regulations, operating policies and procedures. This includes the ability to borrow or check out library materials for persons who reside in the unincorporated areas of the County.

2. Compensation. Kittitas County shall pay directly to the City the sum of $123,000.00 as a subsidy to the City for Library services provided annually to unincorporated County residents from January 1, 2025, through December 31, 2025. Payment shall be made on a quarterly basis on the last day of March, June, September and December. Payments shall be made at such times as to allow their receipt and deposit before the last business day of the month due.

   County residents who reside in an unincorporated area of the County may obtain a library card from the City, allowing them to borrow or check out library materials at the City of Ellensburg Public Library.

3. Records. The following statistics shall be compiled and maintained by the Ellensburg Public Library and reported to the Kittitas County Board of Commissioners annually:

   (a) The number of individuals receiving library cards;
   (b) Statistics on library materials circulation comparative to the previous year's circulation statistics; and
   (c) Comparative statistics reflecting the services received by residents of unincorporated Kittitas County to the total services provided by the Library.

4. Amendments. Any amendment to this agreement shall be in writing and shall be only as specifically authorized by the Kittitas County Board of County Commissioners and the Ellensburg City Council.

5. Duration of Agreement. This agreement shall take effect January 1, 2025, and shall continue in effect for a period of one year until December 31, 2025; SUBJECT, HOWEVER, to the County's right to cancel or terminate the agreement, without penalty or obligation by the County for further payment, at any time for any reason during said period on a prorated basis and to recover as refund from the City of Ellensburg any prepayment made by the County for remaining unused portions of the County's quarterly payment, upon Thirty (30) Days written notice by the County to the City of Ellensburg, sent certified mail, return receipt requested.

DATED this 17th day of December 2024.

| | |
|---|---|
| **BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY, WASHINGTON** | **CITY OF ELLENSBURG** |
| **Brett Wachsmith, Chairman** | **Mayor** |
| **Laura Osiadacz, Vice-Chairman** | |
| **Cory Wright, Commissioner** | |
| **ATTEST:** | **ATTEST:** |
| **Julie Kjorsvik, Clerk of the Board** | **City Clerk** |
| County Commissioners SEAL Kittitas County Washington | |
| **Approved as to form:** | **Approved as to form:** |
| **Kittitas County Prosecuting Attorney** | **City Attorney** |

*Agenda #5.F*

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | State and Local Government Cybersecurity Grant Program (23SLGCP) Agreement |
| **Submitted by:** | Jim Goeben, IT Director |
| **Department:** | Information Technology |

**Suggested Motion/Action:**
Authorize the Mayor, City Manager, and staff to execute the 23SLCGP grant agreement and authorize the necessary budget amendments.

**Background/Summary:**
The City of Ellensburg was awarded $83,500 to assist with managing and reducing systemic cyber risk. The grant award includes three projects to procure specific cybersecurity hardware and software. The funding authority is the Washington Military Department and the US Department of Homeland Security. The grant agreement end date is September 30, 2025.

**Previous Council Action:**
On December 2, 2024, in Ordinance 4950, Council adopted the 2025/2026 Biennial Budget which included licensing renewal costs for the hardware and software purchased through this grant.

**Analysis:**
To accept the grant and receive reimbursement funds, the City will need to execute the attached grant agreement.

**Financial Impact:**
This grant program has no matching fund requirement. Additional budget/expenditure authority, offset with the grant revenue, is necessary to accommodate this program.

Budget Adjustment: Yes

**Attachments:**
1. E25-325 City of Ellensburg 23SLCGP
2. Form - Debarment Certification
3. Form - SAF PDF FILLABLE 8.27.2024

**Washington Military Department**
**STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

| | | |
|---|---|---|
| 1. Subrecipient Name and Address:<br>**City of Ellensburg**<br>**501 N. Anderson St.**<br>**Ellensburg, Washington 98926** | 2. Grant Agreement Amount:<br>**$83,500** | 3. Grant Agreement Number:<br>**E25-325** |
| 4. Subrecipient Contact, phone/email:<br>**Jim Goeben, 509-925-8617**<br>**goebenj@ellensburgwa.gov** | 5. Grant Agreement Start Date:<br>**December 1, 2023** | 6. Grant Agreement End Date:<br>**September 30, 2025** |
| 7. Department Contact, phone/email:<br>**Deborah Henderson, 253-512-7470**<br>**deborah,henderson@mil.wa.gov** | 8. Unique Entity Identifier (UEI):<br>**SFRMWQVG79M5** | 9. UBI # (state revenue):<br>**192-000-016** |

10. Funding Authority:
**Washington Military Department** (the Department) and the **U.S. Department of Homeland Security** (DHS)

| | | |
|---|---|---|
| 11. Federal Funding Identification #:<br>**EMW-2023-CY-00042** | 12. Federal Award Date:<br>**12/7/2023** | 13. Assistance Listings # & Title:<br>**97.137 – 23SLCGP** |

| | | |
|---|---|---|
| 14. Total Federal Award Amount:<br>**$7,403,503** | 15. Program Index # & OBJ/SUB-OBJ:<br>**735C3 (State), 735C4 (Local-Rural), 735C5 (Local-Not Rural) / NZ** | 16. EIN<br>**91-6001245** |

| | | |
|---|---|---|
| 17. Service Districts:<br>BY LEGISLATIVE DISTRICTS: **13**<br>BY CONGRESSIONAL DISTRICTS: **8** | 18. Service Area by County(ies):<br>**Kittitas** | 19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO<br>☐ YES, OMWBE #_________ |

| | |
|---|---|
| 20. Agreement Classification<br>☐ Personal Services ☐ Client Services ☒ Public/Local Gov't<br>☐ Research/Development ☐ A/E ☐ Other________ | 21. Contract Type (check all that apply):<br>☐ Contract ☒ Grant ☒ Agreement<br>☐ Intergovernmental (RCW 39.34) ☐ Interagency |
| 22. Subrecipient Selection Process:<br>☒ "To all who apply & qualify" ☐ Competitive Bidding<br>☐ Sole Source ☐ A/E RCW ☐ N/A<br>☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO | 23. Subrecipient Type (check all that apply)<br>☐ Private Organization/Individual ☐ For-Profit<br>☒ Public Organization/Jurisdiction ☐ Non-Profit<br>☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER |

24. PURPOSE & DESCRIPTION:

**The goal of the Federal Fiscal Year (FFY) 2023 State and Local Cybersecurity Grant Program (23SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services.**

**The Department is the Recipient and Pass-through Entity of the 23SLCGP DHS Award Letter for Grant No. EMW-2023-CY-00042 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.**

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable federal and state statutes and regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan, Timeline, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

________________________________________
Signature Date
Regan Anne Hesse, Chief Financial Officer
Washington Military Department

BOILERPLATE APPROVED TO FORM:
Alex Staub 12/7/2023
Assistant Attorney General

FOR THE SUBRECIPIENT:

________________________________________
Signature Date
Heidi Behrends Cerniway, City Manager
City of Ellensburg

APPROVED AS TO FORM (if applicable):

________________________________________
Signature Date

**Attachment A**

## SPECIAL TERMS AND CONDITIONS

## ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT | | DEPARTMENT | |
|---|---|---|---|
| Name | **Jim Goeben** | Name | **Deborah Henderson** |
| Title | **IT Director** | Title | **Program Coordinator** |
| Email | **goebenj@ellensburgwa.gov** | Email | **deborah.henderson@mil.wa.gov** |
| Phone | **(509) 925-8617** | Phone | **253-512-7470** |
| Name | **Ben Faubion** | Name | **Melissa Berry** |
| Title | **IT Manager** | Title | **Program Manager** |
| Email | **faubionb@ellensburgwa.gov** | Email | **melissa.berry@mil.wa.gov** |
| Phone | **(509) 925-8612** | Phone | **253-512-7065** |
| Name | | Name | **Grant Miller** |
| Title | | Title | **Program Assistant** |
| Email | | Email | **grant.miller@mil.wa.gov** |
| Phone | | Phone | **253-512-7145** |

## ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23SLCGP, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP)*" (hereafter "the NOFO") document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

### A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

#### 1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23SLCGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23SLCGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO , the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 23SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

**2. BUDGET, REIMBURSEMENT, AND TIMELINE**

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:

A. More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.

B. Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**3. REPORTING**

a. Biannual reports must be submitted to Reimbursements@mil.wa.gov in the format provided by the Department no later than the dates listed within the Timeline (Attachment F).

b. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.

c. With the final reimbursement request, the Subrecipient shall submit to Reimbursements@mil.wa.gov a final report in the format provided by the Department describing all completed activities under this Agreement.

d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

**4. EQUIPMENT AND SUPPLY MANAGEMENT**

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

   i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:

A. Description of the property;

B. Manufacturer's serial number, model number, or other identification number;

C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);

D. Assistance Listings Number (Face Sheet, Box 13);

E. Who holds the title;

F. Acquisition date;

G. Cost of the property and the percentage of federal participation in the cost;

H. Location, use and condition of the property at the date the information was reported;

I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1) Items with a current per-unit fair-market value of five thousand dollars ($5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of five thousand dollars ($5,000) may be retained or sold. The Subrecipient shall compensate the federal

awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2) and the Subrecipient shall notify Department Key Personnel to initiate approval by the federal awarding agency.

ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. Equipment purchases (those with a current per-unit fair market value in excess of $5,000) must be identified and explained to the Department. The use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.

c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, including provisions on technical standards that ensure and enhance interoperable communications.

e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

  i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

  ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

  iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

  This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200.* Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

  Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

  i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

  ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

  iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

  iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

f. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

## 6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.

c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:

   i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.

   ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

## 7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.

c. Monitoring activities may include, but are not limited to:

i. Review of financial and performance reports;

ii. Monitoring and documenting the completion of Agreement deliverables;

iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;

v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and

vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**
The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on https://www.lep.gov.

## B. SLCGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.

2. Subrecipients are required to annually complete the Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs to benchmark and measure progress of improvement in their cybersecurity posture. Due dates are included in the Timeline (Attachment F). For more information, visit Nationwide Cybersecurity Review (NCSR) (cisecurity.org).

3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.

4. Subrecipients may retain a maximum of up to five percent of the Grant Agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

## C. DHS TERMS AND CONDITIONS

As a subrecipient of 23SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department**
**GENERAL TERMS AND CONDITIONS**
**Department of Homeland Security (DHS)/**
**Federal Emergency Management Agency (FEMA)**
**Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (https://sam.gov/SAM/) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "*Debarred Contractor List*" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *"Debarred Vendor List"* (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “*Equal Employment Opportunity*” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “*Amending Executive Order 11246 Relating to Equal Employment Opportunity*,” and implementing regulations at 41 CFR part 60, “*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 <u>DISCLOSURE</u>

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 <u>DISPUTES</u>

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 <u>LEGAL RELATIONS</u>

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES
The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)
The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES
The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION
The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY
The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION
In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the “records”).

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys’ fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office**
**Washington Military Department**
**Finance Division, Building #1 TA-20**
**Camp Murray, WA 98430-5032**

**OR**

**Contracts.Office@mil.wa.gov**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**Attachment C**

# 23SLCGP Award Letter
# EMW-2023-CY-00042

## Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2023-CY-00042

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 State and Local Cybersecurity Grant Program has been approved in the amount of $7,403,503.00. As a condition of this award, you are required to contribute a cost match in the amount of $1,850,876.00 of non-Federal funds, or 20 percent of the total approved project costs of $9,254,379.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 489: Fiscal Year 2023 State and Local Cybersecurity Grant Program Allocation Amounts

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

**AGREEMENT ARTICLES**
**State and Local Cybersecurity Grant Program**

| | |
|---|---|
| **GRANTEE:** | Washington Military Department |
| **PROGRAM:** | State and Local Cybersecurity Grant Program |
| **AGREEMENT NUMBER:** | EMW-2023-CY-00042-S01 |

**TABLE OF CONTENTS**

| | |
|---|---|
| Article XVII | Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX |
| Article XVIII | E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety |
| Article XIX | Energy Policy and Conservation Act |
| Article XX | False Claims Act and Program Fraud Civil Remedies |
| Article XXI | Federal Debt Status |
| Article XXII | Federal Leadership on Reducing Text Messaging while Driving |
| Article XXIII | Fly America Act of 1974 |
| Article XXIV | Hotel and Motel Fire Safety Act of 1990 |
| Article XXV | John S. McCain National Defense Authorization Act of Fiscal Year 2019 |
| Article XXVI | Limited English Proficiency (Civil Rights Act of 1964 - Title VI) |
| Article XXVII | Lobbying Prohibitions |
| Article XXVIII | National Environmental Policy Act |
| Article XXIX | Nondiscrimination in Matters Pertaining to Faith-Based Organizations |
| Article XXX | Non-Supplanting Requirement |
| Article XXXI | Notice of Funding Opportunity Requirements |
| Article XXXII | Patents and Intellectual Property Rights |
| Article XXXIII | Procurement of Recovered Materials |
| Article XXXIV | Rehabilitation Act of 1973 |
| Article XXXV | Reporting of Matters Related to Recipient Integrity and Performance |
| Article XXXVI | Reporting Subawards and Executive Compensation |
| Article XXXVII | Required Use of American Iron, Steel, Manufactured Products, and Construction Materials |

**Article I - Summary Description of Award**

The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: $7,403,503 for the state of Washington. Of this amount, up to $370,175 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of $1,850,876 is the required cost share.

The terms of the approved Investment Justification(s) and Project Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

**Article II - SLCGP Performance Goal**

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

**Article III - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

**Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article V - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

**Article VI - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article VII - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article VIII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article IX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article X - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article XI - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XIII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XIV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

**Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2
C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**Article XIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

**Article XXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXIV - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

**Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

**Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXVIII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXXI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XXXII - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**Article XXXIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVI - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**Article XXXVIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XXXIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article XL - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

**Article XLI - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article XLII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

**Article XLIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XLIV - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article XLV - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article XLVII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

**Article XLVIII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article XLIX - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article L - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article LI - Funding Hold: Additional Information Required**

FEMA has placed a funding hold on this award, and $5,067,919 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following projects/investments.

All projects to be determined: $5,067,919

To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the projects/ investments listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer at fema-slcgp@fema.dhs.gov.

**BUDGET COST CATEGORIES**

| | |
|---|---|
| Personnel | $286,647.00 |
| Fringe Benefits | $108,926.00 |
| Travel | $8,625.00 |
| Equipment | $0.00 |
| Supplies | $3,125.00 |
| Contractual | $8,791,661.00 |
| Construction | $0.00 |
| Indirect Charges | $55,395.00 |
| Other | $0.00 |

| Obligating Document for Award/Amendment | | | | |
|---|---|---|---|---|
| 1a. AGREEMENT NO.<br>EMW-2023-CY-00042-S01 | 2. AMENDMENT NO.<br>*** | 3. RECIPIENT NO.<br>916001095G | 4. TYPE OF ACTION<br>AWARD | 5. CONTROL NO.<br>WX00697N2024T |

| | | |
|---|---|---|
| 6. RECIPIENT NAME AND ADDRESS<br>Washington Military Department<br>Building 20<br>Camp Murray, WA, 98430 - 5122 | 7. ISSUING FEMA OFFICE AND ADDRESS<br>FEMA-GPD<br>400 C Street, SW, 3rd floor<br>Washington, DC 20472-3645<br>POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS<br>FEMA Finance Center<br>430 Market Street<br>Winchester, VA 22603 |

| | | |
|---|---|---|
| 9. NAME OF RECIPIENT PROJECT OFFICER<br>Sierra Wardell | PHONE NO.<br>2535127121 | 10. NAME OF FEMA PROJECT COORDINATOR<br>Central Scheduling and Information Desk<br>Phone: 800-368-6498<br>Email: Askcsid@dhs.gov |

| | | | |
|---|---|---|---|
| 11. EFFECTIVE DATE OF THIS ACTION<br>12/07/2023 | 12. METHOD OF PAYMENT<br>PARS | 13. ASSISTANCE ARRANGEMENT<br>Cost Reimbursement | 14. PERFORMANCE PERIOD<br>**From:** 12/01/2023 **To:** 11/30/2027<br>**Budget Period**<br>12/01/2023 11/30/2027 |

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
|---|---|---|---|---|---|---|
| State and Local Cybersecurity Grant Program | 97.137 | 2024-IF-PA11-P410- -4101-D | $0.00 | $7,403,503.00 | $7,403,503.00 | See Totals |
| | | | **$0.00** | **$7,403,503.00** | **$7,403,503.00** | **$1,850,876.00** |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

| | |
|---|---|
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)<br>Sierra Wardell, Preparedness Grants Section Section Supervisor | DATE<br>Fri Dec 15 01:00:32 UTC 2023 |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title)<br>PAMELA SUSAN WILLIAMS, | DATE<br>Thu Dec 07 18:41:14 UTC 2023 |

## WORK PLAN

## FY 2023 State and Local Cybersecurity Grant Program

**PROJECT #1 TITLE** [redacted]

**PROJECT DESCRIPTION**

[redacted]

**GAP BEING ADDRESSED**

[redacted]

**IMPACT**

[redacted]

**OUTCOME**

[redacted]

---

**PROJECT #2 TITLE** [redacted]

**PROJECT DESCRIPTION**

[redacted]

**GAP BEING ADDRESSED**

[redacted]

[redacted]

**IMPACT**

[redacted]

**OUTCOME**

[redacted]

---

| PROJECT #3 TITLE | [redacted] |
|---|---|

**PROJECT DESCRIPTION**

[redacted]

**GAP BEING ADDRESSED**

[redacted]

**IMPACT**

[redacted]

**OUTCOME**

[redacted]

# BUDGET

## FY 2023 State and Local Cybersecurity Grant Program

*City of Ellensburg*

**AGREEMENT AMOUNT** **$83,500**

### PROJECT #1

| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | TOTAL |
|---|---|---|---|---|---|---|---|
| | SOLUTION AREA | | | | | | |
| Salaries & Benefits | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Supplies | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Travel/Per Diem | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Contractor/Consultant | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Passthrough | $0 | $0 | $0 | $0 | $0 | | **$0** |
| Other | $0 | $0 | $9,000 | $0 | $0 | $0 | **$9,000** |
| Equipment | | | $0 | | | | **$0** |
| *SUBTOTAL* | $0 | $0 | $9,000 | $0 | $0 | $0 | $9,000 |
| Indirect | | | | | | | **$0** |
| ***TOTAL*** | **$0** | **$0** | **$9,000** | **$0** | **$0** | **$0** | **$9,000** |

### PROJECT #2

| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | TOTAL |
|---|---|---|---|---|---|---|---|
| | SOLUTION AREA | | | | | | |
| Salaries & Benefits | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Supplies | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Travel/Per Diem | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Contractor/Consultant | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Passthrough | $0 | $0 | $0 | $0 | $0 | | **$0** |
| Other | $0 | $0 | $0 | $0 | $0 | $0 | **$0** |
| Equipment | | | $68,000 | | | | **$68,000** |
| *SUBTOTAL* | $0 | $0 | $68,000 | $0 | $0 | $0 | $68,000 |
| Indirect | | | | | | | **$0** |
| ***TOTAL*** | **$0** | **$0** | **$68,000** | **$0** | **$0** | **$0** | **$68,000** |

### PROJECT #3

| | PLANNING | ORGANIZATION | EQUIPMENT | TRAINING | EXERCISE | M&A | TOTAL |
|---|---|---|---|---|---|---|---|
| | SOLUTION AREA | | | | | | |
| Salaries & Benefits | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Supplies | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Travel/Per Diem | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Contractor/Consultant | $0 | $0 | | $0 | $0 | $0 | **$0** |
| Passthrough | $0 | $0 | $0 | $0 | $0 | | **$0** |
| Other | $0 | $0 | $6,500 | $0 | $0 | $0 | **$6,500** |
| Equipment | | | $0 | | | | **$0** |
| *SUBTOTAL* | $0 | $0 | $6,500 | $0 | $0 | $0 | $6,500 |
| Indirect | | | | | | | **$0** |
| ***TOTAL*** | **$0** | **$0** | **$6,500** | **$0** | **$0** | **$0** | **$6,500** |

# TIMELINE

## FY 2023 State and Local Cybersecurity Grant Program

| ***DATE*** | ***TASK*** |
|---|---|
| December 1, 2023 | Grant Agreement start date |
| NLT December 30, 2024 | Complete NCSR |
| July 15, 2025 | Submit Progress Report<br>** time period 12/1/2023 - 6/30/2025* |
| September 30, 2025 | Grant Agreement end date |
| November 14, 2025 | Submit Final Reimbursement Request and Closeout Report |

| | |
|---|---|
| *October 1st annually* | *Nationwide Cybersecurity Review (NCSR) opens for input*<br>*https://www.cisecurity.org/ms-isac/services/ncsr* |

# BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The Subrecipient's contractors and subcontractors must sign and submit the following certification to the next tier, with the Subrecipient forwarding to the Department Key Personnel for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver.

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

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], ______________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_______________________________________________________
Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title
Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____
Date

# Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

| NAME<br>City of Ellensburg | | Doing business as (DBA) | |
|---|---|---|---|
| ADDRESS<br>501 N Anderson ST<br>Ellensburg WA 98926 | **Applicable Procurement or Solicitation #, if any:** | WA Uniform Business Identifier (UBI)<br>SFRMWQVG79M5 | Federal Employer Tax Identification #:<br>91-6001245 |
| **This certification is submitted as part of a request to contract.** | | | |

## Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

**The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

Bidder or Contractor Signature: ______________________ Date: 1/21/2025

Print Name and Title: Heidi Behrends Cerniwey, City Manager

# FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

## (FREQUENTLY ASKED QUESTIONS)

**What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?**
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

**Why am I required to sign this certification?**
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

**What is Executive Order 12549?**
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

**What is the purpose of this certification?**
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

**What does the word "proposal" mean when referred to in this certification?**
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

**What or who is a "lower tier participant"?**
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

**What is a covered transaction when referred to in this certification?**
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

## Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

**Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

# SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

*Please read instructions on page 2 before completing this form.*

| NAME OF ORGANIZATION | DATE SUBMITTED |
|---|---|
| City of Ellensburg | 1/21/2025 |
| **GRANT PROGRAM - Acronyms Accepted** | **AGREEMENT NUMBER(S)** |
| 23SLCGP | E25-325 |

## 1. AUTHORIZING AUTHORITY

| PHYSICAL SIGNATURE | E-SIGNATURE | PRINT OR TYPE NAME | TITLE & TERM OF OFFICE (If applicable) |
|---|---|---|---|
| | | | Mayor |
| | | | |
| | | | |
| | | | |

## 2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

| PHYSICAL SIGNATURE | E-SIGNATURE | PRINT OR TYPE NAME | TITLE & TERM OF OFFICE (If applicable) |
|---|---|---|---|
| | | Heidi Behrends Cerniwey | City Manager |
| | | | |
| | | | |
| | | | |

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

| PHYSICAL SIGNATURE | E-SIGNATURE | PRINT OR TYPE NAME | TITLE & TERM OF OFFICE (If applicable) |
|---|---|---|---|
| | | Jim Goeben | IT Director |
| | | Ben Faubion | IT Manager |
| | | | |
| | | | |

SAF Revised 5/8/2024

Page 1 of 1

## INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

**At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form.** If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **<u>It is advisable to have more than one person authorized to sign reimbursement requests</u>.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.

Agenda #5.G

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Project Acceptance for 2024 Cured in Place Sewer Line Rehabilitation |
| **Submitted by:** | Mike Helgeson, Assistant Public Works Director |
| **Department:** | Public Works & Utilities |

**Suggested Motion/Action:**
Staff is recommending that Council accept Bid Call 2024-06, Cured-In-Place Sewer Line Rehabilitation Project as complete.

**Background/Summary:**
Bids were solicited for the rehabilitation of approximately 2,560 feet of 6", 8",10", and 15" sewer main line, and the reconnection of approximately 38 side services. Any necessary grouting of side service connections was also included in the Bid Call.

**Previous Council Action:**
Council awarded Bid Call 2024-06 to SAK Construction Incorporated in the amount of $275,262.29 at its April 15, 2024, meeting. SAK Construction was the lowest responsive and responsible bidder.

The UAC forwarded a favorable recommendation to Council to approve Bid Call 2024-06 as complete at their January 16, 2025, meeting.

**Analysis:**
The final cost for the project totaled $258,707.44 which was below the original contracted amount which was approved by Council.

**Financial Impact:**
The contracted amount was approved at $275,262.29 and the project was completed under budget at a cost of $258,707.44. Adequate funding existed in the 2024 Sewer fund for this work.

Budget Adjustment: No

**Attachments:**
None

Agenda #5.H

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Change Order to Agreement for Professional Services for the Engineering and Design of the 22-122 Mt View and Bull~Willow Intersection Improvement |
| **Submitted by:** | Grant Maskal, Construction Project Manager |
| **Department:** | Public Works & Utilities |

**Suggested Motion/Action:**
Authorize the City Manager to execute the "Additional Services Authorization' Change Order with Ardurra in the amount of $20,580 and approve the necessary budget adjustments.

**Background/Summary:**
Staff is requesting Council to approve a contract change order adding cost to the previously approved Phase 2 for the design of signals and other infrastructure for the Mountainview and Bull/Willow Intersection improvements. This change order would add cost for work that is outside of the original scope of the agreement. Staff is requesting Council authorize the City Manager to execute the 'Additional Services Authorization' with Ardurra for these services.

The City of Ellensburg is preemptively engineering and designing intersection improvements in the form of a signalized intersection at Mountainview and Bull/Willow for future housing developments that will eventually take the intersection below an acceptable level of service. This preemptive design will allow for immediate construction at the time that the intersection fails to meet service level standards.

**Previous Council Action:**
Council authorized the City Manager to execute an Agreement for Professional Services with T-O Engineers (now Ardurra) on January 18, 2023 to perform a traffic survey and independent cost estimate of the existing intersection.

Council authorized the City Manager to execute an Agreement for Professional Services with Ardurra on September 18, 2023 to implement design services for a signalized intersection after a signal was recommended by the previous consulting agreement.

Council authorized the City Manager to execute an Additional Services Authorization with Ardurra on July 11, 2024 to add scope to the design project for unforeseen circumstances while actively searching for signal pole locations.

**Analysis:**
Staff has negotiated an 'Additional Services Authorization' (ASA) change order in the amount of $20,580 to perform the work. The change order includes additional time and effort in coordinating widening of Bull Road to create a straighter alignment through the project

corridor, milling and paving of the intersection and Bull Road down to South Gregory Place as well as installing curb and gutter with a 10’ wide sidewalk on the East side of Bull Road down to South Gregory Place to assist with closing the existing sidewalk gaps. This ASA will also provide a roll plot for an open house to be used as a communication tool with the public.

**Financial Impact:**
The Design and Engineering will be paid for by transferring Traffic Impact Fees to the Arterial Street Fund, which will require $20,580 additional budget/expenditure authority in both funds.

Budget Adjustment: Yes

**Attachments:**
1. 230609 ASA Agreement No. 4 Partially Executed

ARDURRA

15 N. Chelan Ave
Wenatchee, WA 98801
Ph: (509) 860-2426

# ADDITIONAL SERVICES AUTHORIZATION

(Please expedite return of signed form.)

DATE: January 2025

Contract/Project No: 230609

Project Name: Mtn View Ave and Bull Road Intersection

Name of Client: City of Ellensburg

Address: 501 N Anderson St.

City/State: Ellensburg, WA

Zip Code: 98926

Telephone: 509-962-7204

Description of Services to be Provided by Consultant: ASA No 4

See supplemental scope of work and fee attached.

Ardurra Billing Reference Description: 230609

Budget Estimate: See Exhibit
(Additional services are performed on a time and materials basis unless otherwise shown in writing)

Additional Service Requested By: City of Ellensburg and Ardurra mutually

Additional Service Request Rec'd By: ____________ via ☐ Verbal ☐ Written

Special Conditions: See scope of work.

The Terms and Conditions of the original contract, 230609, dated 9/20/2023, above are incorporated and made a part of this Agreement.

Offered by Ardurra (Consultant):

Josh Fedora (signature) 1-7-2024
Signature Date

Josh Fedora, Project Manager
Printed Name/Title

Accepted by Client:

Signature Date

Name of Client

☐ Work will not proceed until authorization is signed by client

☒ Work will proceed based on Client's verbal and or email authorization

**Exhibit A**
**Scope of Work**
**City of Ellensburg Public Works**
**Mountain View Avenue and Bull Road Intersection:**
**Phase II Ardurra Scope for Project Design**
**Ardurra Project No. 230609**

**Supplement No 4: January 2024**

### Supplement Background and Description

The City of Ellensburg has requested the addition of a 10-foot-wide sidewalk on the east side of the south leg of Bull Road and grinding and paving of the project area. This request was made after the city's review of the 60% submittal.

### Task 2. Design, Specifications, and Cost Estimate.

The current scope of work for Task 2 is **supplemented** with the following:

- Incorporate curb, gutter, sidewalk, and driveway design into the project along the east side of Bull Road on the south leg of the intersection. This work is anticipated to include horizontal layout, grading and profiles, driveway profiles and restoration work. Work also includes revisions to the list of bid items, cost estimates, and special provisions to include this work.

- Incorporate grinding and paving of the project area into the project. This work is anticipated to include revisions to the plan sheets and typical sections, provisions for utility adjustments, revisions to the list of bid items, cost estimating, and special provisions.

- Provide a roll plot to support the city's public outreach efforts.

### Assumptions:

- Some of the work is outside the current survey area. No additional survey will be completed under this scope of work.
- There is no pavement coring data. No additional geotechnical work will be completed under this scope of work.
- Attendance and participation in public outreach events is not included in this scope of work.

### Deliverables:

- 90%, 100% and Bid Doc PS&E Submittals for the added work
- Roll Plot

**Task 4. Project Management, Meetings, and Administration**

The current scope of work for Task 1 is **supplemented** with the following:

- Additional hours for project management.

**Budget and Schedule**

We propose a supplemental increase of **$20,580** to the current time and materials (T&M) budget of **$79,160** for a new total not to exceed budget of **$99,740.**

**Exhibit A Continued**
**Project Budget**
**City of Ellensburg**
**Bull Road and Mtn View Ave Traffic Signal and Intersection Improvements**
**Ardurra Group, Inc. Project No 230609**
**Additional Services Agreement No. 4**
**January 2025**

| ITEM NO. | DESCRIPTION OF WORK | Total Hours by Task | Principal in Charge | Project Manager | Project Engineer | Project Engineer | Project Engineer | Environmental PM | CAD Tech. VI | Total Prime Consultant Labor Cost Computation by Task |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Anticipated Staff Member** | | Bill White | Josh Fedora | Rebecca Fouts | Matt McDonald | Alex Jondal | Shane Slate | Timothy Fisch | |
| | **Direct Salary Rate** | | $ 240.00 | $ 250.00 | $ 180.00 | $ 180.00 | $ 180.00 | $ 180.00 | $ 140.00 | |
| **2** | **Design, Specifications, and Cost Estimate** | | | | | | | | | |
| 2.1 | Incorporate Curb, Gutter, Sidewalk, and Driveways | **60** | | 8 | 2 | 24 | 2 | | 24 | $10,400.00 |
| 2.2 | Incorporate Grinding and Paving | **40** | | 8 | | 16 | | | 16 | $7,120.00 |
| 2.3 | Provide Roll Plot for Outreach | **4** | | | | | | | 4 | $560.00 |
| | **Subtotal Estimated Hours and Fee** | **104** | 0 | 16 | 2 | 40 | 2 | 0 | 44 | **$18,080.00** |
| **4** | **Project Management, Meetings, and Administration** | | | | | | | | | |
| 4.1 | Additional Hours for Project Management | **10** | | 10 | | | | | | $2,500.00 |
| | **Subtotal Estimated Hours and Fee** | **10** | 0 | 10 | 0 | 0 | 0 | 0 | 0 | **$2,500.00** |
| | **TOTAL OF ESTIMATED HOURS & FEE (PRIME)** | **114** | **0** | **26** | **2** | **40** | **2** | **0** | **44** | **$ 20,580.00** |

| **Subconsultants** | |
|---|---|
| N/A | $ - |
| Subtotal | $ - |
| Administrative Charge | $ - |
| **Total Subconsulant Expense** | **$ -** |

| **Reimbursable Direct Non-Salary Costs** | |
|---|---|
| Design & PM Mileage @$0.67/mi | $ - |
| | $ - |
| **Total Reimbursible Expense** | **$ -** |

| **Budget Summary** | |
|---|---|
| **Subtotal Estimated Budget (Total Ardurra Group Fee + Total Subconsultant Expense + Total Reimbursible Expense)** | **$20,580.00** |
| **Management Reserve** | **$ -** |
| **Total Estimated Project Budget** | **$ 20,580.00** |

Agenda #5.I

Meeting Date: January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Extension of contracting period with Inversion Design Build for 1st and Pine property for affordable housing development |
| **Submitted by:** | Lily Frey, Housing and Grants Manager |
| **Department:** | Community Development |

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**Suggested Motion/Action:**
Move to authorize extension of contracting period with Inversion Design Build though March 31, 2025.

**Background/Summary:**
Over the past several months, City staff have coordinated with outside counsel, the developers and their designated counsel to establish mutually agreeable terms for the development of the site at E 1st Avenue and N Pine Street. The combined homeownership and rental design has required creation and review of affordability covenants, HOA documents and a third-party property management agreement. The City and developer have drafted and commented on an agreement and supporting attachments. Inversion Design Build has provided requested documentation and a draft pro forma for the project.

**Previous Council Action:**
Consistent with RCW 39.33.015, in October 2021 the City Council designated two City-owned parcels at E 1st Avenue and N Pine Street as surplus for the construction of affordable housing (Resolution 2021-32).

On June 17, 2024, Council authorized staff to prepare a letter of intent to award the City surplus property at 1st and Pine to Inversion Design Build for the creation of affordable housing.

On August 5, 2024, Council authorized the Mayor to sign a letter of intent to award the City Surplus property for the presented project. The award letter required the parties to complete contract negotiations by January 15, 2025.

**Analysis:**
Staff have been working closely with developers, external counsel and developers' counsel to advance contracting, and the parties have been able to agree on terms that have generated questions to date.

Inversion Design Build has sought to adapt the project slightly within the parameters of Ordinance 4953 (scheduled for second reading and adoption at this same meeting), which may result in changes to the draft affordable housing agreement. Extending the contract negotiations deadline to March 31 should provide adequate time for the parties to complete negotiations.

Council will have the opportunity to review the full agreement draft with attachments, revised project design and timeline, and proforma once fully reviewed by city staff and the developer. Extending the timeline will help staff and developers work through potential challenges before agreement finalization.

**Financial Impact:**
None.

Budget Adjustment: No

**Attachments:**
None

Agenda #5.J

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Award Bid Call 2024-21 15kV 1/0 Medium Voltage Underground Distribution Cable to Anixter Inc. |
| **Submitted by:** | Dan Davis, Engineering Tech |
| **Department:** | Public Works & Utilities |

**Suggested Motion/Action:**
Award Bid Call 2024-21 15kV 1/0 Medium Voltage Underground Distribution Cable to Anixter Inc, the lowest responsive and responsible bidder, for the bid price of $226,501.80, including sales tax.

**Background/Summary:**
The Public Works and Utilities – Light Division routinely budgets and publishes a bid for Medium Voltage Underground Distribution Cable. The cable is used for capital construction projects and to replenish inventory.

Bid Call 2024-21 15kV 1/0 Medium Voltage Underground Distribution Cable was published on November 14 and November 26, 2024, with bids opened on December 19, 2024. Staff received two bids: one from Anixter Inc, and one from General Pacific Inc.

The bid included Schedule "A" for 52,500 linear feet of 15kV 1/0 Medium Voltage Underground Distribution Cable.

**Previous Council Action:**
Award of previous bids for Medium Voltage Underground Cable:

- Bid 2023-07 awarded 7/17/23
- Bid 2022-23 awarded 2/21/23
- Bid 2022-13 awarded 8/15/22
- Bid 2021-12 awarded 11/15/21
- Bid 2020-29 awarded 9/21/20
- Bid 2019-20 awarded 6/17/19

**Analysis:**
A summary of the bids is shown below. Anixter Inc was the lowest evaluated bid for the 52,500 linear feet of 15kV 1/0 Medium Voltage Underground Distribution Cable. Representative (Manufacturer) & Extended Cost (incl. tax):

- Anixter Inc (Okonite) $226,501.80

- General Pacific Inc (CME) $245,794.29

The bid submitted by Anixter Inc is below the Engineer’s Estimate of $278,859.00, by approximately 23%.

**Financial Impact:**
Funds are available within the 2025 Light Division budget for purchase of the 15kV 1/0 Medium Voltage Underground Distribution Cable. Underground distribution cable costs are also offset by the customer when new cable is installed.

Budget Adjustment: No

**Attachments:**
None

Agenda #5.K

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Award Bid Call 2024-22 Distribution Transformers to General Pacific Inc. |
| **Submitted by:** | Dan Davis, Engineering Tech |
| **Department:** | Public Works & Utilities |

**Suggested Motion/Action:**
Award Bid Call 2024-22 Distribution Transformers to General Pacific Inc, the lowest responsive and responsible bidder, for the bid price of $177,445.38, including sales tax, and also deem the bid submitted by Bolt Electrical LLC as non-responsive.

**Background/Summary:**
The Public Works and Utilities – Light Division routinely budgets and publishes a bid for electrical distribution transformers. These distribution transformers are used for capital construction projects and to replenish inventory.

Bid Call 2024-22 Distribution Transformers was published on November 14 and November 26, 2024, with bids opened on December 19, 2024. Staff received five bids: one from General Pacific Inc (Ermco), one from Bolt Electrical LLC (Jeizou Power), one from Anixter Inc (GE), one from Anixter Inc (Cooper/Eaton) and one from MVA Power Inc (MVA). Staff deemed the bid non-responsive from Bolt Electrical LLC because no manufacturer's warranty documentation was submitted with the bid.

The bid included Schedule "A" for several sizes and quantities of 1-phase padmount transformers.

The City specified that all transformers contain less than 1ppm of PCB's with the appropriate "No PCB" label affixed as prescribed by EPA regulations.

**Previous Council Action:**
Award of previous bids and direct quote purchases for Distribution Transformers:

- Bid 2024-17 awarded 9/16/24
- Bid 2023-08 direct purchase by quote 9/19/23
- Bid 2022-24 awarded 2/21/23
- Bid 2022-18 awarded 10/17/22
- Bid 2022-03 direct purchase by quote 4/4/22
- Bid 2020-09 awarded 7/20/20

Previous rejected bids for Distribution Transformers:

- Bid 2024-14 rejected all bids (non-responsive) 6/17/24
- Bid 2023-08 rejected all bids (non-responsive) 7/17/23
- Bid 2022-03 rejected all bids (non-responsive) 3/7/22

**Analysis:**
A summary of the bids is shown below. The bid from General Pacific Inc, was the lowest evaluated bid for the Distribution Transformers for a 30-year life.

All bids were evaluated with consideration taken for both their initial cost and future costs as well. The future costs represent a value placed on the electrical losses, which occur within the core and windings of each unit. Therefore, a low loss unit, which consumes less electricity over its expected 30-year life, is usually the best investment.

Representative (Manufacturer) & Extended Cost (incl. tax):

- General Pacific Inc (Ermco) $177,445.38
- Anixter Inc (GE) $224,261.93
- Anixter Inc (Cooper/Eaton) $262,846.42
- MVA Power Inc (MVA) $520,649.59

The bid submitted by General Pacific Inc. is below the Engineer's Estimate of $363,976.52, by approximately 105%.

**Financial Impact:**
Funds are available within the 2025 Light Division budget for purchase of the Distribution Transformers. Transformer costs are also offset by the customer when new transformers are installed.

Budget Adjustment: No

**Attachments:**
None

Agenda #5.L

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Consultant Agreement Amendment #3 with Kennedy/Jenks Consultants, Inc. for the City General Sewer System Plan Update and Aeration Basin Evaluation. |
| **Submitted by:** | Derek Mayo, Engineering Manager |
| **Department:** | Public Works & Utilities |

**Suggested Motion/Action:**
Move for Council to authorize the City Manager to execute Amendment #3 for the Consultant Agreement Contract with Kennedy/Jenks Consultants, Inc. for the completion of the City's General Sewer System Plan update and Aeration Basin Evaluation, and approve the necessary budget adjustments.

**Background/Summary:**
The City of Ellensburg is due for an update of the City's General Sewer System Plan (GSP). Phase one of the contract with Kennedy/Jenks was to update our GSP, which includes a complete evaluation (current year and 20 years in the future) of our Waste Water Treatment Facility (WWTF) and our Sewer Collection Systems to plan future needed capital improvements, and necessary maintenance/operation projects or improvements.

**Previous Council Action:**
A contract for the completion of the GSP (phase 1) and an evalution of our aeration system (phase 2) was executed on February 22, 2022 and work commenced shortly after.

**Analysis:**
When putting together the flow modeling of our GSP sewer collection system, Kennedy/Jenks found incorrect historical data of large portions of our sewer system elevations. The errors are related to vertical datum changes completed in the 1980's, and as such modeling of our system was not able to be completed without corrected data. With the help of Kennedy/Jenks, our sewer crews utilized our GPS equipment and collected updated and accurate elevation data on thousands of our systems sewer manholes and pipe inverts. Although our crews were able to collect the updated information, this did lead to significant delay and additional efforts by Kennedy/Jenks for additional work associated with outlining the data collection, re-modeling of the sewer collection system, and other associated work. The contract amendment before you is now needed for the completion of the GSP and submittal of the plan to the Washington State Department of Ecology.

Staff presented this update to the Utility Advisory Committee at their January 16, 2025 meeting and they provided a favorable recommendation to Council for approval of the amendment.

**Financial Impact:**
Amendment #3 increases the original phase 1 contract amount of $262,150 ($383,542 total contract) by an additional $104,957 to a new total phase 1 amount of $367,107 ($488,499 new total contract amount). As this plan is a priority for the Sewer utility, the necessary additional funding for this amendment will be taken from the budgeted RAS Building Improvements project.

Budget Adjustment: Yes

**Attachments:**
1. 2297006_Ellensburg GSP-Aeration Imp_Amendment 03

# The City of Ellensburg and Kennedy/Jenks Consultants, Inc.
## Contract Amendment

KJ Project No. 2297006*01/*02

AMENDMENT NO. 03 TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN KENNEDY/JENKS CONSULTANTS, INC.
AND THE CITY OF ELLENSBURG
FOR GENERAL SEWER PLAN/AERATION SYSTEM IMPROVEMENTS

THIS AMENDMENT NO.03 is made and entered into on this________ day of _____________ 2025 to the Agreement for Consulting Services dated 22nd February 2022, hereinafter referred to as “AGREEMENT”, between Kennedy/Jenks Consultants, Inc., a California corporation, hereinafter referred to as "CONSULTANT", and The City of Ellensburg hereinafter referred to as "CLIENT", for the General Sewer Plan/Aeration System Improvements, hereinafter referred to as “PROJECT”.

RECITALS:

WHEREAS, CLIENT is authorizing CONSULTANT to perform additional or amended services as set forth herein; and

WHEREAS, CLIENT and CONSULTANT agree to revise the PROJECT as follows: Scope and budget augmentation for the inclusion of additional effort related to the sewer collection system modeling and capital improvements planning.

NOW, THEREFORE, CLIENT and CONSULTANT agree to amend the AGREEMENT as follows:

**Scope of Services:** See Exhibit A for modifications to the Scope of Services.
**Schedule**: CONSULTANT is authorized to proceed with the modified Scope of Services effective on the date of this Amendment. The Scope of Services shall be completed by 31 July 2025.

**Compensation**: Compensation for the services provided under this Amendment shall be calculated on the same basis as in the AGREEMENT unless explicitly modified by this or previous amendment(s). Compensation for the services performed under this Amendment is $104,957 which increases the total compensation under the AGREEMENT to $488,499.
All other terms and conditions of the AGREEMENT and any amendments thereto remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

| **KENNEDY/JENKS CONSULTANTS, INC.** | | **THE CITY OF ELLENSBURG** | |
|---|---|---|---|
| By | | By | |
| Printed Name | Dean Wood | Printed Name | |
| Title | Client Service Director | Title | |
| Date | 1/9/2025 | Date | |

# Exhibit A: Scope of Services

The following Services are in addition to Services included in the original contract.

**Task 500 – Meetings and Workshops**

**501 – Meetings**

**Subtask 501.1 –** Collection System Analysis and Review Meeting

*Consultant Services*

KJ shall meet with City staff for up to two hours to present the draft version of the collection system plan and review the modeling results, recommended capital projects, and their prioritization.

*City Responsibilities*

- Make staff available for the meeting and provide one set of consolidated review comments for incorporation into final report.

**Task 600 – General Sewer Plan**

**601 – Data Collection and Document Review**

**Subtask 601.1 – Gather and Review Existing Information**

*Consultant Services*

KJ shall gather and review information provided by the City which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, as-built drawings, previous long-range plans, and repair/replacement/maintenance history.

*City Responsibilities*

- Provide all relevant GIS and CAD files including not publicly available
- Provide any planned or proposed updates to the zoning map
- Provide map of historical and recent CIPP rehabilitation

*Assumptions*

- The City will provide information requested by KJ to extent possible.
- The City has provided partial data to KJ for the new RIM Elev, Invert Elevation (IE), Measure Down, IE Elevation In, & IE Elevation Out for sewer mains 10" and up. Prior efforts as part of the original Agreement, City staff informed KJ there was 30% remaining effort on the part of the City to complete the collection system update. KJ will wait to perform data gap analysis (Subtask 601.2) until received.
- Data from City will be provided in GIS geodatabase format.
- Only 1 Request for Information (RFI) will be provided for this effort.

*Deliverables*

- RFI for supplement background data review.

**Subtask 601.2 – Perform Data Gap Analysis**

*Consultant Services*

After receipt of information from Task 601.1, Consultant shall perform a gap analysis of the collected data and develop a list of additional information needed to develop the model and calibration.

*City Responsibilities*

- Provide resources to obtain missing data in event field verification is accessible (i.e. dip manholes for invert elevations, relocate flow meters to appropriate locations)

*Assumptions*

- KJ will not provide additional field support for data gaps.
- Data gaps are assumed to be minor. If data gaps are significant and KJ anticipates this will require additional effort to update model, KJ will communicate this with City and discuss efforts required to address data gaps.

*Deliverables*

- List of additional information needed.

**602 – System Analysis**

**Subtask 602.1 – Model Buildup**

*Consultant Services*

KJ shall import the City's gravity sewer infrastructure, including pipes and manholes, using the latest GIS database received. Using the visualization tools to identify any issues with the imported data, KJ shall check the data for adverse pipe slopes/flow direction, manhole invert and rim elevations and pipe sizes. KJ will work collaboratively with the City to identify and resolve any data gaps and/or discrepancies between the data received.

*City Responsibilities*

- City to provide complete GIS geodatabase data comprised of manhole and sewer line information that:
  - Is geospatially correct (correct alignments and connectivity)
  - Contains accurate manhole depths.
  - Contains accurate pipeline inverts and identifies any drop manhole locations.
  - Contains correct pipe diameter information.

*Assumptions*

- Data errors such as adverse slope, are anticipated to be minor. If imported data is shown to have significant errors, additional effort may be required to develop a model.

*Deliverables*

- KJ shall perform a gap analysis of the collected data and develop an additional data request, if needed.

**Sub Task 602.2 – Existing System Flow Analysis**

*Consultant Services*

KJ shall review historical data from the WWTF's discharge monitoring reports (DMRs) and sanitary sewer factors for the various land use categories provided by the City. KJ shall review the residential, industrial, and commercial flows and estimate flows based on equivalent residential units (ERUs). KJ will use the existing water billing data provided by the City to develop sewer return flow ratios that will be used for existing sewage flow calculations. Sewer return ratios will be established for residential, industrial, and commercial flows. These will be calibrated based on sewage flow data at the wastewater treatment plant.

Using Thiessen polygon and Inflow allocation tool, demands will be allocated to the nearest manhole within all gravity mains.

*City Responsibilities*

- Provide water billing data for the City of Ellensburg.
- Provide historical data from the WWTF's discharge monitoring report (DMRs).
- Provide sanitary sewer factors for the various land use categories.

*Assumptions*

- DMRs from January 2016 to June 2022 were collected for the General Sewer Plan update. Additional reports from 2022 to 2024 shall be acquired for this effort.

*Deliverables*

- KJ shall prepare draft modeling criteria for review with City of Ellensburg staff and finalize prior to system evaluations.
- KJ shall prepare map showing total estimated Average Dry Weather flow per basin based on existing water billing data provided for review with City of Ellensburg staff and finalize prior to system evaluations.

**Sub Task 602.3 – Existing Model Update & Calibration**

*Consultant Services*

KJ shall calibrate the existing model for hydraulic conditions based on flow metering data at the treatment plant. For the model calibration, the following steps will be taken:

1. **Groundwater Infiltration (GWI) and base wastewater flow (BWF).** BWF represents the sewer loadings from upstream customers.
2. **Define BWF Pattern and Adjust Sewershed Loads.** Use the isolated BWF to develop a demand pattern that can be applied to upstream customers.
3. **Create RDII/Wet Weather Time Series.** The rainfall derived inflow and infiltration (RDII) during a wet weather event is defined as the total observed flow minus the BWF and GWI. This helps identify what portion of wet weather flow is due to I&I.

KJ shall use the calibrated model to analyze the capacity of the existing system in its current condition under both peak dry weather and peak wet weather flows. Model conditions shall be run which represent the following scenarios:

- Existing system with peak dry weather flow (PDWF)
- Existing system with peak wet weather flow (PWWF)

*City Responsibilities*

- N/A

*Assumptions*

- N/A

*Deliverables*

- Complete model data input/output, provide results, and provide maps of each of the model runs in the report. Provide deliverables of all model data in digital file format and in accordance with existing system tasks.

**Sub Task 602.4 – Future System Analysis**
Develop sewer generation flow rates in cooperation with City staff. Identify general system deficiencies resulting from potential zoning and land use changes in the General Plan, Housing Element Update. KJ will utilize sewer return flow ratios developed under Task 602.2 to calculate future sewer flow projections to year 2045. The City's projected per capita water demand will be utilized to incorporate future additional water conservation to the sewer flow projection analysis. KJ shall use the same method used under Task 602.3 to allocate future demands to nearest manholes. KJ will then use the calibrated model to represent the following scenarios for the future sewer system and identify deficiencies. At a minimum, model conditions shall be run which represent the following scenarios:

- Future (2045) system with peak dry weather flow (PDWF)
- Future (2045) system with peak wet weather flow (PWWF)

*City Responsibilities*

- City to provide proposed development plans or collection system improvement projects (PDF), demand projection data (email/Excel), and/or any geospatial data (GIS/KMZ file) regarding future development/densification.

*Assumptions*

- City anticipates a growth rate of 1.9% which will be applied across all subbasins.

*Deliverables*

- Complete model data input/output, provide results, and provide maps of each of the model runs in the report. Provide deliverables of all model data in digital file format and in accordance with future system tasks.

**603 – Risk-Based Prioritization**
**Subtask 603.1 – Develop Risk-Based Asset Priority**
*Consultant Services*
Upon completion of Task 602.3 and 602.4, Consultant will use this information to complete an update to the system level risk matrix modifying the Likelihood of Failure of major lines reaching capacity.

*City Responsibilities*

- During final Collection System Analysis meeting, City address any outlining concerns of risk ranking, prior to commencement of Task 605.

*Assumptions*

- Overall risk is calculated by Consequence of Failure x Business Vulnerability x Likelihood of Failure. For this effort, only the Likelihood of Failure factor will be modified from original assessment previously performed as part of the Original Agreement.

*Deliverables*

- Updated System level risk matrix to be provided in GSP Report
- Updated prioritized list of system assets by assessed risk.

**604 – Engineering Analysis and Recommendations**
**Subtask 604.1 – Asset Improvement Assessment**
*Consultant Services*
Consultant and City shall discuss preliminary solution to the highest risk system assets in relation to the collection system. Consultant will discuss solutions to address key issues identified in the model and mitigate identified risks. Consultant will provide a project description for each identified asset improvement and provide planning level costs for each based on equipment/material quotes from vendors and past experience performing similar improvements.

*City Responsibilities*
- No City responsibilities for this subtask.

*Assumptions*
- System assets identified as required engineering solution will be discussed in detail during the meetings in Task 500.

*Deliverables*
- Consultant will provide Level 5 cost estimated based on the City's preferred solutions for up to 3 CIPs. CIPs will be included in the Plan.

**605 – Financial Analysis**
**Subtask 605.1 – Financial Analysis**
*Consultant Services*
Consultant will facilitate communications and provide Subconsultant with Level 5 cost estimated Asset Improvement Plans and project prioritization from through the planning horizon for 2044.

Subconsultant FCS Group will conduct a financial analysis to development an implementation plan for the capital improvements identified.

*City's Responsibilities*
- Attend up to 2 virtual review meetings with Consultant and FCS Group to go over assumptions and results of the financial analysis.

*Assumptions*
- FCS Group will pause work they are conducting under the Original Agreement until Collection System Asset Improvements are identified with associated costs.
- City and Consultant will have agreed upon list of CIPs or Capital Programs established prior to the commencement of work on behalf of FCS Group.
- As with Original Agreement, Subconsultant will utilize the rate work already established for the City's sewer utility as of 2022 available data.

*Deliverables*
- Summary of and recommendations from the analysis shall be summarized in the Plan

**606 – GSP Development**

**Subtask 606.1 – Draft WW Comprehensive Plan**

*Consultant Services*

Consultant will build on findings from work completed under the Original Agreement to prepare the Wastewater Collection System Analysis Chapter for the GSP that complies with WAC 173-240-050 for submission to Ecology. Consultant shall submit an updated draft Chapter which building upon finding from the Original Agreement to the City for review. Consultant shall then review comments resulting from the City's review of this chapter and address and incorporate the responses.

*City's Responsibilities*

- Timely review of Draft Plan Chapter

*Assumptions*

- All works will not be sent to Ecology for review until all sections are compiled and completed for both the Original Agreement and Chapters as it relates to this Amendment.

*Deliverables*

- Updated Chapters for the Collection System Analysis for the Draft General Sewer Plan
- Responses to City comments

**Task 700 – Project Management and QA/QC**

**701 – Project Management**

**Subtask 701.1 – Project Management and Administration**

*Consultant Services*

Consultant shall provide project management services needed to execute the scope of work including project administration related to schedule, budget, scope management, and communication of project activities with the City. Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project.

*City Responsibilities*

- No City responsibilities for this subtask.

*Assumptions*

- No assumptions for this subtask

*Deliverables*

- No deliverables for this subtask

**Subtask 701.2 – Monthly Invoices and Status Reports**

*Consultant Services*

Consultant shall prepare and submit monthly invoices electronically to the City in accordance with the Original Agreement.

*City Responsibilities*

- No City responsibilities for this subtask.

*Assumptions*

- A total of 6 invoices for the extended duration of this amendment.

*Deliverables*

- Invoices shall be prepared and submitted electronically.

**Subtask 701.3 – Monthly Status Meetings**

*Consultant Services*

Prepare for, attend, and conduct virtual monthly progress meetings that will include a review of progress, discussion of items requiring feedback, list of outstanding issues requiring resolution, status of scope, schedule and budget, and review of risks.

*City Responsibilities*

- Provide relevant staff for meetings.

*Assumptions*

- 6 additional, ½ hour meetings for the extended duration of this amendment.
- Attended by up to 2 design team staff.

*Deliverables*

- Meeting agenda and notes.

**Subtask 701.4 – Project Schedule**

*Consultant Services*

Consultant shall prepare an updated schedule for the GSP to outline major activities for the Collection System Analysis Task and the completion of the remainder of the GSP per the Original Agreement.

*City Responsibilities*

- Review and comment on schedule updates.

*Assumptions*

- Updated schedules to be completed on a bi-monthly basis until completion.

*Deliverables*

- Draft and final versions of the Amended Project Schedule

**702 – Quality Control**

**Subtask 702.1 – Quality Control & Quality Assurance**

*Consultant Services*

Review new Chapters for the Draft GSP as it relates to this amendment and any related updates to previously written sections completed as part of the Original Agreement. Review will be performed by senior Consultant staff.

*City Responsibilities*

- No City responsibilities for this subtask.

*Assumptions*

- No assumptions for this subtask.

*Deliverables*

- No deliverables for this subtask.

| Project Team Members and Role | QA/QC (Cullington) | PM (Bell) | GSP Lead (Capaci) | Collection System and LS Lead (Taha) | Collection System Model (Jackson) | GIS (McCarty) | Admin (Maxey) | Word Processing (Aquino) | Cost Estimator (Hoffman) | Total | Labor | Applied Project Costs @ $5/hour | Annual Rate Escalation | FCS Group | ADS | ODCs | ODCs Markup | Total KJ Labor and Expenses | Total Subs | Total Labor + Subs + Expenses |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hourly Rate: | $ 384 | $ 221 | $ 172 | $ 203 | $ 171 | $ 160 | $ 136 | $ 123 | $ 240 | Hours | Fees | Fees | 0% | Fees | Fees | Fees | 10% | | | Fees |
| | | | | | | | | | | | | $0 | | | | | | | | |
| **Task 500: Meetings and Workshops** | | | | | | | | | | | | | | | | | | | | |
| **501 - Meetings** | | | | | | | | | | | | | | | | | | | | |
| 501.1 - Collection System Analysis and Review Meeting (1 hour, virtual x2) | | 2 | 4 | 4 | 6 | | | | | 16 | $2,969 | $0 | $0 | | | | $0 | $2,969 | $0 | $2,969 |
| *Task 100 - Subtotals* | 0 | 2 | 4 | 4 | 6 | 0 | 0 | 0 | 0 | 16 | $2,969 | $0 | $0 | $0 | $0 | $0 | $0 | $2,969 | $0 | $2,969 |
| **Task 600: General Sewer Plan** | | | | | | | | | | | | | | | | | | | | |
| **601 - Data Collection and Document Review** | | | | | | | | | | | | | | | | | | | | |
| 601.1 - Gather and Review Existing Information | | | | 4 | 6 | | | | | 10 | $1,839 | $0 | $0 | | | | $0 | $1,839 | $0 | $1,839 |
| 601.2 - Perform Data Gap Analysis | | | | 4 | 6 | | | | | 10 | $1,839 | $0 | $0 | | | | $0 | $1,839 | $0 | $1,839 |
| **602 - System Analysis** | | | | | | | | | | | | | | | | | | | | |
| 602.1 - Model Buildup | | | | 5 | 10 | 5 | | | | 20 | $3,529 | $0 | $0 | | | | $0 | $3,529 | $0 | $3,529 |
| 602.2 - Existing System Analysis | | | | 10 | 26 | 10 | | | | 46 | $8,086 | $0 | $0 | | | | $0 | $8,086 | $0 | $8,086 |
| 602.3 - Existing Model Update and Calibration | | 2 | 5 | 18 | 72 | | | | | 97 | $17,292 | $0 | $0 | | | | $0 | $17,292 | $0 | $17,292 |
| 602.4 - Future System Anlaysis | | 2 | 5 | 18 | 34 | 10 | | | | 69 | $12,380 | $0 | $0 | | | | $0 | $12,380 | $0 | $12,380 |
| **603 - Risk-Based Prioritization** | | | | | | | | | | | | | | | | | | | | |
| 603. 1 - Develop Risk-Based Asset Priority | | | 3 | 2 | | | | | | 5 | $921 | $0 | $0 | | | | $0 | $921 | $0 | $921 |
| **604 - Engineering Analysis and Recommendations** | | | | | | | | | | | | | | | | | | | | |
| 604.1 - Asset Improvement Assessment | | 1 | 10 | 4 | | | | | 40 | 55 | $12,358 | $0 | $0 | | | | $0 | $12,358 | $0 | $12,358 |
| **605 - Financial Analysis** | | | | | | | | | | | | | | | | | | | | |
| 605.1 - Financial Analysis | | 1 | 6 | | | | | | | 7 | $1,252 | $0 | $0 | $6,000 | | | $0 | $1,252 | $6,000 | $7,252 |
| **606 - GSP Development** | | | | | | | | | | | | | | | | | | | | |
| 606.1 - Draft Wastewater Comprehensive Plan | | 4 | 8 | 26 | 44 | | | 16 | | 98 | $17,034 | $0 | $0 | | | | $0 | $17,034 | $0 | $17,034 |
| *Task 200 - Subtotals* | 0 | 10 | 37 | 91 | 198 | 25 | 0 | 16 | 40 | 417 | $76,532 | $0 | $0 | $6,000 | $0 | $0 | $0 | $76,532 | $6,000 | $82,532 |
| **Task 700 - Project Management and QA/QC** | | | | | | | | | | | | | | | | | | | | |
| **701 - Project Management** | | | | | | | | | | | | | | | | | | | | |
| 701.1 - Project Mgt and Admin | | 12 | 18 | | | | | | | 30 | $5,745 | $0 | $0 | | | | $0 | $5,745 | $0 | $5,745 |
| 701.2 - Monthly invoices and status reports (6) | | | 6 | | | | 12 | | | 18 | $2,662 | $0 | $0 | | | | $0 | $2,662 | $0 | $2,662 |
| 701.3 - Monthly Status Meetings (6) | | 6 | 12 | | | | | | | 18 | $3,388 | $0 | $0 | | | | $0 | $3,388 | $0 | $3,388 |
| 701.4 - Project schedule | | | 2 | 2 | | | | | | 4 | $749 | $0 | $0 | | | | $0 | $749 | $0 | $749 |
| **702 - Quality Control** | | | | | | | | | | | | | | | | | | | | |
| 702.1 - QA/QC | 18 | | | | | | | | | 18 | $6,913 | $0 | $0 | | | | $0 | $6,913 | $0 | $6,913 |
| *Task 400 - Subtotals* | 18 | 18 | 38 | 2 | 0 | 0 | 12 | 0 | 0 | 88 | $19,456 | $0 | $0 | $0 | $0 | $0 | $0 | $19,456 | $0 | $19,456 |
| **All Tasks Total** | **18** | **30** | **79** | **97** | **204** | **25** | **12** | **16** | **40** | **521** | **$98,957** | **$0** | **$0** | **$6,000** | **$0** | **$0** | **$0** | **$98,957** | **$6,000** | **$104,957** |

VOUCHER APPROVAL

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

Jerica Pascoe Digitally signed by Jerica Pascoe Date: 2025.01.13 15:45:34 -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 **21ST DAY OF JANUARY 2025.** THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

| | | | | | |
|---|---|---|---|---|---|
| **Claims Fund** | | | | | **Total Amounts** |
| Check #'s | **168704** | TO | **168883** | $ | 1,806,946.14 |
| EFT #'s | **7224** | TO | **7255** | $ | 2,121,726.91 |
| **Treasure Cash** | | | | | **Total Amounts** |
| EFT #'S | **932** | TO | **961** | $ | 564,174.22 |
| Check #'s | **34248** | TO | **34258** | $ | 19,149.55 |
| **Payroll Fund** | | | | | **Total Amounts** |
| Check #'s | **96341** | TO | **96343** | $ | 7,908.94 |
| Direct Deposits | **83341** | TO | **83564** | $ | 504,056.98 |

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 | 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** | **5** | **7** | **7** | **7** | **7** | **7** | **7** |
| **Residency Requirements** | Y | N | Y | Y | Y | Y | Y | Y | N | Y | Y | N | Y |
| **Current Members within City Limits** | 6 | 5 | 3 | 9 | 5 | 6 | 3 | 7 | 2 | 4 | 6 | 6 | 5 |
| **Current Members Outside City Limits** | 1 | 2 | 0 | 0 | 0 | 1 | 1 | 0 | 3 | 0 | 0 | 0 | 1 |
| **Current Members Outside but in UGA** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **VACANCIES** | **0** | **0** | **0** | **0** | **2** 1-EHS | **0** | **1** | **0** | **2** | **3** | **1** | **1** | **1** (Tele) |
| **APPLICANTS:** | | | | | | | | | | | | | |
| Ann Miner | | | | | | | | | | | | 1st | |
| Brenda Devore | | | | | Re-appt | | | | | | | | |

| | |
|---|---|
| **From:** | Betsy Dunbar |
| **To:** | Cynthia |
| **Subject:** | Re: New PTAC Member |
| **Date:** | Wednesday, January 8, 2025 2:42:51 PM |
| **Attachments:** | |

Ann Miner submitted an application in November 2024 for appointment to the Public Transit Advisory Committee (PTAC) and was able to attend the December 17, 2024, PTAC Meeting.

The PTAC subcommittee conducted her interview after the December 17th PTAC meeting at City Hall. Ann has enthusiastically committed to a two-year term beginning January 2025 through January 2027.

As an Ellensburg business owner and a frequent transit rider, Ann believes public transit makes stronger communities. We are confident she will be a great asset to our committee as we work together to expand and improve Ellensburg Central Transit.

Kind Regards

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

**From:** Betsy Dunbar <dunbarb@ci.ellensburg.wa.us>
**Sent:** Wednesday, January 8, 2025 1:51 PM
**To:** Cynthia LaChappelle <lachappellec@ci.ellensburg.wa.us>

**From:** noreply@civicplus.com
**To:** [Ext] Online Form Submittal: Application for Appointment
**Subject:** Monday, November 11, 2024 9:55:36 AM
**Date:**

**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 | Public Transit Advisory Committee |
| Have you attended a meeting for the board or commission you are applying to? | No |
| Name of Applicant: | Ann Miner |
| Address | |
| Mailing Address (If Different) | |
| City | Roslyn |
| State | WA |
| Zip | 98941 |
| Email Address | |
| Phone Number | |
| Length of Residency in Kittitas County | 24 years |
| Do you live within the city limits? | No |

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: | Self-employed retail yarn store owner |
| Organization Affiliations: | none |
| Why are you seeking appointment? | I live in Upper County and work in Ellensburg. I am a Connector rider, usually at least once per week, and another household member rides more frequently than that. I am interested in public transit generally, having been a regular rider in every city I have lived in where it was available, to include Seattle; Lansing, MI; Fremont & San Francisco, CA. I have also performed rider counts in both Lansing and Seattle.<br><br>I believe that public transit makes stronger communities, and I would like to contribute to the continuation and improvement of its success in Kittitas County. |
| Will you be able to attend meetings regularly if appointed? | Yes |

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

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

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City of Ellensburg WASHINGTON

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

To: City Council
From: Environmental Commission
Date: January 21, 2025

RE: Recommendation for reappointment

Brenda Devore summited an application for reappointment to the Environmental Commission (EC) on 12/12/2024. Brenda stepped in to finish a term in 2024 and is a current commission member. Brenda has attended many meetings.

The EC interview subcommittee consisting of Council member Nancy Lillquist, Vice Chair Jean Marie Linhart, and Dan Carlson, staff, conducted the interview on January 6, 2025.

The Environmental Commission currently has two vacancies. Based on the interview and application materials, it is clear Brenda wants to serve her community and has a passion for stepping in to assist on projects. Her support, insight, and professional skillset has served valuable to the Commission thus far, and the Commission would like to continue collaborating and working with Brenda.

The subcommittee is recommending that City Council reappoint Brenda Devore to the Environmental Commission, for her experience working with local agencies and previous experience on the Commission.

**From:** noreply@civicplus.com
**To:**
**Subject:** [Ext] Online Form Submittal: Application for Reappointment
**Date:** Thursday, December 12, 2024 11:57:11 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 Reappointment

# Application for Reappointment

For volunteering to serve on a Board or Commission

| | |
|---|---|
| Name of Board or Commission | Environmental Commission |
| Current Term Expires | December 31 of current year |
| First Name of Member | BRENDA |
| Last Name of Member | DEVORE |
| Address 1 | |
| Address 2 | *Field not completed.* |
| City | ELLENSBURG |
| State | WA |
| Zip | 98926 |
| Phone Number | |
| Email Address | |
| I am requesting to be considered for reappointment for another ____ year term. | 2 |
| Why are you seeking reappointment? | In 2024 we created momentum in the Bike Month programming and I would like to be part of the growth of this program in 2025 as well as the Silver to Gold Bicycle Friendly Community initiative. |

| | |
|---|---|
| | Fundraising efforts for the Bike Month program is an area I would like to continue to support.<br><br>Additionally, we have began discussions with Waste Management about a community wide recycling event that would be in partnership with the Environmental Commission. This is an event I would like to see the EC have an integral role in the planning and day of production. |
| Type your name as your electronic signature | BRENDA M DEVORE |
| Date | 12/12/2024 |

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

Agenda #9.A

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Second Reading and Adoption of Ordinance 4953 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 4953 amending the Ellensburg City Code Title 15, Land Development Code, with the staff-recommended amendment as presented in the agenda report.

**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 updates to various sections of Title 15 for compliance with Washington State Engrossed House Bill (EHB)1337, to further goals of the City's Housing Action Plan, and to add the option for plat and binding site plan extensions. The amendments also include some minor code cleanup items. The proposed amendments are attached.

Middle Housing & Accessory Dwelling Units (Housing Action Plan & EHB1337)
The City's Housing Action Plan was adopted in October 2021 and has the following goals:

1. Produce more housing
2. Add variety to the housing stock
3. Preserve and create income-restricted affordable housing units

Fourteen action strategies were identified to support these three goals. The proposed ECC amendments address the following strategies:

1. Encourage the construction of townhouses
2. Encourage the construction of cottage housing
3. Encourage the construction of accessory dwelling units
4. Encourage the construction of multiplex housing
6. Building added flexibility into the zoning code
9. Update housing incentives to encourage missing middle housing production.

EHB 1337 was adopted in 2023 and requires Growth Management Act (GMA) cities to revise regulations to conform with the following requirements:

- A minimum of two accessory dwelling units (ADUs) must be allowed per lot that meets the minimum lot size for the principal unit.
- ADUs cannot be required to be smaller than 1,000 square feet.
- Setback requirements, yard coverage limits, tree retention mandates, and restrictions on entry door locations shall not be more restrictive for ADUs than the principal housing unit.
- Street improvements may not be required as a condition of permitting ADUs.
- Owner occupancy cannot be required for a principal unit or an ADU.
- Sale or conveyance of a condominium unit independent of the principal unit cannot be prohibited solely on the grounds that the condominium unit was originally built as an ADU.
- Aesthetic standards or design review shall not be more restrictive for ADUs than for principal units.
- Restrictions for how much on-site parking can be required, with a sliding scale for smaller lots. No on-site parking standards may be applied to ADUs located within a half mile of a major transit stop.
- Impact fees cannot be more than 50% of those assessed to the principal housing unit.
- Covenants, conditions, and restrictions (CC&Rs) may not be adopted that limit construction of ADUs.

The Affordable Housing and Planning Commissions held a joint study session in July 2024 to review proposed housing-related changes and provide recommendations and feedback. In August 2024, Community Development held a developer listening session on the proposed code changes and received some specific feedback on code sections. Staff prepared the attached amendments to address the Housing Action Plan, EHB 1337, and input received during the joint study session and listening session.

<u>Preliminary Plat and Binding Site Plan Deadline Extensions</u>
RCW 58.17.140 allows jurisdictions to adopt procedures that allow for plat extensions, but the Ellensburg City Code does not currently allow for any extensions. Therefore, staff is proposing amendments to ECC 15.260.060, 15.260.120, and 15.260.180 that would allow for up to two, one-year extensions to preliminary plat and binding site plan deadlines.

<u>Minor Cleanup Items</u>
The amendments include some minor code cleanup items, including removing references to the Transfer of Development Rights (TDR) program that does not exist. Staff discovered an additional TDR reference after first reading of Ordinance 4953 at (ECC 15.300.040(B)(6)(d), Page 16 of the ordinance), and is recommending deletion of this reference as part of the second reading.

**Previous Council Action:**
City Council adopted the Housing Action Plan in October of 2021. Council held a study session on the proposed Land Development Code amendments on December 2, 2024. Council conducted a public hearing on January 6, 2025 and approved first reading of Ordinance 4953.

**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 Housing Chapter of the Comprehensive Plan and EHB 1337. The amendments would encourage production and protection of more housing, middle housing, and affordable housing. 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 4953- Second Reading

ORDINANCE NO. 4953

AN ORDINANCE RELATING TO THE CITY OF ELLENSBURG LAND DEVELOPMENT CODE, TITLE 15; AMENDING CHAPTER 15.130 "DEFINITIONS"; AMENDING CHAPTER 15.260 "SUBDIVISIONS"; AMENDING CHAPTER 15.330 "DENSITY BONUS INCENTIVES"; AMENDING CHAPTER 15.540 "HOUSING TYPE STANDARDS", AND AMENDING CHAPTER 15.550 "OFF-STREET PARKING".

WHEREAS, in 2023, the Washington State Legislature passed Engrossed House Bill 1337, which requires cities like Ellensburg to revise development standards for accessory dwelling units; and

WHEREAS, in 2021, Council adopted resolution 2021-30, adopting the City of Ellensburg's Housing Action Plan, which recommends revisions to our Land Development Code to enable construction of middle housing types to improve housing affordability; and

WHEREAS Revised Code of Washington (RCW) 58.17.140 allows cities to adopt by ordinance procedures that allows extensions to plat applications; 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 concluded 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 January 6, 2025, 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 15.130.160 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 13, is hereby amended to read as follows:**

## 15.130.160 - P definitions.

Park means those areas of land under public ownership devoted to passive and active recreation activities and facilities. Such activities include open spaces, playgrounds, athletic fields, athletic or recreation structures.

Parking space, off-street. "Off-street parking space" means an off-street parking space available for the parking of one motor vehicle conforming to the standards set forth in chapter 15.550 ECC and section 6, parking standards, public works development standards.

Pedestrian accessway refers to a publicly accessible walkway or trail that provides a mid-block connection between streets. See ECC 15.420.020(A)(3) for applicable standards.

Pedestrian-oriented space is defined in ECC 15.520.030(C).

Permeable pavement is a paving system which allows rainfall to percolate through it into the underlying soil or an aggregate reservoir. Examples include porous asphalt, porous concrete, interlocking concrete pavers, and open cell paving grids.

Permit, project permit, or project permit application means any land use or environmental permit or license required from a local government for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

Person means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons, however organized. "Person" includes a trustee, a receiver, an assignee, or a similar representative.

Personal service means a use that provides a service that is nonmedical as a primary use and may include accessory retail sales of products related to the services. Examples would include but not be limited to: barber, beautician, masseur, tailors, clothing rental, shoe repair shops, and steam and sauna baths.

Personally identifiable information, for the purpose of chapter 15.370 ECC, means any information that includes, but is not limited to, data that uniquely identify, distinguish, or trace a person's identity, such as the person's name, or address, either alone or when combined with other sources, that establish the person is a qualifying patient or designated provider.

Places of assembly means a structure for groups of people to gather for an event or regularly scheduled program. Examples include but are not limited to arenas, religious institutions, lecture halls, banquet facilities, and similar facilities.

Planning commission means the Ellensburg planning commission created by chapter 1.14 ECC.

Plant means, for the purpose of chapter 15.370 ECC, an organism having at least three distinguishable and distinct leaves, each leaf being at least three centimeters in diameter, and a readily observable root formation consisting of at least two separate and distinct roots, each being at least two centimeters in length. Multiple stalks emanating from the same root ball or root system shall be considered part of the same single plant.

Precision instrument approach is, for the purpose of chapter 15.350 ECC, designed to provide an approach path for exact alignment and descent of an aircraft on final approach to a runway.

Precision instrument runway 29 is, for the purpose of chapter 15.350 ECC, a 50,000-foot-long trapezoid that is 1,000 feet wide at the point where it meets the primary surface. It has a 50:1 slope for the first 10,000 feet and a slope of 40:1 for the remaining 40,000 feet. The approach surface is 16,000 feet wide at the outermost point.

Preliminary subdivision or plat means a scaled drawing of a proposed subdivision showing the general layout of streets, lots, blocks, rights-of-way, easements and other required elements of a plat which shall furnish a basis for the preliminary approval or disapproval of the general layout of the subdivision and preparation of a final subdivision. See chapter 15.260 ECC.

Premises means a specified lot or tract of land under single ownership.

Preservation planner means, for the purposes of chapter 15.280 ECC, the department of community development employee or consultant assigned to staff the Ellensburg landmarks and design commission and administer the historic preservation program.

Primary surface means, for the purpose of airport overlay zone regulations set forth in chapter 15.350 ECC, a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. For military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

*Principal unit* is a single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit.

*Process* means, for the purpose of chapter 15.370 ECC, to handle or process cannabis in preparation for medical use.

*Produce* means, for the purpose of chapter 15.370 ECC, to plant, grow, or harvest cannabis for medical use.

*Public agency or utility office* means a building or portion thereof used primarily for administration purposes by a public agency or utility.

*Public meeting* means an informal meeting of people to obtain comments from a city commission, committee, or public agency and members of the public prior to a decision on a project permit application.

*Public place* includes, for the purpose of chapter 15.370 ECC, streets and alleys of incorporated cities and towns; state or county or township highways or roads; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; premises where goods and services are offered to the public for retail sale; public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theaters, stores, garages, and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, buses, ferries, and other public conveyances of all kinds and character, and the depots, stops, and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

*Public transportation.*

1. *Public transportation* means the conveyance of passengers and/or freight by buses, trains, airplanes or taxis for a fare.
2. *Passenger terminals* means the facilities used as transfer areas, ticketing agencies and administrative offices for "public transportation," excluding taxi stands or bus stops along prescribed bus routes.
3. *Deadhead stations* means the facilities used for the storage and mechanical maintenance of vehicles engaged in "public transportation."

*Public use* means any use of land by the public or a local, state or federal government agency.

*Public utility* means any use of land by a local, state, or federal agency, or by any person, firm or corporation licensed or franchised by such a government agency involving the transportation or transmission of materials, signals or electrical energy by vehicle or through conduit, wire, pipe or other similar device. Typical examples of this would include water, gas and sewer mains, television or telephone lines, and refuse collection. For the purpose of this title, such uses located or to be located on the properties they are to serve shall not be included in this definition.

*Public works development standards* means those standards filed by the director of public works and utilities with the Ellensburg city clerk, as approved and adopted by reference in ECC 4.04.020, including any amendments thereto made in accordance with ECC 4.04.040.

(Ord. 4887 § 13, 2022; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 3. Section 15.260.060 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 32, is hereby amended to read as follows:**

**15.260.060 Preliminary subdivision (long plat)—Review procedures and criteria.**

*Procedures.*

1. Land subdivisions that create ten or more lots (sometimes referred to as long plats) are subject to the Type IV review process as set forth in chapter 15.210 ECC.
2. Time limits.
    a. Subdivisions that are granted preliminary approval shall be effective for a period set forth in RCW 58.17.140, during which time the final subdivision application shall be submitted for approval and recording.
    b. Notwithstanding the foregoing, any applicant that files a plat extension application at least thirty 30 calendar days prior to the original expiration date or the first extension thereof, demonstrating that the that the applicant has attempted in good faith to

complete the required minimal improvement standards per ECC 15.260.070 and submit the final plat within the allowed time period, and that the associated plat extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted two times.

The city shall make a decision on approval or denial of a preliminary subdivision application within 90 calendar days of the determination that the application is complete.

B. *Application contents.* Applications for a preliminary subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the preliminary subdivision;
2. Payment of the application fee in the amount established in the city's adopted fee schedule;
3. A completed SEPA checklist and payment of the SEPA application fee;
4. A completed critical area information form or critical area report pursuant to division VI, if applicable;
5. A title report of the property to be subdivided;
6. A recorded copy of the deed for the property to be subdivided;
7. Copies of all existing or proposed restrictive covenants involving the land within the proposed subdivision;
8. Names and addresses of the owner(s) of the property to be subdivided and of any person or entity holding an interest in the property as identified on the title report in subsection (B)(5) of this section;
9. Names and addresses of all property owners within 300 feet of the boundaries of the proposed subdivision as those names appear on the records of the Kittitas County assessor;
10. The preliminary subdivision plat drawing which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). Five copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11 inches by 17 inches. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:

    a. Vicinity sketch showing the parcel boundaries and the major street system, with street names, within a one-quarter-mile radius;
    b. Zoning of the property proposed for subdivision;
    c. Location and size of existing and proposed utilities, railroads, and irrigation rights-of-way on the property proposed for subdivision;
    d. Plan view of proposed streets, their names and widths, pedestrian ways, all utilities and easements;
    e. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage;

f. Approximate boundaries of all areas subject to irrigation or stormwater overflow;
g. Location, width and direction of flow of all watercourses on the site; and
h. Location and identification of all critical areas, including associated buffers, on the property proposed for subdivision or on adjacent properties, as required by division VI.

11. Preliminary grading plan pursuant to public works and utilities department requirements;
12. Preliminary stormwater plan pursuant to public works and utilities department requirements;
13. Preliminary landscaping plan pursuant to divisions IV and V of this title;
14. A narrative addressing ownership and maintenance of open spaces, stormwater facilities, public trails and critical areas, and the applicable approval criteria and standards of the Ellensburg Municipal Code. It should also address any proposed building conditions or restrictions;
15. Transportation study, if required by the public works and utilities department;
16. Location of any proposed building envelopes on the lots being created; and
17. Any other information in the opinion of the director which is necessary to determine if the proposed subdivision makes appropriate provisions for physical problems or hazards involving public health, safety and/or welfare.

C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary subdivision application to the public works and utilities department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary subdivision application shall be distributed to the respective jurisdiction.

The community development department will transmit any department or agency review materials to the hearing examiner as part of the staff report on the application.

D. *Hearing examiner recommendation.* The hearing examiner shall be responsible for holding an open record public hearing pursuant to procedures established in chapter 15.210 ECC to review the proposed preliminary subdivision application together with accompanying materials and documents, land use applications, staff reports and public testimony. Based on the comments and testimony established at the public hearing, the hearing examiner shall make a recommendation on the preliminary subdivision application and any other related land use applications to the city council or return the preliminary subdivision application to the applicant with a request for additional information. If the hearing examiner makes a recommendation, such recommendation shall be for approval, disapproval, or approval with conditions. In recommending any proposed preliminary subdivision, the hearing examiner shall propose written findings of fact and conclusions of law to the city council which shall state fully the reasons for the recommendation.

E. *City council action.*

1. The hearing examiner recommendation, findings and all supporting documents shall be forwarded to the city council. The community development department shall set a date

and time for a public hearing before the city council to review the recommendation of the hearing examiner in a closed record hearing at which no new testimony or information may be presented. The city council shall then make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the preliminary subdivision application.

2. Prior to making a decision the city council may refer the preliminary subdivision application back to the hearing examiner for further consideration or may require the applicant to modify the preliminary subdivision application, or require more information to be submitted.

F. *Decision criteria.* The city may approve, approve with conditions, or deny a preliminary subdivision application based on conformance with the following decision criteria:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC title 4, public works, the streetscape design standards and subdivision design and block standards in division IV, and the project design standards in division V;
3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC title 9, utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's public works and utilities department design standards and with ECC title 9, utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

(Ord. 4807 § 32, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 4. Section 15.260.120 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 2, is hereby amended to read as follows:**

**15.260.120 - Short subdivision plat (sometimes referred to as short plats)—Review procedures and criteria.**

A. *Procedures.* Short subdivisions are divisions that create nine or fewer lots and are sometimes referred to as short plats. Short subdivision applications are subject to the Type II review process as set forth in chapter 15.210 ECC, with exceptions provided herein.

B. *Application contents.* Applications for a preliminary short subdivision shall contain all of the items required for a preliminary subdivision in ECC 15.260.060(B) except as follows: no SEPA checklist is required unless the proposed short subdivision is determined to not be exempt from SEPA review.

C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary short subdivision application to the public works department and utilities department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary short subdivision application shall be distributed to the respective jurisdiction.

Comments may be submitted for 14 calendar days after the date of issuance of the notice of application.

D. *Decision criteria.* The director may approve, approve with conditions, or deny a short subdivision application based on conformance with the following decision criteria:

1. Conformance with applicable provisions of the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, the public works development standards, and applicable critical areas standards set forth in division VI;
2. Integration of specific provisions. Short subdivisions shall integrate appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;
3. Public interest. The public's interest shall be served by the short subdivision and dedication.

E. *Time frame for approval.*

1. The administrator shall make a decision on approval or denial of a preliminary short subdivision application within 60 calendar days of the determination that the application is complete. An approved preliminary short subdivision application is valid for five years from date of approval. Failure to submit the final short subdivision

application within that five-year time frame will result in a lapse of the preliminary short subdivision approval.

2. <u>Any applicant that files a plat extension application at least 30 calendar days prior to the expiration, demonstrating that the that the applicant has attempted in good faith to submit the final plat within the allowed time period, and that the associated plat extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted by the director two times.</u>

(Ord. No. 4929, § 2, 11-6-2023; Ord. 4807 § 34, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 5. Section 15.260.180 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 36, is hereby amended to read as follows:**

**15.260.180 - Binding site plan review procedures and criteria.**

A. *Purpose.* This chapter shall govern a subdivision of land through the optional binding site plan process provided for in RCW 58.17.035, or its successor. If approved under this chapter, a division of land authorized by a binding site plan is exempt from the subdivision and short subdivision regulations and processes. Binding site plans are authorized by RCW 58.17.035, or its successor, to be used for condominiums and for the division of commercial or industrial zoned properties.

B. *Applicability.* The underlying zoning district standards shall apply for development utilizing the binding site plan process. The binding site plan option shall apply to the following:

1. Commercial zoned property in the C-H, C-T and C-C II zoning districts;
2. Industrial zoned property in the I-H and I-L zoning districts;
3. Condominiums for one or more units in any R-S, R-L, R-M, R-H, C-N, C-C or C-C II zoning district that are owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest; and
4. Land divisions for the purpose of leasing property that is located:
    a. Within a manufactured home park; provided, that no residential structure other than manufactured homes is to be placed on the land within a manufactured home park; and
    b. Within the C-T zoning district; provided, that no residential structure other than recreational vehicles is to be placed on the land within an approved recreational vehicle park.

C. *Application—Administration.* All applications shall be submitted to the administrator. Binding site plan applications shall be processed as a Type III permit pursuant to the requirements set forth in ECC 15.210.030(C).

D. *Complete application requirements.* All requests for a binding site plan shall be filed with the administrator together with the application fee as set forth in the adopted fee schedule. An application for a binding site plan shall not be determined to be complete until all of the following have been provided on the binding site plan drawing or on any other supporting documentation submitted along with the binding site plan drawing:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed binding site plan application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the subdivision application.
2. A recorded copy of the deed for the property proposed for the binding site plan.
3. A current title report on the property proposed for the binding site plan.
4. Copies of all existing or proposed restrictive covenants to be imposed upon land in the binding site plan.
5. Textual description of phasing if proposed, including the timing for all public improvements, required landscaping and binding site plan amenities to be installed with each phase.
6. Names and addresses of all property owners within 300 feet of the boundaries of the property proposed for the binding site plan as those names appear on the records of the county assessor.
7. Any information in the opinion of the administrator which is necessary to determine if the proposed binding site plan makes appropriate provision for physical problems or hazards involving public health, safety and/or welfare.
8. A completed SEPA checklist and payment of the SEPA application fee.
9. A completed critical area information form or critical area report pursuant to division VI, if applicable.
10. A preliminary binding site plan drawing which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). Five copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11 inches by 17 inches. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:

    a. Vicinity sketch showing the parcel boundaries and the major street system within a one-quarter-mile radius.
    b. Zoning of the property within the binding site plan.
    c. The names and locations of adjacent subdivisions, short subdivisions, and binding site plans.
    d. Location and size of existing and proposed utilities, railroads and irrigation rights-of-way within the binding site plan.
    e. Plan view of proposed streets with their names and widths, any proposed pedestrian ways, and all proposed utilities and easements.
    f. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage.
    g. Approximate boundaries of all areas within the binding site plan subject to irrigation or stormwater overflow and the location, width and direction of flow of all

watercourses and the extent and location on the site of the 100-year flood flow from said watercourses.

h. Name and address of the owner(s) of the binding site plan property and all mortgagee(s) of said property.
i. Legal description of the binding site plan property.
j. Surveyed boundary lines of the binding site plan property with complete bearings, lineal dimensions and the acreage.
k. The length of each lot line, together with bearings and other data necessary for the location of any lot line in the field; lot area in square feet; and number of lots and blocks which shall be numbered consecutively from one to total number of lots.
l. All section, township, municipal and city lines lying within or adjacent to the binding site plan property.
m. Name, address and official seal of the licensed professional land surveyor preparing the binding site plan drawing.
n. Ties and controlling reference points to existing and permanent points, monuments and markers.
o. Date, scale, north point and origin of meridian, with the scale shown at 100 feet to the inch unless otherwise approved by the city engineer.
p. Proposed phasing plan with clear delineation of each phase.
q. Locations of land areas intended to be dedicated for public use or reserved for use of owners of the property in the binding site plan, along with a textual declaration of the dedication or reservation. Any roads not dedicated to the public must be clearly marked on the face of the binding site plan drawing as private roads. (Any dedication, donation or grant as shown on the face of the binding site plan shall be considered for all intents and purposes as a quitclaim deed to the donee or donees, grantee or grantees for his, her, or their use for the purposes intended by the donors or grantors).
r. Location, centerline, and width of all existing and proposed rights-of-way and easements along with name of all existing or proposed streets within and adjoining the binding site plan and the name and auditor's file number for all easements.
s. The areas and locations of open space, recreational amenities, and critical areas including prescribed critical area buffers.
t. Areas designated for landscaping, vehicle use, parking, truck loading, and nonmotorized transportation corridors or pathways.
u. The location of all existing and proposed structures.
v. A declaration that all development of the property shall conform to that shown on the binding site plan drawing and conditions placed upon the binding site plan; and all provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan.
w. Signatures and date lines for:

    i. Certification by a registered land surveyor of the state of Washington that the binding site plan and legal descriptions were prepared under his or her direct supervision;

ii. The approvals of the city engineer, public works and utilities director and community development director;
iii. The county treasurer indicating that the real property taxes are current;
iv. All owners and all others holding an interest in the binding site plan property with acknowledgments for all such signatures;
v. Approval by the mayor; and
vi. Approval by the irrigation district, if applicable.

x. If the binding site plan is in conjunction with condominiums, pursuant to chapter 64.32 or 64.34 RCW, the following statement must be included on the face of the binding site plan:

> All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all individuals or entities now and hereafter having any interest in the land described herein.

y. All binding site plan designs shall include, as determined by the director, overall site landscaping, pedestrian walkways and connections, parking and circulation, recreational amenities, walls and fences, architectural design guidelines, lighting, and other site plan standards as set forth by the underlying zoning district. For commercial, business park, and industrial divisions, building envelope or use does not have to be identified at the time of the binding site plan. However, site plan review for subsequent building size, location and use will be required when submitted.

E. *Design standards and dedications.* In order to meet the public interest:

1. A binding site plan shall conform to the applicable zoning and development standards of the city of Ellensburg land development code codified in this title and the public works development standards and all other city utility development standards;
2. Each lot in a binding site plan shall be provided with satisfactory access established consistent with the requirements of the public works development standards and ECC title 4, public works;
3. Each lot in a binding site plan shall be provided with adequate provisions for water supplies, sanitary wastewater facilities and stormwater and drainage facilities consistent with the requirements of the public works development standards and ECC title 9, utilities;
4. Each lot in a binding site plan shall be provided with adequate provisions for electric utility service, and natural gas utility service if applicable, consistent with the

requirements of the city public works and utilities department and ECC title 9, utilities; and

5. Approval of binding site plans may be conditioned upon dedications to the city of drainage ways, other public ways, water supplies, sanitary waste facilities, parks, playgrounds, sites for schools, and other needs of the public.

F. *Administrative review.* Upon deeming the binding site plan to be a complete application and issuing the notice of application pursuant to ECC 15.220.040, the director shall transmit the binding site plan to city departments, the Kittitas Valley Fire and Rescue fire marshal, the SEPA responsible official for any required SEPA review pursuant to chapter 15.270 ECC, and to the landmarks and design commission for any required landmark and design review pursuant to chapter 15.280 ECC. The director shall concurrently perform critical area review if such review is required pursuant to division VI of this title. The community development department will transmit any department or agency review materials to the planning commission as part of the staff report on the application.

G. *Planning commission recommendation.* The planning commission shall be responsible for holding an open record public hearing pursuant to procedures established in chapter 15.210 ECC to review the proposed binding site plan together with accompanying materials and documents, land use applications, staff reports, and public testimony. Based on the comments and testimony established at the public hearing, the planning commission shall make a recommendation to the city council on the binding site plan for approval, disapproval, or approval with conditions.

H. *City council action.* The planning commission recommendation, findings and all supporting documentation shall be forwarded to the city council. The community development department shall set a date for a closed record public hearing before the city council to review the recommendation of the planning commission in a closed record hearing at which no new testimony or information may be presented. The city council shall then make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the binding site plan.

I. *Decision criteria.* The city council may approve, approve with conditions, or disapprove a binding site plan based on conformance with the following decision criteria:

1. Whether the binding site plan conforms to this section;
2. If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
3. Whether the public interest will be served by the approval of the binding site plan and any dedication.

J. *Findings and conclusions.* The city council shall not approve any binding site plan unless written findings are made that:

1. The binding site plan conforms to this section;

2. Appropriate provisions are made for the public health, safety, and general welfare and for other such open spaces, drainage ways, streets or roads, alleys, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
3. The public use and interest will be served by the approval of the binding site plan and any dedication.

K. *Time limit on action.* An application for a binding site plan shall be approved, approved conditionally or disapproved by the city council within 90 calendar days from the date the application was deemed complete unless the applicant consents to a time extension; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the 90-day period shall not include the time spent preparing and circulating the environmental impact statement.

L. *Duration of approval.* Preliminary approval of the binding site plan shall be effective for five years from the date of such approval by the city council, during which time the final binding site plan may be submitted. Notwithstanding the foregoing, any applicant that files an extension application at least 30 days prior to the expiration, demonstrating that the that the applicant has attempted in good faith to submit the final binding site plan within the allowed time period, and that the associated extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted two times.

M. *Irrigation water district approval.* Any binding site plan which lies in whole or in part in an irrigation district organized pursuant to chapter 87.03 RCW shall provide for such irrigation water rights-of-way and any other improvements as shall be required by the irrigation district for each parcel of land in such district and such rights-of-way shall be evidenced by the respective binding site plan submitted for final approval to the city council.

N. *Final binding site plan—Submittal deadline.* Failure to submit the final binding site plan application within five years of preliminary approval will result in a lapse of the preliminary binding site plan approval~~.~~, unless an extension(s) of the deadline has been granted as provided in subsection L, above.

O. *Final binding site plan—Application.* The final binding site plan application shall include the same information as for a final subdivision application as set forth in ECC 15.260.100.

P. *Final binding site plan—Administrative action.*

1. Upon receipt of the final binding site plan application containing the items identified in subsection (O) of this section, the city council shall have 30 calendar days for review to determine conformance with the approved preliminary binding site plan and all applicable regulations and standards. The city council shall make written findings of fact relating to its decision on the final binding site plan and, if approved, shall direct the mayor to sign the final binding site plan. Upon approval by the city council, the director, the city public works and utilities director, and the city engineer shall sign the final binding site plan document and shall present the final binding site plan document to the mayor for signature. The final binding site plan shall then be presented to the county

treasurer for review and signature. Such signatures and approval of the final binding site plan document shall be subject to the following determinations:

a. The requirements of chapter 58.17 RCW and other applicable state law, the city's comprehensive plan, and any other applicable city ordinances that were in effect at the time of preliminary binding site plan approval, and this title have been met;
b. Conditions imposed on the preliminary binding site plan approval, if any, have been met; and
c. The bond or other proposed security meets the requirements of the public works development standards and has been approved and accepted by the city engineer.

2. If the final binding site plan is not approved by city council, the decision, along with reasons for denial, shall be communicated in writing to the applicant.

Q. *Final binding site plan—Filing.* The final binding site plan shall not be officially complete until the signed original final binding site plan and subdivision improvements agreement, if required, have been recorded with the county auditor. Said documents shall be recorded by the director within ten working days after the appeal period has expired, in the presence of the applicant and with the cost of recording paid by the applicant. Filing of the final binding site plan shall not relieve the property owner of the obligation to complete the minimum public improvements.

R. *Amendment, modification and vacation.* Amendment, modification and vacation of a binding site plan shall be accomplished by following the same procedure and satisfying the same laws, rules and conditions as required for a new binding site plan application, as set forth in this chapter. The vacated portion shall constitute one lot unless the property is subsequently divided by an approved subdivision or short plat. In the event the vacation is of a dedicated road right-of-way, the review process shall follow the city's road vacation process.

(Ord. 4807 § 36, 2018; Ord. 4804 §§ 1, 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 6. Section 15.300.040 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 7, is hereby amended to read as follows:**

**15.300.040 Residential zones and map designations.**

A. *Residential suburban zone (R-S).* The R-S zone is intended to provide for a mix of predominantly single-family detached dwelling units in a walkable neighborhood setting. These purposes are accomplished by:

1. Allowing detached single-family dwellings as the predominant use, with options to integrate accessory dwelling units, duplexes, townhomes, and other compatible housing types in a relatively low urban density.
2. Providing standards and guidelines that reinforce Ellensburg's established pattern of attractive and walkable residential neighborhoods.
3. Providing standards and guidelines that promote the integration of usable open space for residential uses.

4. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development.
5. Providing an opportunity to integrate compatible small-scaled retail and service uses in strategic locations that serve the surrounding neighborhood.
6. Providing a flexible system of bonus incentives (see ECC 15.330.020) that allows for an increase in density in exchange for:
    - a. Energy efficient building and site design;
    - b. Mix of housing types;
    - c. Off-street trails;
    - ~~d. Purchase of transferable development rights (subject to the city adopting a TDR program) that help to preserve valuable resource lands outside of the city;~~
    - ~~e~~d. Preservation of historic buildings; and/or
    - ~~f~~e. Affordable housing.
7. Use of this zone is appropriate for areas designated residential neighborhood in the comprehensive plan.

B. *Residential low density zone (R-L).* The R-L zone is intended to protect and enhance the character of existing low density residential neighborhoods while allowing for compatible infill development. These purposes are accomplished by:

1. Allowing detached single-family dwellings as the predominant use, with options to integrate accessory dwelling units, duplexes, townhomes and cottage housing.
2. Providing standards and guidelines that reinforce Ellensburg's established pattern of attractive and walkable residential neighborhoods.
3. Providing standards and guidelines that promote the integration of usable open space for residential uses.
4. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development.
5. Providing a minimum density standard to avoid large scale low density sprawl.
6. Providing a flexible system of bonus incentives (see ECC 15.330.020) that allows for an increase in density in exchange for:
    - a. Energy efficient building and site design;
    - b. Mix of housing types;
    - c. Off-street trails;
    - ~~d. Purchase of transferable development rights (subject to the city adopting a TDR program) that help to preserve valuable resource lands outside of the city;~~
    - ~~e~~d. Preservation of historic buildings; and/or
    - ~~f~~e. Affordable housing.

7. Use of this zone is appropriate for areas designated residential neighborhood or blended residential neighborhood in the comprehensive plan.

C. *Residential medium density zone (R-M).* The R-M zone is intended to provide for a mixture of housing types in a walkable neighborhood setting. These purposes are accomplished by:

1. Allowing a variety of housing types including detached single-family dwellings, cottage housing, townhouses, and multifamily;
2. Providing standards and guidelines to help ensure that new infill development will be compatible in scale and character with existing development;
3. Providing standards and guidelines that reinforce and/or enhance the character and walkability of streets within the zone;
4. Providing standards and guidelines that promote the integration of usable open space for residential uses;
5. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development on large sites;
6. Providing a minimum density standard to avoid large scale low density sprawl; and
7. Use of this zone is appropriate for areas designated residential neighborhood, blended residential neighborhood, neighborhood mixed-use or community mixed-use in the comprehensive plan.

D. *Residential high density zone (R-H).* The R-H zone is intended to comprise areas for high density multifamily residential development in areas served by transit and within walking distance from commercial services. These purposes are accomplished by:

1. Allowing multifamily dwellings and providing a minimum density limit;
2. Providing standards and guidelines that promote compact and walkable development patterns that are well integrated with surrounding multifamily developments;
3. Providing standards and guidelines that promote the integration of usable open space for residential uses; and
4. Use of this zone is appropriate for areas designated residential neighborhood, blended residential neighborhood, urban neighborhood, neighborhood mixed-use, or community mixed-use in the comprehensive plan.

E. *Manufactured home park zone (MHP).* The MHP zone comprises areas developed or suitable for development for placement and occupancy of manufactured homes for residential purposes on rented or leased sites in manufactured home parks. These purposes are accomplished by:

1. Establishing regulations to establish, stabilize, and protect the residential character of the zone and to prohibit all incompatible activities;
2. Establishing provisions for common open space; and
3. Establishing standards for a safe and connected circulation system.

(Ord. No. 4935, § 7, 12-18-2023; Ord. 4887 § 18, 2022; Ord. 4807 § 42, 2018; Ord. 4798 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 7. Section 15.300.050 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 8, is hereby amended to read as follows:**

**15.300.050 Commercial and industrial zones.**

A. *Commercial neighborhood zone (C-N).* The C-N zone is intended to provide small scale shopping areas to serve the residential neighborhoods in outlying areas of the city. These are intended to be pedestrian-oriented areas in convenient locations and designed compatible with the surrounding neighborhood. These purposes are accomplished by:

1. Allowing small scale retail, personal services and other compatible uses that serve the surrounding residential neighborhood;
2. Providing a minimum separation of neighborhood commercial zones of 2,000 feet to minimize their overuse, while providing the opportunity for such uses to be within reasonable walking distance of all residential uses;
3. Providing a maximum size of five acres for neighborhood commercial zones to maintain a small scale and compact, pedestrian-oriented design;
4. Allowing townhouses and multifamily uses as a secondary use due to their complementary nature and ability to enhance the walkability of these zones;
5. Providing standards and guidelines that enhance the appearance and function of neighborhood center uses and their compatibility with surrounding residential uses; and
6. Use of this zone is appropriate areas designated residential neighborhood, blended residential neighborhood, blended residential neighborhood, urban neighborhood, neighborhood mixed-use, or neighborhood commercial in the comprehensive plan.

B. *Commercial highway zone (C-H).* The C-H zone is intended to accommodate diversified commercial establishments and multifamily residential as a conditional use. In addition, specific areas of the C-H zone which are in the regional retail overlay may have regional retail commercial uses if special development criteria in chapter 15.390 ECC are met. These purposes are accomplished by:

1. Allowing a broad range of commercial uses that serve the community including retail, personal and general services, and office uses;
2. Allowing small to large scale retail uses, but excluding super scale retail (over 60,000 square feet of floor area) unless associated with a regional retail commercial project meeting the provisions of chapter 15.390 ECC;
3. Allowing multifamily residential as a conditional use; and
4. Providing standards and guidelines that enhance the appearance and function of commercial highway uses and their compatibility with surrounding uses.
5. Use of this zone is appropriate for areas designated community mixed-use, mixed business park, or general commercial and services in the comprehensive plan.

C. *Light industrial zone (I-L).* The I-L zone is intended to accommodate certain industrial structures and uses having physical and operational characteristics which might adversely affect the economic welfare of adjoining residential and commercial uses. These purposes are accomplished by:

1. Allowing a range of general service and light industrial uses which can be operated in a relatively clean, quiet and safe manner compatible with adjoining industrial uses and without serious effect, danger or hazard to nearby residential uses;
2. Providing for eating and drinking establishments that serve other permitted uses in the zone;
3. Providing for offices as an accessory use~~, except where owners have purchased development rights from county properties within defined sending areas (subject to the city's adoption of a TDR program)~~;
4. Providing design standards and guidelines that enhance the appearance and function of uses in the zone and their compatibility with surrounding uses;
5. Promoting mixed-use residential as a secondary use in areas identified as industrial residential in the comprehensive plan; and
6. Use of this zone is appropriate for areas designated light industrial or industrial residential in the comprehensive plan.

D. *Heavy industrial zone (I-H).* The I-H zone is intended to accommodate certain industrial structures and uses including large scale or very specialized industrial operations which might have external physical effects of an offensive or hazardous nature. These purposes are accomplished by:

1. Allowing the processing of raw materials and the manufacturing, processing, storing, and compounding of semi-finished or finished durable or nondurable products; and
2. Providing design standards and guidelines that provide for flexibility in the layout of buildings and site features, yet enhance the appearance of I-H zone uses and their compatibility with surrounding uses.
3. Use of this zone is appropriate for areas designated heavy industrial in the comprehensive plan.

(Ord. No. 4935, § 8, 12-18-2023; Ord. 4887 § 19, 2022; Ord. 4807 § 43, 2018; Ord. 4798 § 2, 2018; Ord. 4769 § 12, 2017; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 8. Section 15.310.040 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 3, is hereby amended to read as follows:**

**15.310.040 Use tables.**

Table 15.310.040
Residential-Based Uses

| Use | R-S | R-L | R-M | R-H | R-O | C-N | C-H | C-C | C-C II | I-L | NC-MU | RC-MU | I-H | P-R | MHP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESIDENTIAL, GENERAL | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Dwelling, single-family* (ECC 15.540.020) | P | P | P | | P | | | | | | | | | | P |
| Dwelling, cottage* (ECC 15.540.050) | P | P | P | | P | | | | | | | | | A[6] | |
| Dwelling, duplex* (ECC 15.540.030) | P[2] | P[2] | P | | P | | | P[7] | P[7] | | | | | A[6] | |
| Dwelling, townhouse* (ECC 15.540.060) | P[2] | P[2] | P | P | P | P[3] | | P[7] | P[7] | | P | P | | A[6] | |
| Dwelling, multifamily* (Division V of this title) | P[1,5] | P[1,5] | P | P | P | P[3] | C | P[7] | P[7] | | P | P | | A[6] | |
| Dwelling, live-work* | P[4] | P[4] | P[4] | P[4] | P[4] | P | | P[7] | P[7] | | P | P | | | |
| Manufactured home park* (ECC 15.340.040) | C | C | C | P | C | | | | | | | | | A[6] | P |
| GROUP RESIDENCES | | | | | | | | | | | | | | | |
| Boarding houses, lodging houses | | C | P | P | C | | | P[7] | P[7] | | P | P | | A[6] | |
| Adult family home* | P | P | P | P | P | P | | P[7] | P[7] | | P | P | | A[6] | |
| Community residential facility* | | | C | C | C | C | | P[7] | P[7] | | P | P | | P/A[6] | |
| Senior citizen assisted housing* | | | P | P | P | P | | P[7] | P[7] | | P | P | | A[6] | |
| Transitional housing* | P[5,9] | P[5,9] | P[9] | P[9] | P[9] | P[3,9] | C[9] | P[7,9] | P[7,9] | | P[9] | P[9] | | P[9] | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Permanent supportive housing* | P$^{5,9}$ | P$^{5,9}$ | P$^{9}$ | P$^{9}$ | P$^{9}$ | P$^{3,9}$ | C$^{9}$ | P$^{7,9}$ | P$^{7,9}$ | | P$^{9}$ | P$^{9}$ | | P$^{9}$ | |
| Indoor emergency shelter* | C$^{9}$ | C$^{9}$ | C$^{9}$ | C$^{9}$ | C$^{9}$ | C$^{9}$ | P$^{9}$ | P$^{9}$ | P$^{9}$ | | P$^{9}$ | P$^{9}$ | | P$^{9}$ | |
| Indoor emergency housing* | C$^{9}$ | C$^{9}$ | C$^{9}$ | C$^{9}$ | C$^{9}$ | C$^{9}$ | P$^{9}$ | P$^{9}$ | P$^{9}$ | | P$^{9}$ | P$^{9}$ | | P$^{9}$ | |
| RESIDENTIAL ACCESSORY USES | | | | | | | | | | | | | | | |
| Accessory dwelling unit* (ECC 15.540.040) | P | P | P | P | P | | | P$^{7}$ | P$^{7}$ | | | | | | |
| Home occupations* (ECC 15.340.020) | P | P | P | P | P | P | P | P$^{7}$ | P$^{7}$ | P | P | P | P | P$^{6}$ | P |
| Yard sale use | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ | A$^{8}$ |
| TEMPORARY LODGING | | | | | | | | | | | | | | | |
| Bed and breakfast (ECC 15.340.010) | P | P | P | P | P | | | P$^{7}$ | P$^{7}$ | | P | P | | | |

Development conditions:

1. Subject use may be permitted subject to density bonus incentives set forth in table 15.320.030 and chapter 15.330 ECC.
2. Duplexes and townhomes are permitted in the R-L and R-S zones on infill lots (preexisting legal lots of record as of December 31, 2021) notwithstanding the maximum density limits in table 15.320.030. For lots recorded after this date, duplexes and townhomes are permitted in the R-L and R-S zones but must meet the density requirements of ECC 15.320.030.
3. Residential uses are permitted in the C-N zone provided nonresidential uses occupy the ground floor of all buildings fronting on the street. For example, residential uses could be on upper levels of buildings fronting on the street or, for deep lots, subject residential uses may occupy any buildings away from the street and behind the buildings that front onto the street.
4. Nonresidential uses may be permitted within live-work dwellings subject to the permitted uses in the underlying zoning district.
5. Multifamily dwelling units shall not be located adjacent to existing single-family dwellings, except where such uses were approved on an individual plat.

6. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use (see ECC 15.310.050).
7. Except for lobbies or similar entrances, all permitted residential uses in the C-C and C-C II zones are prohibited within 30 feet of the sidewalk on the ground floor of properties fronting on storefront streets per ECC 15.510.050(E).
8. Yard sales are permitted as an accessory use to a dwelling; provided, that the following conditions are met:

   a. Only two yard/garage sales per dwelling unit not exceeding three consecutive days in duration are allowed per year;
   b. The occupant or tenant of the dwelling unit shall supervise and be responsible for the yard/garage sale activities including ensuring that there is no impediment to the passage of traffic on public roads and sidewalks adjacent to the sale;
   c. No goods are to be displayed in public rights-of-way without first obtaining a right-of-way use permit from the public works and utilities department; and
   d. Signs advertising the sale shall not be attached to any public structure, sign, sign or utility pole or traffic control devices and shall be removed within 24 hours of the sale completion.

9. Subject to the permanent supportive, transitional housing, emergency housing and emergency shelter facilities standards set forth in ECC 15.340.080.

Table 15.310.040
Nonresidential Uses

| Use | R-S | R-L | R-M | R-H | R-O | C-N | C-H | C-C | C-C II | NC-MU | RC-MU | I-L | I-H | P-R |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RETAIL | | | | | | | | | | | | | | |
| Auto sales, new and used | | | | | | | P | P[2] | P | | P | | | |
| Automobile fueling | | | | | | P | P | P | P | | P | P | | |
| Automobile, electric vehicle battery charging station | P[1] | P[1] | P[1] | P[1] | P[1] | P | P | P | P | P | P | P | P | P |
| Farmers' markets* | | | | | | P | | P | P | P | P | | | |
| Fruit stands* | P | P | P | P | P | | | | | | | | | |
| Heavy retail (ECC 15.130.080) | | | | | | | P | P[2] | P | | P | P | P | |
| Nurseries and greenhouses | P | | | | | | P | P | P | P | P | P | P | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Restaurants | P | P | P | P | P | P | P | P | P | P | P | P | | A[6] |
| Bars and brewpubs* | | | | | | P | P | P | P | P | P | P | | A[6] |
| Coffee house, espresso bar | P[5] | P[5] | P | P | P | P | P | P | P | P | P | P | | A[6] |
| Retail, small scale (<2,000 sf floor area) | P[5] | P[5] | P | P | P | P | P | P | P | P | P | | | A[6] |
| Retail, medium scale (2,000—20,000 sf floor area) | | | | | | P | P | P | P | P | P | | | A[6] |
| Retail, large scale (20,001—60,000 sf floor area) | | | | | | P[3] | P | P | P | P | P | | | |
| Retail, very large scale (60,001—100,000 sf floor area) | | | | | | | P | C | C | | P | | | |
| Retail, super scale (>100,001 sf floor area) | | | | | | | C | | | | C | | | |
| Regional retail commercial projects* (subject to the requirements in chapter 15.390 ECC) | P[8] | P[8] | P[8] | P[8] | P[8] | P[8] | P[8] | | | P[8] | P[8] | P[8] | | |
| Marijuana retailer* | | | | | | P[9] | P[9] | P[9] | P[9] | P[9] | P[9] | | | |
| PERSONAL AND GENERAL SERVICE | | | | | | | | | | | | | | |
| Day care I facilities* | P | P | P | P | P | P | P | P | P | P | P | P | | A[6] |
| Day care II facilities* | C | C | C | C | P | P | P | P | P | P | P | | | A[6] |
| Heavy services (see heavy retail and | | | | | | | P | P[2] | P | | P | P | P | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| services definition in ECC 15.130.080)* | | | | | | | | | | | | | | |
| Hotels/motels* | | | | | | | P | P | P | P | P | | | |
| Hospitals* | C | C | C | | P | | | C | P | | C | | | A[6] |
| Offices, medical* | | | | | P | P | P | P | P | P | P | | | P/A[6] |
| Kennels* | | | | | | | P | | P | | | P | | |
| Nursing homes* | C | C | C | P | P | | | P | P | | | | | P/A[6] |
| Marijuana cooperative* | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] |
| Personal service establishments* | P[5] | P[5] | P | P | P | P | P | P | P | P | P | | | A[6] |
| Laundromats and dry cleaners | | | P | P | P | P | P | P | P | P | P | P | | |
| Places of assembly* | C | C | C | C | P | P | P | P | P | C | C | C | | A[6] |
| Radio station (commercial) | | C | | | | | P | | | P | P | C | C | A[6] |
| Veterinary clinic | | | | | C | C | P | P | P | P | P | C | | |
| BUSINESS SERVICE | | | | | | | | | | | | | | |
| Conference center* | | | | | | | P | P | P | P | P | | | A[6] |
| Offices, business or professional*, small scale (<2,000 sf floor area) | P[5] | P[5] | | | P | P | P | P | P | P | P | P[4] | | P/A[6] |
| Offices, business or professional*, medium scale (2,000—20,000 sf floor area) | P[5] | P[5] | | | | | P | P | P | P | P | P | | P/A[6] |
| Offices, business or professional*, large scale | | | | | | | P | P | P | P | P | P | | P/A[6] |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (20,001—60,000 sf floor area) | | | | | | | | | | | | | | |
| Miniwarehouse facility* | | | C | | | | | | | | | C | C | |
| INDUSTRIAL | | | | | | | | | | | | | | |
| Light manufacturing* | | | | | | | P | P[2] | P[2] | P[2] | P[2] | P | P | |
| Light industry (ECC 15.130.120) | | | | | | | | P[2,7] | P[2,7] | P[2,7] | P[2,7] | P | P | |
| Hazardous waste treatment (off-site) (see definition of "off-site" in ECC 15.130.150) | | | | | | | | | | | | C | C | |
| Hazardous waste treatment (on-site) (see definition of "on-site" in ECC 15.130.150) | | | | | | | C | C | C | | | C | C | A[6] |
| Heavy industry (ECC 15.130.080) | | | | | | | | | | | | | C | |
| Marijuana processor* | | | | | | | | | | | | P[14] | P[14] | |
| Marijuana producer* | | | | | | | | | | | | P[14] | P[14] | |
| Tow vehicle storage area* | | | | | | | | | | | | P | P | |
| Vehicle wrecking yard* | | | | | | | | | | | | | C | |

Development conditions:

1. Vehicle battery charging stations are permissible for the primary use of residents and their guests in all residential zones. Battery charging station clusters are permitted for multifamily uses located in the R-M and R-H zones.
2. Use must be enclosed entirely within a building.
3. Grocery stores shall be the only retail uses permitted with more than 20,000 square feet of gross floor area.

4. ~~Except for o~~Office uses that are accessory to a permitted use.~~, office uses may be permitted through the purchase of transferable development rights, subject to the adoption of a TDR program by the city~~.
5. Subject nonresidential uses may be permitted in the R-S and R-L zones if the planned uses are at least 1,200 feet from an existing C-N zone or commercial use.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a primary public use or must be an accessory use to that primary public use. See ECC 15.310.050.
7. Includes light industrial activities that result in the production of goods placed for on-site retail sale. Special restrictions:

   a. No power tools or equipment are allowed which by their decibel, frequency, and/or other feature of their operation would negatively impact the surrounding area by reason of decibel levels, light (see chapter 15.580 ECC for standards), dust or other physical effect; and
   b. Production or manufacturing activity shall not occur between the hours of 10:00 p.m. and 6:00 a.m.

8. Regional retail is administered as an overlay zone pursuant to chapters 15.390 and 15.390A ECC, and only permitted within the designated boundaries identified in figure 15.390.040(A), the south interchange area, and figure 15.390.040(B), the west interchange area. Permitted uses and use restrictions within a regional retail commercial project are described in ECC 15.390.030. Design criteria for regional retail is governed by chapter 15.390A ECC.
9. All marijuana retail, production and processing facilities are subject to the requirements of chapter 15.370 ECC.
10. All marijuana cooperatives are subject to the requirements of ECC 15.370.030, chapter 314-55 WAC and chapter 69.51A RCW.

Table 15.310.040
Special Uses

| Use | R-S | R-L | R-M | R-H | R-O | C-N | C-H | C-C | C-C II | NC-MU | RC-MU | I-L | I-H | P-R |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PARK, OPEN SPACE AND RECREATIONAL | | | | | | | | | | | | | | |
| Cemeteries, columbarium or mausoleums | P | P | | | | | | | | | | | | |
| Golf course | P | | | | | | | | | | | | | P[11] |
| Golf driving range (not associated with a golf course) | C | | | | | | C | | | | | | | P[11] |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Recreation—outdoor (commercial)* | | | | | | | P | | | P | P | C | | A |
| Recreation—indoor (commercial)* | | | | | C | | P | P | P | P | P | C | | A |
| Recreation—small-scale indoor studios (commercial)* | P | P | P | P | P | P | P | P | P | P | P | C | | |
| Recreational vehicle parks (ECC 15.340.050) | | | | | | | P | | | | | | | |
| Parks, playgrounds (public or private) | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | P[1] | | P |
| CULTURAL AND ENTERTAINMENT | | | | | | | | | | | | | | |
| Adult entertainment establishment* | | | | | | | P[2] | | | | | | | |
| Art, performing arts, and recording studios | C | C | C | C | P | P | P | P | P | P | P | P | | P/A[7] |
| Museums | C[12] | C[12] | C[12] | C[12] | P | P | P | P | P | P | P | P | | P/A[7] |
| Theaters | | | | | P | P | P | P | P | P | P | C | | |
| EDUCATIONAL | | | | | | | | | | | | | | |
| Schools | C | C | C | C | C | | C | C | C | | | | | P[5] |
| GOVERNMENTAL | | | | | | | | | | | | | | |
| Court | | | | | | | P | P | P | | | | | P |
| Fire facility | | | | | | | P | | | | P | P | | P |
| Police facility | | | | | | P[3] | P | P[3] | P | | P | P | | P |
| Public agency or utility office* | | | | | | P | P | P | P | P | P | P | P | P/A |
| Public agency or utility yard | P[4] | P[4] | P[4] | P[4] | P[4] | P | P | C[4] | P | | | P | P | P/A |
| Utility facility*[8] | P | P | P | | P | P | P | P | P | | | P | P | P |
| Fairgrounds | | | | | | | | | | | | | | P |
| Public transportation | | | | | | | P | P | P | | P | P | P | P |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| passenger terminals | | | | | | | | | | | | | | |
| RESOURCE | | | | | | | | | | | | | | |
| Gardening or fruit raising (accessory use or noncommercial) | P | P | P | P | P | P | P | P | P | P | P | P | P | P/A[7] |
| Agriculture[*] | P[9] | | | | | | | | | | | | | |
| Small wind energy systems (ECC 15.340.060) | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] | P[10] /A[7] |
| REGIONAL | | | | | | | | | | | | | | |
| Airport | | | | | | | | | | | | | | PC[6] |

Development conditions:

1. Lighting for structures and fields shall be directed away from residential areas through the use of exterior full cut-off shields or through optics within the fixture.
2. Adult entertainment is regulated pursuant to chapter 6.72 ECC. Zoning locational standards within the C-H zone for adult entertainment establishments are:

   All such establishments must be at least 1,000 feet from any residential zone, parks, schools, historic district, any dwelling, freeway, highway, interstate, or major arterial (see map on file in the city clerk's office).

3. Limited to "storefront" police offices. Such offices shall not have:

   a. Holding cells;
   b. Suspect interview rooms (except in the C-N zone); or
   c. Long-term storage of stolen properties.

4. Public agency or utility yard conditions:

   a. Utility yards are only on sites with utility district offices; or
   b. Public agency yards are limited to material storage, vehicle maintenance, and equipment storage for road maintenance, facility maintenance, and parks facilities.

5. Excluding private or nonprofit commercial schools, for which the principal course work is business, vocational, or technical.
6. A conditional use permit is required for the following uses:

   a. Facilities to sell, service and store airplanes, service airport patrons, and those ordinarily incidental and essential to operation of a municipal airport; and
   b. Airport landing areas.

7. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use; see ECC 15.310.050. Subject uses must be managed by a public agency.
8. Wireless communication facilities, including wireless communication support towers and antenna arrays, are subject to the provisions of ECC 15.340.070 and chapter 15.395 ECC.
9. Agriculture uses are permitted in the subject zone provided the following conditions are met:

   a. The raising of swine, poultry or goats shall be restricted to youth educational projects or limited household consumption occurring on the same lot, or lots of record;
   b. No nuisances, such as noise, odor, air pollution, wastes, vibration, traffic or physical hazards, shall result therefrom; and
   c. Fencing and housing adequate to certain livestock shall be provided where livestock are kept, and all livestock shall be kept and maintained in accordance with applicable laws and regulations.

10. Small wind energy systems on properties listed in the Ellensburg landmarks register are subject to landmarks and design commission certificate of appropriateness.
11. Subject use shall be permitted only if it is a public facility.
12. Museums within the R-S, R-L, R-M and R-H zoning districts are permissible within existing buildings, or if for new construction only if the building is 2,000 square feet or less, and for both options through approval of a conditional use permit.

(Ord. No. 4929, § 3, 11-6-2023; Ord. 4887 § 22, 2022; Ord. 4807 § 44, 2018; Ord. 4804 § 3, 2018; Ord. 4769 § 13, 2017; Ord. 4728 § 4, 2016; Ord. 4724 § 4, 2016; Ord. 4696 § 3, 2015; Ord. 4669 § 3, 2014; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 5, 2-5-2024)

**Section 9. Section 15.320.090 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:**

**15.320.090 – Setbacks from alleys.**

Accessory buildings and accessory dwelling units~~, where built on top of an existing garage~~ may be built to a property line abutting an alley, provided sufficient turning movement and emergency vehicle access is provided within the alley. <u>Minimum side yard setbacks as required by Table 15.320.030 would still apply.</u>

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 10. Section 15.330.020 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 47, is hereby amended to read as follows:**

**15.330.020 - Density bonus system for the R-S and R-L zones.**

Table 15.330.020 summarizes the types of bonus elements and the range of density bonuses by percentages for each element. Details and conditions for each bonus element are provided in subsections (A) through (<u>E</u>~~F~~) of this section. Developments may use a combination of bonus elements provided they comply with the maximum density provisions set forth for the zone in table 15.320.030. An exception to the maximum density provisions is only provided for projects complying with net zero energy standards as set forth in subsection (A) of this section.

Table 15.330.020
Density Bonuses for the R-S and R-L Zones

| **Bonus element** | **Density bonus % increase** | **Special conditions** |
|---|---|---|
| Energy efficient construction/Built Green, LEED or other similar environmental certification | 25—150% | See subsection (A) of this section for details |
| Greater mix of housing types | 10—15% | See subsection (B) of this section for details. This option may be applied to all development sites with at least 5 acres |
| Off-street trails | 5—20% | See subsection (C) of this section for details |
| ~~Transfer of development rights (TDR)~~ | ~~Up to 50%~~ | ~~See subsection (D) of this section for details~~ |
| Historic preservation | 15 to 50% | See subsection (D~~E~~) of this section for details |
| Affordable housing | 15 to ~~50~~ 100% | See subsection (E~~F~~) of this section for details |

A. Energy efficient construction.
   1. *Table of green building and energy efficient density bonuses.* Four tiers of density incentives are employed to promote increasing levels of green building performance and higher energy efficiencies (via a green building rating system) in new developments. Applicable green building rating systems shall be indicated on the plat and confirmed with individual building permit application as directed in subsection (A)(2) of this section, project certification. The following table outlines density bonuses associated with specific green building rating systems for single-family, duplex and townhouse developments in the R-S and R-L zones.

Table 15.330.020(A)
Energy Efficiency Density Bonuses for the R-S and R-L Zones

| **Density bonus** | **20%** | **50%** | **100%** | **150%** |
|---|---|---|---|---|
| Compliance paths for single-family, cottages, duplexes, townhouses, and multifamily | | | | |
| Certification level required * | LEED-Silver or Built Green 4-star | LEED-Gold or Built Green 5-star | LEED-Platinum | Living Building Challenge |

Conditions/notes:

* Equivalent rating systems which require third party verification maybe be approved at the discretion of reviewing authority.

2. *Project certification.*

a. *Building permit.* The applicant shall submit a building permit that is consistent with all conditions of the land use permit approval. The applicant shall also submit documentation that the project has applied for certification by a green building rating system, such as LEED or Built Green. Proof of ongoing certification shall be required during construction and project certification must be completed prior to final occupancy.

b. *Living Building Challenge.* For projects pursuing the Living Building Challenge for the purpose of a density bonus, the applicant must show proof of pursuing ongoing certification during construction for all required elements. After construction and prior to issuance of the certificate of occupancy, the applicant must show proof of initial project compliance as to the site, materials, indoor quality and beauty/inspiration components of the Living Building Challenge and that the project is likely to achieve the elements of energy and water following 12 months of occupancy as required under Living Building Challenge certification. For those elements of energy and water that require occupancy of the building for 12 months for Living Building Challenge certification, the applicant must submit a report to the city following 12 months of occupancy, demonstrating its progress towards meeting these remaining elements of the Living Building Challenge standard. If certification of those elements has not been achieved, the applicant must provide quarterly reports of progress towards certification of these elements, including additional steps and timeline that will be taken to achieve certification.

B. *Mix of housing types.* Up to a ~~50~~ 15 percent density bonus may be provided for providing a diversity of housing types. ~~This option may be applied to all development sites at least five acres in area.~~

1. Housing mix density bonus table.

Table 15.330.020(B)
Housing Mix Density Bonuses

| **Housing mix** | **Density bonus** |
| --- | --- |
| At least 50% of the dwelling units are "alternative housing types" as defined below. At least 2 alternative housing types must be employed, with each type accounting for no less than 10% of the total units. | 10% |
| At least 67% of the dwelling units are "alternative housing types" as defined below. At least 3 alternative housing types must be employed, with each type accounting for no less than 10% of the total units. | 15% |

2. Alternative housing types include:

a. Accessory dwelling units (ADU) complying with design provisions set forth in ECC 15.540.040. Also note that while ADUs do not count as a unit for the purpose of calculating density, they may be counted as an alternative housing type for the purpose of calculating the percentage of alternative housing types to total permitted units;

b. Small detached single-family dwelling units. This includes dwellings no larger than 1,400 square feet in gross floor area, excluding an attached or detached garage or other nonhabitable floor area. Such dwellings must comply with design provisions set forth in ECC 15.540.020;

c. Cottage dwelling units, complying with design provisions set forth in ECC 15.540.050. Also note that each cottage shall count as one-half of a dwelling unit for the purpose of calculating allowed density. However, for the purpose of determining the percentage of alternative housing types, each cottage dwelling may be counted as a single unit;

d. Duplexes complying with design provisions set forth in ECC 15.540.030;

e. Townhouses complying with design provisions set forth in division V and notably ECC 15.540.060; and

f. Multifamily buildings, where permitted in the applicable zoning district, complying with design provisions set forth in division V.

3. The specific location, mixture, and amount of housing shall be indicated on the plat to ensure compliance with the density bonus provisions herein.

C. *Off-street trails.*

1. *Density bonus.* The density bonus percentage is based on the type and length of off-street trail with respect to the size of the development.

Table 15.330.020(C)
Off-street Trail Density Bonuses

| **Trail type** | **Trail extent** | **Density bonus %** |
|---|---|---|
| Walking, soft surface | >1 lf of trail/4 lf of site perimeter length | 5% |
| | >2 lf of trail/4 lf of site perimeter length | 10% |
| Walking, hard surface | >1 lf of trail/4 lf of site perimeter length | 10% |
| | >2 lf of trail/4 lf of site perimeter length | 15% |
| Multi-use | >1 lf of trail/4 lf of site perimeter length | 15% |
| | >2 lf of trail/4 lf of site perimeter length | 20% |

2. *Standards for trails.* Trails may either be a soft surface walking path, a hard surfaced walking path, or a wider hard surfaced multi-use pathway. As referenced in the nonmotorized transportation plan, federal, state, and professional guidance exists to ensure the system is designed to provide safe and accommodating facilities. Ellensburg relies primarily on:

a. The Federal Highway Administration's (FHWA's) National Bicycling and Walking Study: Case Study No. 24—Current Planning Guidelines and Design Standards Being Used by State and Local Agencies for Bicycle and Pedestrian Facilities, has detailed engineering solutions for many nonmotorized situations.

b. AASHTO Guide for the Development of Bicycle Facilities, 3rd Edition, offers guidelines and minimum design criteria for safe bicycle facilities.

c. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st Edition, has guidelines and minimum design criteria for pedestrian facilities.

d. WSDOT's Bicycle Facility Design Guidance (Chapter 1020) provides uniform minimum standards and criteria for the design and construction of bicycle facilities.

e. WSDOT's Pedestrian Design Guidance (Chapter 1025) serves as a standard for construction and design of pedestrian facilities.

f. The John Wayne Pioneer Trail, The Ellensburg Greenway: Reconnection Study (2001) will guide the planning and design of that trail.

g. ADA Accessibility Guidelines for Transportation Facilities is consulted to ensure facilities are available to everyone.

h. Manual on Uniform Traffic Control Devices for Streets and Highways, USDOT, FHWA; as adopted and modified by chapter 468-95 WAC provides standards for signs and other traffic control devices.

i. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide.

3. *Context.* The trails must be integrated into the design of the development as an amenity. To accomplish this goal, tall fences separating dwellings from trails are prohibited. Fences that separate dwellings in the subdivision from trails shall be less than 42 inches in height or at least 33 percent transparent (those portions of the fence taller than 42 inches in height). Notes referencing these standards shall be included on the plat. Fences adjacent to mid-block trails that run alongside yards are exempt from this standard.

~~D. *Transfer of development rights (TDR).* Developments may purchase the rights to develop additional units through the city's TDR program (subject to the city adopting a TDR program) in the amount equal to a 50 percent increase in on-site density. For example, if 60 dwelling units are permitted under base maximum density requirements, then up to 30 additional dwelling units may be developed on the site if purchased through the city's TDR program.~~

D~~E~~. *Historic preservation.*

1. *Density bonus.* For each building that is preserved, the development shall qualify with a minimum of 15 percent and a maximum of 50 percent increase in on-site density for one acre of development. For example, if the development site covers ten acres, the density bonus qualifies for one of the ten acres.

2. *Eligibility.* Properties eligible for this density bonus option must feature a property that is eligible for historic landmark listing under the Ellensburg landmarks register, per ECC 15.280.080. Subject properties must be in habitable condition, or improved to habitable condition. Developments may also receive the density bonus credit if they are moved to another site within the city provided the applicable building/site meets applicable standards set forth in this title.

E~~F~~. *Affordable housing.*

1. *Density bonus.* The available density bonus increase is based on the percentage of affordable housing units integrated into the subdivision, with a minimum of 15 percent to qualify and a maximum density bonus increase of ~~50~~ 100 percent. The percentage shall be based on the number of affordable housing units divided by the base maximum density. Up to 50 percent bonus is available for developments affordable to residents earning up to 80 percent of the Kittitas County Area Median Income (AMI) as identified annually by the US Department of Housing and Urban Development (HUD).

To receive density bonuses of more than 50 percent and up to 100 percent, the same calculation applies; plus at least 20 percent of the affordable-designated units must be restricted to and affordable for people earning no more than 60 percent of AMI.

Table: 15.330.020(E)-1

| Bonus Percentage (of base density) | Requirements |
|---|---|
| 15 to 50 percent | Affordability at up to 80 percent of AMI (affordable percentage equal to additional allowable percentage) |
| Above 50 percent up to 100 percent | Above requirements and calculation apply; plus at least 20 percent of affordable units must be affordable at no more than 60 percent of AMI. |

~~For example, if an applicant proposes 18 affordable units (up to 80 percent AMI) out of 60 maximum base units (30 percent), then the development is eligible for a 30 percent density bonus increase (in this case, 18 additional units). Even if the applicant seeks other density bonuses, the percentage of the affordable housing units will be measured against the base maximum density (not necessarily the total density, after other density bonuses).~~

Bonus Example 1: A project is eligible for a base maximum density of 60 units. To qualify for a 30 percent density bonus, or 18 additional units (78 total project units), at least 18 units across the project (30 percent of base) must be affordable up to 80 percent AMI. The affordable housing density bonus will be measured against the base maximum density, not the total density of other density bonuses.

Bonus Example 2: A project is eligible for a base maximum density of 20 units. To qualify for a 75 percent density bonus, or an additional 15 units (35 total project units), at least 15 units across the project (75 percent of base) must be affordable up to 80 percent AMI; of the 15 affordable units, at least three (20 percent of bonus) must be affordable at no more than 60 percent AMI.

Table 15.330.020(E)-2 Example Density Bonus Calculations

| Example # | Base maximum density | Affordable at <80% AMI | Affordable at <60% AMI | Bonus percentage applied | Total unit eligibility |
|---|---|---|---|---|---|
| 1 | 60 units | 18 units | 0 units | 30% | 78 units |
| 2 | 20 units | 12 units | 3 units | 75% | 35 units |

2. *Affordable housing unit requirements.*

a. *Affordability.* Units must be affordable (rent or mortgage and utility allowance do not exceed 30 percent of designated income) to persons with incomes at or below 80 percent of the median income for Kittitas County residents for a density bonus of 15 to 50 percent. For density bonuses of more than 50 and up to 100 percent, at least 20 percent of affordable units must be affordable (rent or mortgage and utility allowance do not exceed 30 percent of designated income) to persons with incomes at or below 60 percent of Kittitas County median income.

b. *Duration.* ~~Housing~~ Affordable-designated units shall serve only income-eligible households for a minimum period of 25 years from the later of the date when the affordability agreement between the housing owner and the city, as referenced in subsection (~~F~~E)(3) of this section, is recorded, or the date when the affordable housing becomes available for occupancy as determined by the city;

c. *Designation of affordable housing units.* Prior to the issuance of any permit(s), the director shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

i. *Location.* The location of the affordable housing units shall be disbursed throughout ~~approved by the city, with the intent that they generally be intermingled with all other dwelling units in~~ the development, not separated in physical access or orientation from market rate units;

ii. *Tenure.* The tenure of the affordable housing units (ownership or rental) shall be the same as the tenure for the rest of the housing units in the development; and

iii. *Size (bedroom).* The affordable housing units shall consist of a range of number of bedrooms that are comparable to units in the overall development~~;~~. ~~and~~

~~iv. *Size (square footage).* In no case shall the affordable housing units be less than 500 square feet for a studio unit, 600 square feet for a one-bedroom unit, 800 square feet for a two-bedroom unit, or 1,000 square feet for a three-bedroom unit;~~

d. *Design.* The exterior design of the affordable housing units must be compatible and comparable with the rest of the dwelling units in the development and must comply with project design provisions specified in division V. ~~The interior finish and quality of construction of the affordable housing units shall at a minimum be comparable to entry level rental or ownership housing in the city~~; and

e. *Timing/phasing.* The affordable housing units shall be available for occupancy in a time frame comparable to the availability of the rest of the dwelling units in the development.

3. *Affordability agreement.* Prior to issuing any building permit, an agreement in a form approved by the director that addresses price restrictions, homebuyer or tenant qualifications, phasing of construction, monitoring of affordability, duration of affordability, and any other applicable topics of the affordable housing units shall be recorded with Kittitas County auditor's office. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the applicant. The city may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for the purpose of enabling the owner to obtain financing for development of the property.

4. *Monitoring and fee.* The city reserves the right to establish in the affordability agreement referred to in subsection (E~~F~~)(3) of this section, monitoring fees for the affordable housing unit, which can be adjusted over time to account for inflation. The purpose of any monitoring fee is for the review and processing of documents to maintain compliance with income and affordability restrictions of the affordability agreement.

(Ord. 4807 § 47, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 11. Section 15.540.020 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 6, is hereby amended to read as follows:**

**15.540.020 - Single-family design standards.**

A. *Purpose.*

1. To enhance the character of the street;
2. To maintain "eyes on the street" for safety to pedestrians and to create a more welcoming and interesting streetscape;
3. To deemphasize garages and driveways as major visual elements along the street; and
4. To provide usable yard space for residents.

B. *Entries and facade transparency.*

1. Clear and obvious pedestrian access between the sidewalk and the building entry is required for new dwelling units (the driveway may be used to help meet this requirement);
2. All new houses shall provide a covered entry with a minimum size of three feet by three feet. Covered entries may project up to six feet into the front yard per chapter 15.320 ECC; and
3. At least eight percent of the facade (all vertical surfaces facing the street) shall include transparent windows or doors.

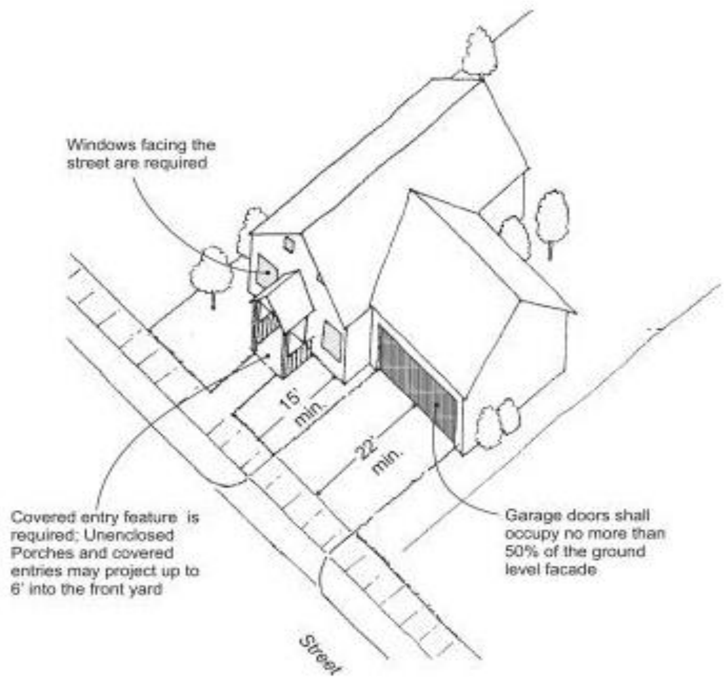



**Figure 15.540.020(B). Single-family design requirements.**

C. *Garage placement and design.*

1. Where lots abut an alley, the garage or off-street parking area is encouraged to take access from the alley;
2. The garage doors shall occupy no more than 50 percent of the ground-level facade facing the street. Departure: garage doors may exceed this limit up to a maximum of 65 percent of the ground level facade facing the street provided at least two of the following design details are utilized. For front-loaded lots where the garage faces the street and the garage is even with the facade of the house or less than five feet behind the front facade of the house, at least one of the following design details shall be utilized:

   a. A decorative trellis over the entire garage;
   b. A window or windows are placed above the garage on a second story or attic space under roofline;
   c. A balcony that extends out over the garage and includes columns;
   d. Utilizing all single vehicle car doors as an alternative to wider garage doors suitable for two-car garages;
   e. Decorative windows on the garage door;
   f. Decorative details on the garage door. Standard squares on a garage door will not qualify as a decorative detail;
   g. A garage door color (other than white) that matches or complements the color of the house; and/or
   h. Other design techniques that meet the intent, as determined by the director.

**Figure 15.540.020(C). Garage design detail examples.**

3. The minimum garage setback is at least 22 feet from the sidewalk edge.

D. *Driveway standards.* Where a new driveway off of a public street is permitted, the following standards apply:

1. No more than one driveway per dwelling unit;
2. Private driveways shall not exceed the following widths:

| Width of lot | Width of driveway |
|---|---|
| Less than 16 feet | 8 feet |
| 16 to 30 feet | 50% of lot width |
| 30 to 50 feet | 20 feet |
| Over 50 feet | 25 feet |

3. Tandem parking configurations may be used to accommodate two-car garages for single-family and duplex structures pursuant to ECC 15.550.040(A).

The width of properties with nonparallel side lot lines shall be determined at the plane of the garage door when determining conformance with the standards above.

Also see section 3, street standards, of the city's public works development standards for additional driveway standards.

E. *Minimum usable open space.* All new single-family residences shall provide a contiguous open space equivalent to ten percent of the lot size (excluding area within an adjacent alley or public right-of-way). ~~Such open space shall not be located within the front yard.~~ The required open space shall feature a minimum dimension of 15 feet on all sides. For example, a 6,000-square-foot lot would require a contiguous open space of at least 600 square feet, or 20 feet by 30 feet in area. Driveways shall not count in the calculations for usable open space. Single-family additions shall not create or increase any nonconformity with this standard.

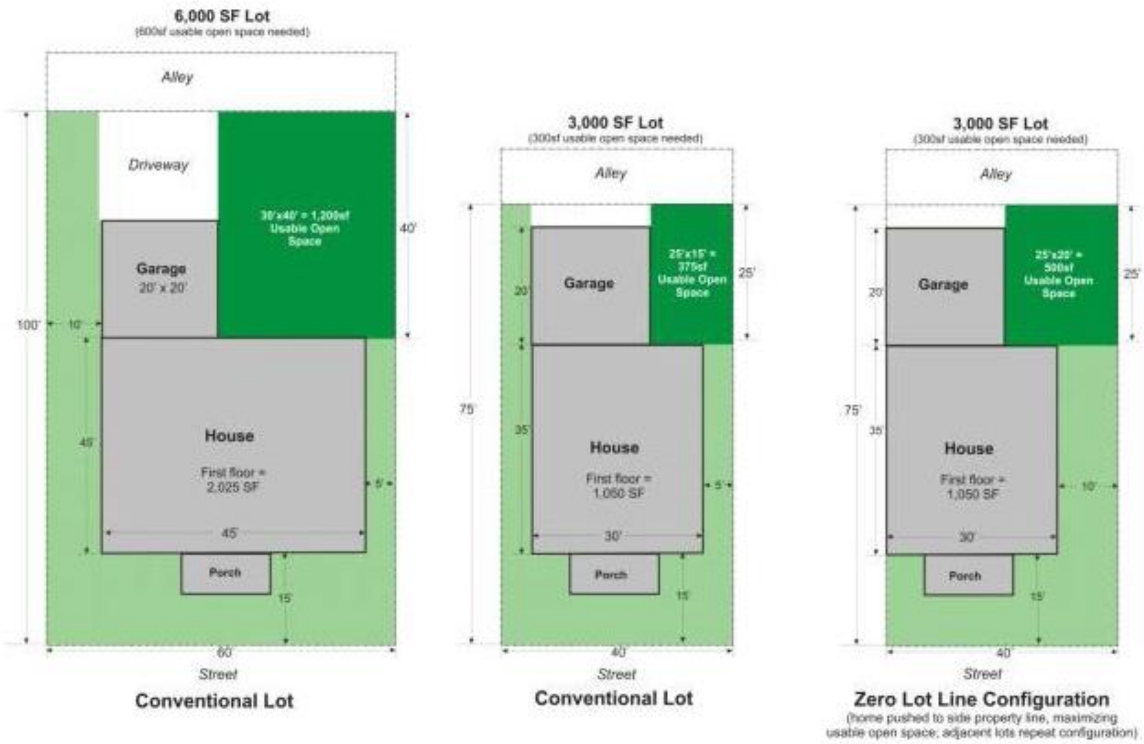



**Figure 15.540.020. Examples of how to meet open space requirements for alley-loaded lots.**

~~F. *Energy efficiency.* Single-family dwellings and accessory buildings are encouraged to meet the energy efficiency guidelines set forth in ECC 15.530.070.~~

(Ord. No. 4929 , § 6, 11-6-2023; Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 12. Chapter 15.540.030 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 58, is hereby amended to read as follows:**

**15.540.030 - Duplex design standards.**

A. *Purpose.* Duplexes should be designed similar in nature to single-family dwellings and shall feature a visible entry and windows facing the street. The visibility of driveways and garages should be minimized and sufficient private open space should be provided.

B. *Design provisions.* Specifically, duplexes shall comply with the single-family design provisions set forth in ECC 15.540.020 with the following exceptions and additional provisions:

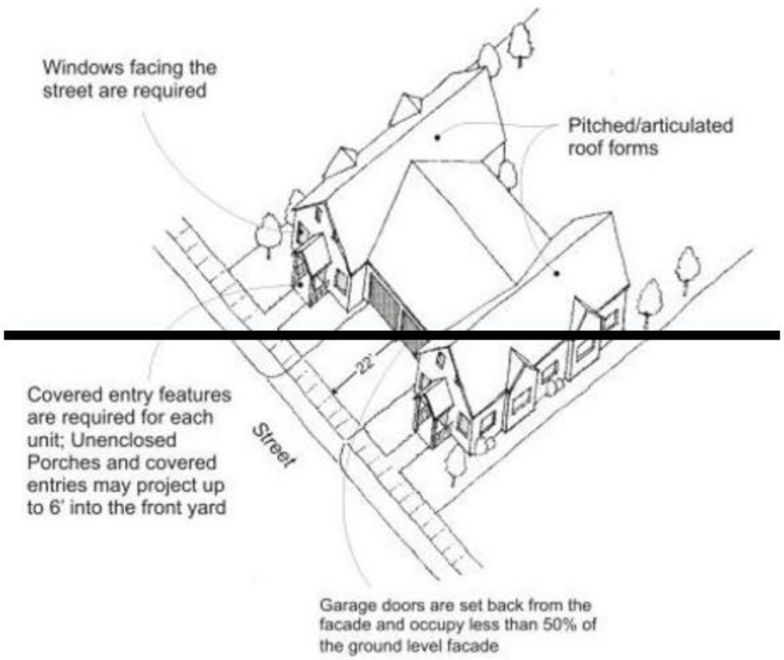
1. Duplexes may include a 24-foot-wide shared driveway or two 12-foot driveways on opposite ends of the lot;

2. Tandem parking to accommodate two-car garages may be used for duplex structures pursuant to ECC 15.550.040(A); <u>and</u>

3. Separate covered entries for each unit are required (applicable to new buildings only)~~;~~.

4. ~~Duplexes on corner lots shall place pedestrian entries on opposite streets (applicable to new buildings only); and~~

~~5. Duplexes shall use articulated roof forms to help break up the massing of buildings and distinguish individual units. Duplexes on corner lots may be exceptions, where it is often desirable for a duplex to appear as one dwelling unit (but with entries on opposite streets).~~



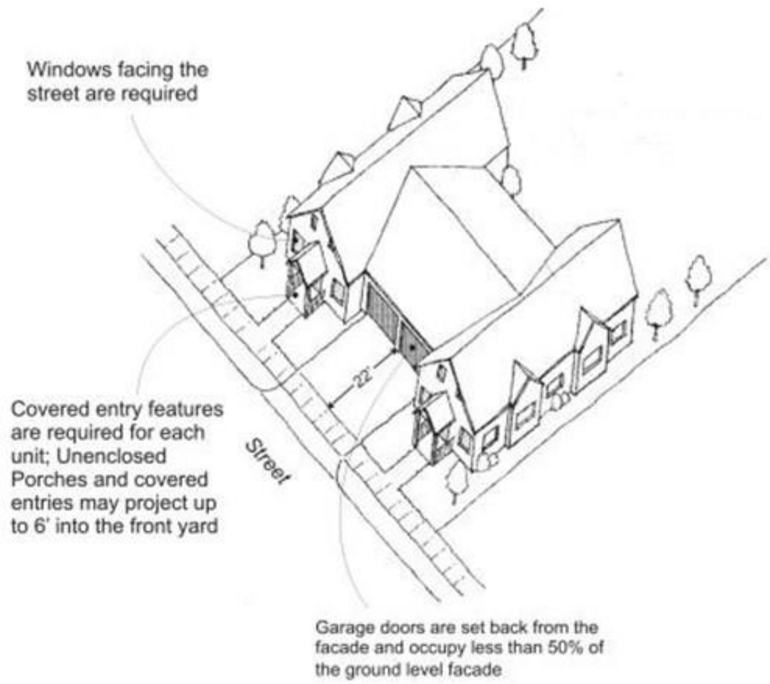



**Figure 15.540.030. Diagram illustrating duplex design provisions.**

(Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 13. Section 15.540.040 of the Ellensburg City Code, as last amended by Ordinance 4810, Section 1, is hereby amended to read as follows:**

**15.540.040 - Accessory dwelling unit design standards (ADU)**

A. *Purpose.*

1. To provide infill housing opportunities throughout residential zones in Ellensburg;
2. To provide affordable housing options; and
3. To provide an opportunity for rental income for property owners.

B. *Standards for all ADUs.* An ADU is designed and established to be a separate dwelling unit that is accessory to a principal unit ~~primary single-family dwelling~~. ADUs can be attached to the primary dwelling or detached. ADUs differ from duplexes in the zoning districts where they are allowed and ADUs are subject to specific size and design criteria relative to the primary dwelling unit. ADUs shall not be subject to any more restrictive setback requirements, yard coverage limits, restrictions on entry door locations or aesthetic requirements than the principal unit. If standards conflict, the principal unit standards shall apply.

~~ADUs are prohibited on any lot of record that is currently developed with a single-family dwelling unit that has been converted to a multifamily use. For example, this would include a single-family dwelling unit that has a defined "unit A" and a "unit B."~~

~~Subject to the prohibition above, one~~ Two accessory dwelling units are ~~is~~ permitted on any lot of record in any zone that ~~is~~ permits single-family dwellings and is currently developed with a ~~single-family dwelling~~ principal unit provided all of the following conditions are met:

1. ~~No more than two bedrooms shall be provided in an accessory dwelling unit;~~
2. ~~ADUs shall contain a minimum of 300 square feet in floor area, exclusive of stairways or garage area; and~~
1. ADUs shall not exceed 1,000 square feet of gross floor area. Gross floor area is the interior habitable area under the International Residential Code, including basements and attics, where they meet height minimums, but does not include a garage or accessory structure; and
3. ~~ADUs shall not exceed 40 percent of the floor area of a primary dwelling unit or 1,000 square feet, whichever is less, except as follows:~~

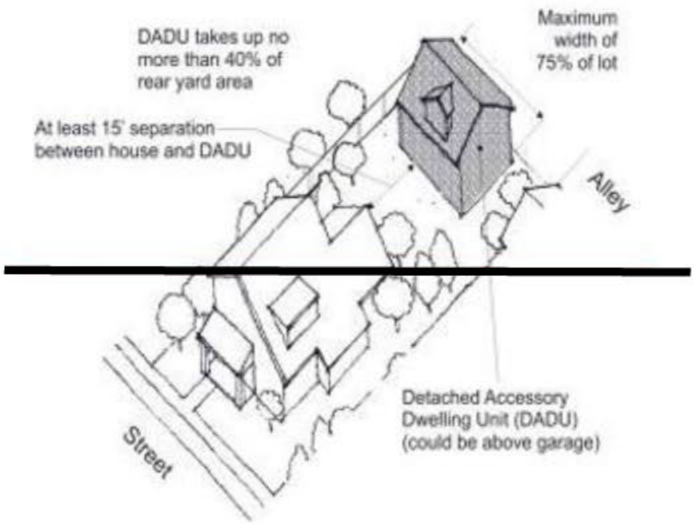
    a. ~~An ADU up to 500 square feet in floor area shall be allowed when the size of the primary dwelling unit would restrict the size of the ADU to less than 500 square feet in floor area. For example: a primary dwelling unit that has a floor area of 1,000 square feet would be allowed an ADU up to 500 square feet rather than an ADU of 400 square feet in floor area (40 percent of 1,000 square feet);~~
    b. ~~For attached ADUs only, the city may allow for an increased size up to 1,000 square feet maximum in order to efficiently use all floor area on one floor or a portion of an existing house constructed as of December 2, 2013, as long as all other standards herein are met; and~~

~~4~~2. The presence of an accessory dwelling unit must be clearly identified on each entrance by proper numbering.

C. *Additional standards for a detached ADU (DADU).*

1. DADUs may be separate freestanding structures located to the side or rear of a primary dwelling unit or may be placed next to and/or above a garage. Existing structures or garages can be converted to an ADU provided the conversion does not impact the ability for the principal unit to demonstrate consistency with current parking standards at the time of building application. This conversion shall not make a legal nonconforming structure or garage more nonconforming in relation to setback or building size; and
2. ~~DADUs are subject to the building placement standards set forth for garages for the applicable land use district in chapter 15.320 ECC;~~
3. ~~The site coverage of the DADU and accessory buildings shall not exceed 40 percent of the rear yard area;~~

2. ~~4.~~ There shall be a minimum separation of 15 feet between the existing dwellings and the DADU, except where the DADU is converted from an existing garage or structure or ~~is~~ built on top of and/or next to an existing garage or structure.~~; and~~




~~**Figure 15.540.040(C). DADU example/standards.**~~

~~5. The maximum width of the DADU shall be 75 percent of the width of the lot, including all projecting building elements such as bay windows and balconies.~~

(Ord. 4810 § 1, 2018; Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 14. Section 15.540.050 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 58, is hereby amended to read as follows:**

**15.540.050 – Cottage housing design standards.**

A. *Purpose.*

1. To provide an opportunity for small, detached housing types clustered around a common open space;
2. To ensure that cottage developments contribute to the overall character of residential areas;
3. To provide for centrally located and functional common open space that fosters a sense of community;
4. To provide for semi-private area around individual cottages to enable diversity in landscape design and foster a sense of ownership;
5. To minimize visual impacts of parking areas on the street and adjacent properties and the visual setting for the development; and
6. To promote conservation of resources by providing for clusters of small dwelling units on a property.

B. *Description.* Cottage housing refers to clusters of small detached dwelling units arranged around a common open space.

C. *Lot configuration.* Cottages may be configured as condominiums or fee-simple lots provided they meet the standards herein.

D. *Density calculation* ~~*bonus*~~ Due to the smaller relative size of cottage units, each cottage shall be counted as one-half a dwelling unit for the purpose of calculating density. For example, a cluster of six cottages would be equivalent to three dwelling units. When calculating parking, one cottage shall be counted as one dwelling unit.

E. *Dimensional standards.*

Table 15.540.050(A)
Dimensional Standards for Cottages

| Standard | Requirement |
|---|---|
| Maximum floor area | ~~1,200~~ 1,500 SF |
| Minimum common space (see subsection (I) of this section for more info) | ~~400~~ 300 SF/unit |
| ~~Minimum private open space (see subsection (J) of this section for more info)~~ | ~~200 SF/unit~~ |
| Maximum height for cottages | 26 ft. (all parts of the roof above 18 ft. shall be pitched with a minimum roof slope of 6:12) |
| Maximum height for accessory structures of cottages | ~~18~~ 24 ft. |
| Setbacks (to exterior property lines) | See ECC 15.320.030 |
| Minimum distance between structures (including accessory structures) | 10 ft. |
| Minimum parking spaces per cottage | See table 15.550.040(A) |

*F. Units in each cluster*. Cottage housing developments shall contain a minimum of four and a maximum of 12 cottages located in a cluster to encourage a sense of community among the residents. A development site may contain more than one cottage housing development.

G. *Transparency* ~~*Windows on the street*~~. - Transparent windows and/or doors are required on at least ~~ten~~ eight percent of the facades (all vertical surfaces) of all cottages facing the street and common open space. ~~For facades facing north, at least eight percent of the facade shall include~~

~~transparent windows or doors~~. Departures will be considered pursuant to ECC 15.210.060 for cottages where that standard applies to two or more facades, provided the design meets the purpose of the standards.

H. *Parking and driveway location and design.*

1. Parking shall be located on the same property as the cottage development;
2. Where lots abut an alley, the garage or off-street parking area is encouraged to take access from the alley;
3. ~~Parking areas shall be located to the side or rear of cottage clusters and not between the street and cottages.~~ Parking is prohibited in the front and interior setback areas;
4. ~~Parking and vehicular areas shall be screened from public street and adjacent residential uses by landscaping or architectural screens. For parking lots adjacent to the street, at least ten feet of Type C landscaping (see ECC 15.570.040(C)) shall be provided between the sidewalk and the parking area. For parking lots along adjacent residential uses, at least five feet of Type A, B, or C landscaping (see ECC 15.570.040) shall be required. The city will consider alternative landscaping techniques provided they effectively mitigate views into the parking area from the street or adjacent residential uses and enhance the visual setting for the development;~~ Streetscape Design must be provided consistent with relevant standards in ECC Chapter 15.410;
~~5. Parking shall be located in clusters of not more than five adjoining uncovered spaces (except where adjacent to an alley). Departures will be considered pursuant to ECC 15.210.060 provided alternative configurations improve the visual setting for development;~~
~~6.~~ 5. Garages may be attached to individual cottages provided all other standards herein are met. ~~and the footprint of the ground floor, including garage, does not exceed 1,000 square feet.~~ Such garages shall be located away from the common open spaces; and
~~7.~~ 6. No more than one driveway per cottage cluster shall be permitted, except where clusters front onto more than one street.

I. *Common open space requirements.*

~~1. Open space shall abut at least 50 percent of the cottages in a cottage housing development;~~
~~2.~~ 1. Open space shall have cottages abutting on at least two sides;
~~3.~~ 2. Cottages shall be oriented around ~~and have the main entry from~~ the common open space; and
~~4. Cottages shall be within 60 feet walking distance of the common open space; and~~
3. Open space shall include at least one courtyard, plaza, garden, or other central open space, with access to all units. The minimum dimensions of this open space are 15 feet by 15 ~~20~~ feet.

~~J. *Required private open space.* Private open space shall be required adjacent to each dwelling unit for the exclusive use of the cottage resident(s). The space shall be usable (not on a steep slope) and oriented toward the common open space as much as possible, with no dimension less than ten feet.~~

~~K. *Porches.* Cottage facades facing the common open space or common pathway shall feature a roofed porch at least 80 square feet in size with a minimum dimension of eight feet on any side.~~

~~L.~~ J. *Covered entry and visual interest.* Cottages located facing a public street shall provide:

1. A covered entry feature (with a minimum dimension of three ~~six~~ feet by three ~~six~~ feet) ~~visible from the street~~; and
2. At least ten feet of landscaped open space between the residence and the street.~~; and~~
3. ~~At least two architectural details, such as:~~
    - ~~a. Decorative lighting;~~
    - ~~b. Decorative trim;~~
    - ~~c. Special door;~~
    - ~~d. Trellis or decorative building element; and/or~~
    - ~~e. Bay window.~~

~~Alternative design treatments will be considered as departures pursuant to ECC 15.210.060 provided the design treatments provide visual interest to the pedestrian.~~

~~M.~~ K. *Character and diversity.* Cottages and accessory buildings within a particular cluster shall be designed within the same "family" of architectural styles. Examples of elements include:

1. Similar building/roof form and pitch;
2. Similar siding materials;
3. Similar porch detailing; and/or
4. Similar window trim.

A diversity of cottages can be achieved within a "family" of styles by:

1. Alternating porch styles (such as roof forms);
2. Alternating siding details on facades and/or roof gables; and/or
3. Different siding color.


**Figure 15.540.050(~~M~~K)(1). ~~Typical~~ Sample cottage housing layouts – Example 1.**


<u>**Figure 15.540.050(K)(1). Sample cottage housing layouts – Example 2.**</u>


**Figure 15.540.050(M)(2). Cottage housing examples.**

~~N. *Energy efficiency.* Cottages and accessory buildings are subject to energy efficiency guidelines and standards set forth in ECC 15.530.070.~~

(Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 15. Section 15.540.060 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 58, is hereby amended to read as follows:**

**15.540.060 - Townhouse Design Standards.**

A. *Purpose.*

1. To ensure that townhouse developments enhance the pedestrian-oriented character of downtown streets;
2. To provide adequate open space for townhouse developments;
3. To reduce the impact of garages and driveways on the pedestrian environment;
4. To reduce the apparent bulk and scale of townhouse buildings compatible with adjacent uses; and
5. To promote architectural variety that adds visual interest to the neighborhood.

**Figure 15.540.060(A). Desirable townhouse example. With units fronting on the street and garages placed to the rear accessible from an alley or shared driveway.**

B. *Entries.*

1. Townhouses fronting on a street must all have individual ground-related entries accessible from the street. Configurations where enclosed rear yards back up to a street are prohibited;
2. Separate covered entries at least three feet deep are required for all dwelling units; and
3. For sites without alleys or other rear vehicular access, new buildings are encouraged to ~~must~~ emphasize individual pedestrian entrances over private garages ~~to the extent possible~~ by ~~using both of the following measures: enhance~~ enhancing entries with a trellis, small porch, or other architectural features that provide cover for a person entering the unit and a transitional space between outside and inside the dwelling.~~; and~~
    a. ~~Provide a planted area in front of each pedestrian entry of at least 20 square feet in area, with no dimension less than four feet.~~
    b. ~~Provide a combination of shrubs or groundcover and a tree (refer to city arborist or street tree list if available); and~~
4. ~~Planting strips with no dimension less than four feet are required adjacent to the primary entry of all dwelling units. This includes townhouses located to the rear of lots off an alley or private internal drive.~~

C. *Garages and driveways.*

1. Where lots abut an alley, the garage or off-street parking area should take access from the alley.
2. For lots without alleys, individual driveways off of the street are prohibited (shared driveways are required).
3. Garages facing a public street are prohibited.
4. Internal drive aisle standards.
    a. Must meet minimum fire code widths;
    b. Minimum building separation along uncovered internal drive aisles shall be 25 feet. The purpose is to provide adequate vehicular turning radius, allow for landscaping elements on at least one side, and to provide adequate light and air on both sides of the dwelling units and drive aisles, which often function as usable open space for residents; and
    c. Upper level building projections over drive aisles are limited to three feet, and must comply with provisions in subsection (C)(4)(b) of this section.

~~**Figure 15.540.060(C). Good and bad examples of garage/entry configurations. The left example features a landscaped area and a trellis to highlight the entry. In the middle image, the balconies and landscaped areas deemphasize the garage. In the right image, the lack of landscaping is a glaring omission.**~~

D. Open space. Townhouse residential units shall provide open space at least equal to ten percent of the building living space, not counting automobile storage. The required open space may be provided by one or more of the following ways:

1. Usable private open space that is directly adjacent and accessible to dwelling units. Such space shall have minimum dimensions of at least 12 feet on all sides and be configured to accommodate human activity such as outdoor eating, gardening, toddler play, etc.;
2. Common open space meeting the requirements of ECC 15.520.030(E)(1);
3. Balconies, decks and/or front porches meeting the requirements of ECC 15.520.030(E)(2); and/or
4. Community garden space meeting the requirements of ECC 15.520.030(E)(5).

E. *Building design.*

~~1.~~ *Townhouse articulation.* Townhouse buildings shall comply with multifamily building articulation standards as set forth in ECC 15.530.030(D) except that the articulation intervals shall be no wider than the width of units in the building. ~~Thus, if individual units are 15 feet wide, the building shall include at least three articulation features per ECC 15.530.030(D) for all facades facing a street, common open space, and common parking areas at intervals no greater than 15 feet.~~

~~*2. Repetition with variety*. (See Figures 15.540.060(E)(2) and 15.540.060(E)(3).) Townhouse developments shall employ one or more of the following "repetition with variety" guidelines:~~

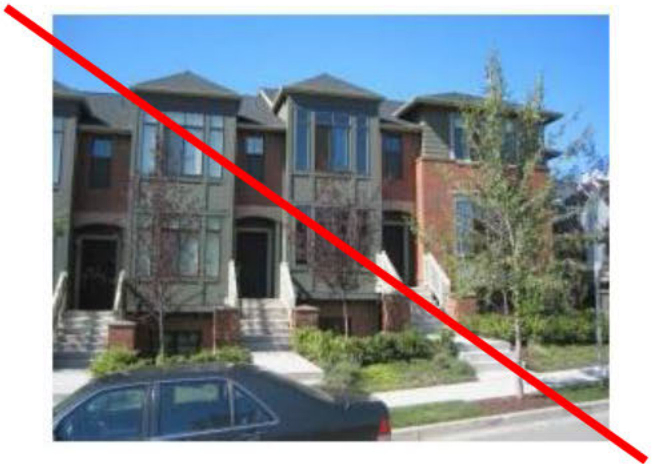
~~a. Reversing the elevation of two out of four dwellings for townhouses;~~

~~b. Providing different building elevations for external townhouse units (versus internal units) by changing the roofline, articulation, windows, and/or building modulation patterns;~~

~~c. Adding a different dwelling design or different scale of the same design, such as adding a one-story version of the basic dwelling design where two stories are typical (or a two-story design where three stories are typical); and/or~~

~~d. Other design treatments that add variety or provide special visual interest. While the variable use of color on buildings can be effective in reducing the perceived scale of the building and adding visual interest, color changes alone are not sufficient to meet the purpose of the guidelines.~~

~~**Figure 15.540.060(E)(2). Acceptable townhouse configuration employing the repetition with variety concept.**~~



~~**Figure 15.540.060(E)(3). An acceptable townhouse building. Note the landscaped front yards and individual walkways and entries. The internal units each have distinct, but identical windows and roof forms. The outside unit is differentiated through the use of building materials, window design, unit size, and facade detailing.**~~

~~F. *Energy efficiency.* Townhouses are subject to energy efficiency provisions set forth in ECC 15.530.070.~~

(Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 16. Section 15.550.040 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 8, is hereby amended to read as follows:**

**15.550.040 - Computation of required off-street parking spaces.**

A. Spaces required. Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Table 15.550.040(A)
Computation of Required Off-Street Parking Spaces

| Category of land use [1] | Minimum parking spaces required |
|---|---|
| RESIDENTIAL/LODGING | |
| Dwelling, single-family | 2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for single-family units. |
| 1st Accessory dwelling unit | None required |
| 2nd Accessory dwelling unit | 1.0 per dwelling unit |
| Apartment: | |
| Duplex | 2.0 per dwelling unit; for structures containing more than 4 6 bedrooms, 1 additional space for each bedroom in excess of 4 6 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for duplex dwelling units. |
| Townhouse | 1.0 per dwelling unit for 1-2 bedroom units. 2.0 per dwelling unit for units with 3-4 bedrooms; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided |
| Studio units | ~~1.2~~ 1.0 per dwelling unit |
| Studio and 1-bedroom units in C-C zone outside of the downtown historic district | 0.7 per dwelling unit |
| 1-bedroom units | ~~1.5~~ 1.0 per dwelling unit |

| Category of land use [1] | Minimum parking spaces required |
|---|---|
| 2-bedroom residential units and larger in C-C zone outside of the downtown historic district | 0.7 per bedroom |
| 2-bedroom units or larger | 1.0 per bedroom |
| Cottage housing | ~~1.5~~ 1.0 per dwelling unit |
| Senior housing | 1.0 per dwelling unit (this may be reduced based on the characteristics of the use) |
| Adult family home | 2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted. |
| Senior citizen assisted housing | 1.0 per 2 dwelling or sleeping units |
| Community residential facilities | 1.0 per 2 bedrooms |
| Boarding houses, lodging houses | 1.0 per bedroom |
| Hotel/motels (where restaurants and conference facilities are included, see standards for applicable use) | 1.0 per guest room |
| Bed and breakfast guesthouse | 1.0 per guest room, plus 2.0 per facility |

Notes:

A. In those situations where a particular use is not specifically mentioned in this table, the requirements for off-street parking shall be determined by the director and in accordance with the most comparable use listed.

B. Uses in the C-C zone. There are no off-street parking requirements for any uses in the C-C zone, except residential uses located outside of the downtown historic district shall provide at least 0.7 parking spaces per bedroom (studio apartments shall be considered a one-bedroom apartment).

C. Shell building permit applications. When the city has received a shell building permit application, off-street parking requirements shall be based on the possible tenant improvements or uses authorized by the zone designation and compatible with the limitations of the shell permit. When the range of possible uses results in different parking requirements, the director shall establish the amount of parking based on a likely range of uses.

For example, an applicant submits a permit for a 5,000-square-foot shell building in the C-H zone. The zone allows for a range of retail, personal, and general service retail uses. Most permitted uses in this zone fall in the category of general retail and service uses in table 15.550.040(A) which requires one space per 300 square feet of gross floor area. Restaurants require more parking (one space per 200 square feet of gross floor area). While the director might find it unreasonable to require parking for the "worst case scenario" in terms of possible use types, he or she will typically choose a requirement that falls between the possible use scenarios. In this case, the odds are that most possible uses fall in the general retail and service use category with a lower parking requirement, though a slightly higher parking requirement would make sense given the possibility of a use such as a restaurant, which requires greater parking. Thus, a compromise standard, requiring a minimum of one space per 275 square feet of gross floor area, would be reasonable in this instance.

D. Other provisions of code. Where other provisions of this code stipulate reduced minimum parking requirements, those provisions shall apply.

E. Bicycle parking. Multifamily and nonresidential developments shall provide for bicycle parking per the standards below:

1. Amount of bicycle parking.

Table 15.550.040(B)
Computation of Required Off-Street Bicycle Parking Spaces

| Category of land use | Minimum parking spaces required |
|---|---|
| Single-family dwelling | None |
| Multifamily dwelling | 0.5 space per dwelling unit (units with private garages are exempt) |
| Hotel/motels | 1.0 per 20 guest rooms |
| Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses | 1.0 per 5,000 square feet of gross floor area for up to 50,000 square feet, then 1.0 per 10,000 square feet beyond 50,000 |
| Restaurant, taverns, or similar uses where patrons sit down for service | 1.0 per 800 square feet of gross floor area |
| All other uses | 1.0 per 5 required vehicle parking spaces |

2. Parking location and design—Nonresidential uses. Bicycle facilities for patrons shall be located within 100 feet of the building entrance and located in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per chapter 15.580 ECC.

3. Parking location and design—Residential uses. Bicycle facilities for residents shall be located within 100 feet of all building or individual unit entrances and located on the ground level in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per chapter 15.580 ECC.

4. Bicycle parking hardware shall be installed according to its manufacturer's instructions, allowing adequate clearance for bicycles and their riders.

5. Projects in the C-C zone may contribute to a bicycle parking fund (subject to establishment by the city) maintained by the city in lieu of required parking set forth in table 15.550.040(B). Calculation of the required fund contributions will be based on the cost to purchase, install, and maintain bicycle parking and associated improvements. The cost will be adjusted annually by the city. The fund will be used by the city to provide bicycle parking in the C-C zone and in other locations within the city.

F. Primary use. The minimum number of parking spaces shall be computed based on the primary uses on the property, except as stated in subsection (G) of this section that addresses accessory uses. When there are two or more separate primary uses on a property, the required off-street parking for the property is the sum of the required parking for the individual primary uses.

G. Accessory use. When more than 20 percent of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated separately for the accessory use and for the primary use and then added together for the total required off-street parking. When 20 percent or less of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated on the gross floor area of the building as if it were all under the primary use.

Examples:

1. A 40,000-square-foot building containing a 30,000-square-foot warehouse space (75 percent of total) and a 10,000-square-foot accessory office space (25 percent of total). The minimum parking requirement would be calculated separately for the office use and the warehouse use and then added together.

2. The same 40,000-square-foot building containing a 35,000-square-foot warehouse space (88 percent of total) and a 5,000-square-foot accessory office space (12 percent of total). The required parking would be based solely on the gross floor area of the building as if it were all the primary use (40,000 square feet).

H. On-street parking. On-street parking immediately adjacent to the property may be counted towards the parking requirement for nonresidential uses.

I. Off-site parking. Off-site parking is not permitted for residential uses outside of the C-C zone, except for guest parking provisions associated with local access streets per ECC 15.410.040(B)(2). For nonresidential uses, a maximum of 25 percent of the required off-street parking for a building or use may be located on a separate lot of record. Specifically:

1. The location of the off-site parking shall be within 600 feet of any property line of the property for which the off-site parking is provided.

2. Off-site parking facilities are subject to applicable design provisions in this division, including site orientation standards in chapter 15.510 ECC, site planning and design elements in chapter 15.520 ECC, and landscaping standards in chapter 15.570 ECC.

3. There shall be sidewalks or paved pedestrian paths between the off-site parking site and the use for which the off-site parking is provided.

4. There shall be adequate lighting to provide safe walking between the off-site parking and the use for which the off-site parking is provided.

5. The owner of the off-site parking property shall execute a covenant in a form acceptable to the city attorney that shall clearly:

a. Identify the legal description of the property that is to benefit from the off-site parking lot and the legal description of the off-site property that is to be encumbered in whole or in part by the covenant.

b. Specify the terms and conditions of such encumbrance.

c. Clearly state that the terms of the covenant cannot be modified or revoked without the written consent of the city council.

d. The covenant shall be recorded with the Kittitas County auditor's office to run as a deed restriction on both the benefited and encumbered properties as long as the business requiring these off-street parking spaces is in operation. A copy of the recorded covenant shall be provided to the community development department.

J. Required access. All required off-street parking must have direct and unobstructed access to ingress and egress from a public street, and stacked or tandem parking shall not be counted toward meeting the required off-street parking requirements in any zoning district except for single-family residential structures and duplex dwelling units as per table 15.550.040(A).

K. Setback areas.

1. Required off-street parking spaces ~~are not allowed to~~ may extend into the rear yard setbacks ~~within any required setback area or required open space area~~ in the R-L, R-M, R-O, and R-H zoning districts. Required parking may not extend into required open space. If the lot abuts an alley, parking shall be set back 5 feet from the alley line. Single-family residences located in any of the R-L, R-M, R-O, and R-H zoning districts are allowed to locate the minimum required two off-street parking spaces within the setback areas or required open space area. Any additional parking spaces must be located outside of the required open space and setback areas.

2. At locations where single-family residential parking is permitted within setback or required open space, provisions shall be made to prevent this parking from encroaching upon adjacent sidewalks. For the purposes of this requirement there shall be a minimum of 22 feet between adjacent structures and sidewalks to allow for parking clearance when required parking for single family residential development is sited on the required building setback(s) or open space.

L. Garages. Required off-street parking that is provided in garages or carports shall be credited toward the required off-street parking spaces except that no stacked or tandem parking that blocks off those garages or carport parking spaces from direct or unobstructed access to ingress or egress to a public street shall be credited toward the required parking spaces except for single-family residential structures and duplex structures as set forth in table 15.550.040(A).

M. Handicapped parking. Off-street parking and access for the physically handicapped shall be provided in accordance with the Uniform Building Code.

N. Fire lane standards. Fire lanes may be required by the fire codes and by Kittitas Valley fire and rescue within off-street parking facilities. Such fire lanes, including dimensions, width, location, etc., shall be installed as required by the fire code or Kittitas Valley fire and rescue and shall remain in effect throughout the life of the parking facility.

O. Change in use. Changes in use to a different land use category shall provide the minimum off-street parking for the new general land use category.

(Ord. No. 4929, § 8, 11-6-2023; Ord. 4887 § 33, 2022; Ord. 4810 § 2, 2018; Ord. 4807 § 59, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 17**. **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 18**. **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 19**. **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 21st day of January 2025.

__________________________________
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. 4953 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4953 was published as required by law.

________________________________________
BETH LEADER

Agenda #9.B

Meeting Date: January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | Resolution 2025-01 for Allocation of 2025 Lodging Tax Funds (Public Comment Opportunity) |
| **Submitted by:** | Kelle Vandenberg, Arts & Economic Development Manager |
| **Department:** | City Manager |

**Suggested Motion/Action:**
Move to adopt Resolution 2025-01, approving the allocation and distribution of 2025 Lodging Tax Funds for special events and projects as presented.

**Background/Summary:**
The City previously entered into an Interlocal Agreement with Kittitas County for an annual consolidated countywide process for award and distribution of lodging tax funds. Pursuant to the Interlocal Agreement, each participating municipality will contribute 13% of their annual lodging tax collections through the consolidated lodging tax process. The City's designated amount for 2025 is $97,595.29.

The Consolidated Lodging Tax group met on November 22, 2024, to hear applicant presentations and discuss allocation of funds. Funding requested from the recommended 17 applicants totaled $468,674.50. The City's funding of $97,595.29 will be allocated to the following special events and projects:

| | |
|---|---|
| Gallery One | $5,205.92 |
| Cle Elum Downtown Association | $5,205.92 |
| Washington State Ski & Snowboard Museum | $3,123.55 |
| Kittitas County Historical Society, Inc | $3,581.67 |
| Roslyn Ronald Cle Elum Heritage Club | $4,581.21 |
| Ellensburg Downtown Association | $7,236.23 |
| Ellensburg Music Festival | $4,581.21 |
| Roslyn Downtown Association | $6,663.58 |
| Webb Events | $15,617.76 |
| International Lumber Show | $10,411.84 |
| Junk Tiquen in the Burg | $1,648.30 |
| Ellensburg Rodeo Hall of Fame | $7,288.29 |
| Cle Elum Roundup Association | $3,687.87 |
| Laughing Horse Arts Foundation | $853.56 |
| Punch Projects | $7,288.29 |
| Washington State Horse Park | $7,496.53 |
| Two Little Chicks | $3,123.55 |

| | |
|---|---|
| **Total:** | **$97,595.29** |

**Previous Council Action:**
Council previously approved the Interlocal Agreement creating the consolidated lodging tax process.

**Analysis:**
The City Lodging Tax Advisory Committee budgets each year to allocate funds for events, festivals, and marketing. The combined countywide process allows more applicants to receive funding, and though it is a long process, it has simplified the process for the organizations applying for funds.

**Financial Impact:**
The $97,595.29 allocation is included in the 2025/2026 Biennial Budget.

Budget Adjustment: No

**Attachments:**
1. Resolution No 2025-01 Ellensburg Funding Recommendations

**RESOLUTION NO. 2025-01**

**A RESOLUTION** of the City Council of the City of Ellensburg adopting the distribution of the 2025 lodging tax fund grants.

**WHEREAS**, RCW 39.34.080 and other Washington State law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

**WHEREAS**, the governing bodies of Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn previously entered into an interlocal agreement for the purposes of creating a consolidated lodging tax grant process for special events and projects; and

**WHEREAS**, in accordance with the interlocal agreement, Kittitas County solicited applications for the distribution of the 2025 Hotel/Motel tax funds in the form of reimbursable grants for special events and projects throughout Kittitas County; and

**WHEREAS**, in accordance with the interlocal agreement, the respective Lodging Tax Advisory Committees (LTACs) or designees of Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn have reviewed all the applications submitted to Kittitas County; and

**WHEREAS**, in accordance with the interlocal agreement, Kittitas County compiled the various participating entity's scoring and funding recommendations and forwarded them to the combined county-wide LTAC Consolidated Work Group for further review; and

**WHEREAS**, in accordance with the interlocal agreement, the combined county-wide LTAC Consolidated Work Group met in an open public meeting on November 22, 2024, at Ellensburg City Hall to receive presentations from applicants, and deliberated to reach a final funding recommendation which is to be forwarded to each entity's legislative body for final approval; and

**WHEREAS**, in accordance with an amendment to the interlocal agreement, each participating municipality agreed to make available 13% of their annual lodging tax collections to be awarded through the consolidated lodging tax grant process; and

**WHEREAS**, Kittitas County designated $338,675.85 (*includes additional $3,167.82 to cover award overage) to be available for grants as part of this process, Ellensburg designated $97,595.29, Cle Elum designated $27,990.41, and Roslyn designated $4,412.95; and

**WHEREAS**, the combined county-wide LTAC Work Group recommended expending $468,674.50 of the designated funds; and

**WHEREAS**, in accordance with the interlocal agreement, Kittitas County will provide notice to each successful applicant and will require a contract be agreed to by each successful applicant prior to funding awards being available for reimbursement; and

**WHEREAS**, in accordance with the interlocal agreement, Kittitas County will serve as the single reimbursing agency for all successful applicants and will bill each participating municipality's lodging tax fund for its respective share of any reimbursements awarded and applied for; and

**WHEREAS**, the legislative authorities for Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn are approving only their respective lodging tax fund grant awards.

**NOW, THEREFORE BE IT RESOLVED**: That the City of Ellensburg hereby awards the 2025 Hotel/Motel Tax fund grants distribution for special events and projects as follows:

| **Applicant** | **Award** | **Ellensburg** | **Municipality** | **Pool Contribution** |
|---|---|---|---|---|
| Gallery One | 25,000.00 | 5,205.92 | **Roslyn** | 4,412.95 |
| Cle Elum Downtown Association | 25,000.00 | 5,205.92 | **Cle Elum** | 27,990.41 |
| Washington State Ski & Snowboard Museum | 15,000.00 | 3,123.55 | **Ellensburg** | **97,595.29** |
| Kittitas County Historical Society | 17,200.00 | 3,581.67 | **Kittitas County** | 338,675.85 |
| Roslyn Ronald Cle Elum Heritage Club | 22,000.00 | 4,581.21 | **Total** | **468,674.50** |
| Ellensburg Downtown Association | 34,750.00 | 7,236.23 | | |
| Ellensburg Music Festival | 22,000.00 | 4,581.21 | | |
| Roslyn Downtown Association | 32,000.00 | 6,663.58 | | |
| Webb Events | 75,000.00 | 15,617.76 | | |
| International Lumber Show | 50,000.00 | 10,411.84 | | |
| Junk Tiquen in the Burg | 7,915.50 | 1,648.30 | | |
| Ellensburg Rodeo Hall of Fame | 35,000.00 | 7,288.29 | | |
| Cle Elum Roundup Association | 17,710.00 | 3,687.87 | | |
| Laughing Horse Arts Foundation | 4,099.00 | 853.56 | | |
| Punch Projects | 35,000.00 | 7,288.29 | | |
| Washington State Horse Park | 36,000.00 | 7,496.53 | | |

| | | |
|---|---|---|
| Two Little Chicks | 15,000.00 | 3,123.55 |
| **Total** | **468,674.50** | **97,595.29** |

ADOPTED this 21st day of January, 2025.

____________________________________
Mayor

Attest: ____________________________________
City Clerk

Agenda #9.C

*Meeting Date:* January 21, 2025
**City of Ellensburg**
**City Council Agenda Report**

| | |
|---|---|
| **Agenda Subject:** | 2025 Professional Services Agreement Between City of Ellensburg and Kittitas County Chamber of Commerce |
| **Submitted by:** | Kelle Vandenberg, Arts & Economic Development Manager |
| **Department:** | City Manager |

**Suggested Motion/Action:**
Move to approve the 2025 Professional Services Agreement between the City of Ellensburg and the Kittitas County Chamber of Commerce as recommended by the Lodging Tax Advisory Committee and authorize City Manager's signature on the Agreement.

**Background/Summary:**
The City of Ellensburg and the Kittitas County Chamber of Commerce seek to renew their professional services agreement related to tourism marketing/advertising and operation of the Visitor Information Center within the City of Ellensburg. The previous agreement expired at the end of 2024. This is a renewal of the previous professional services between the City of Ellensburg and the Kittitas County Chamber of Commerce with adjustments for 2025 to Exhibit A Scope of Work, Exhibit B Metrics, and Exhibit C Budget.

**Previous Council Action:**
Council approved the previous one-year agreement with the Kittitas County Chamber of Commerce which expired on December 31, 2024.

**Analysis:**
The Kittitas County Chamber of Commerce has operated a visitor information center and managed tourism marketing on behalf of the City for many years. The agreement includes reporting requirements for ongoing accountability and evaluation of lodging tax investment in tourism facilities and marketing service.

**Financial Impact:**
The 2024 Exhibit C Budget Overview represents a slight increase.

| **2024 Budget** | **2025 Budget** |
|---|---|
| $272,400.00 | $292,600.00 |

The 2025 budget represents a 6.9% increase over the previous year's funding. The increase is due to standard Cost of Living/standard Cost of Goods and Services. Funding for this expenditure is included in the City's Lodging Tax Fund and was approved through the City's 2025-2026 adopted Biennial Budget.

Budget Adjustment: No

**Attachments:**

1. 2025 City of Ellensburg-KCCoC AGREEMENT-Binder2

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY CHAMBER OF COMMERCE**

**RELATING TO: TOURISM MARKETING/ADVERTISING AND VISITOR INFORMATION CENTER (VIC) OPERATIONS**

THIS LUMP SUM AGREEMENT is made and entered into this 21st day of January 2025 ("Effective Date''), by and between THE CITY OF ELLENSBURG, a municipal corporation of the State of Washington, (hereinafter called the "CITY"), and Kittitas County Chamber of Commerce, a Washington non-profit organization authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

**1. RECITALS.**

1.1. The CITY desires to obtain professional services for work related to the operation of the marketing/advertising for tourism and operation of the Visitor Information Center within the CITY.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

**2. SCOPE OF WORK.**

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached "Exhibit A" and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 12 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state, and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

**3. TIME OF PERFORMANCE- DURATION - RENEWAL.** The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable. This Agreement shall extend from January 1, 2025, through December 31, 2025. The work performed and results of marketing efforts will be evaluated by the Lodging Tax Advisory Committee ("LTAC") annually, using metrics for evaluation as listed in the attached "Exhibit B." Either party may terminate this Agreement as set forth in Section 13, below.

**4. PAYMENT.** The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONTRACTOR as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Payment shall be made from the City's Lodging Tax Fund to the Chamber for the provision of its services based upon the budget included in 'Exhibit C' which is made a part of this agreement. Payments for those budget items shown on 'Exhibit C' for Administration of Marketing and Visitor Information Center Operations shall be made on a monthly basis. Payment for the services and products covered by this agreement shall be on a reimbursable basis to the Chamber for costs incurred. Payments made by the City to the Chamber under this agreement shall in no event exceed the total amount shown on the budget in "Exhibit C" of this agreement.

4.6. Payment for “Extra Work” performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

**5. MAXIMUM COMPENSATION.**

5.1. The CONSULTANT’s total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of Two Hundred Ninety-two Thousand Six Hundred Dollars and no cents ($292,600.00) in 2025. This amount is the maximum amount to be paid each year under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit C. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

**6. RELATIONSHIP OF PARTIES.**

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT’s employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman’s Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT’S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT’s status as an independent contractor.

7. **OWNERSHIP OF DOCUMENTS.** Upon completion of the work, all documents, exhibits, photographic negatives, or other presentations of the work shall become the

property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

**8. NONDISCRIMINATION.** The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

8.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

8.2. The CONSULTANT shall comply with all requirements of applicable federal, state, and local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

**9. SUBCONTRACTING.**

9.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

9.2. In all solicitation either by competitive bidding, RFP process, or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials, equipment, website maintenance or marketing services, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements. The CONSULTANT shall solicit competitively for services or subcontracts that are in excess of Thirty Thousand dollars and no cents ($30,000).

9.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

**10. SUPERVISION, INSPECTION AND PERFORMANCE.**

10.1. Even though CONSULT ANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

10.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

10.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

**11. CHANGES IN WORK.** Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

**12. EXTRA WORK.** The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

**13. TERMINATION.**

13.1. The CITY may terminate this Agreement at any time, for the convenience of the CITY, upon not less than thirty (30) days written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

13.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

13.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed.

**14. INDEMNIFICATION/HOLD HARMLESS.**

14.1. The indemnification and defense obligations specified in this Section 14 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

14.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

14.1.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

**15. INSURANCE.**

15.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

15.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

15.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

15.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

15.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the CITY; and,

15.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

15.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

15.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

15.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

15.4.2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

15.4.3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

15.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

15.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

15.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

15.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

15.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

15.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSUL TANT before commencement of the work.

15.8. Cancelation. No cancelation of the foregoing coverage shall be effective without thirty (30) days prior notice to the CITY.

**16. APPLICABLE LAW VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

**17. NOTICE.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg City Manager's office
501 N. Anderson
Ellensburg, WA 98926

Kittitas County Chamber of Commerce
609 North Main Street
Ellensburg, WA 98926

**18. ENTIRE AGREEMENT.** The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

**19. PRIORITY OF DOCUMENTS.** In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

**20. MODIFICATION.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

**21. ASSIGNMENT.** Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

**22. WAIVER.** A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

**23. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

**24. EXHIBITS AND SIGNATURES.** This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A - Scope of Work
Exhibit B - Metrics for Evaluation
Exhibit C - Budget Overview

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONSULTANT:**

By: ___________________________

Printed: ________________________

Its: ___________________________

**THE CITY OF ELLENSBURG:**

By: ___________________________

Heidi Behrends Cerniwey, City Manager

Approved as to form:

___________________________

City Attorney

EXHIBIT A – SCOPE OF WORK

2025 Ellensburg Tourism Strategic Elements

Our target audiences continue to be tourists more than an hour away in all directions; Wenatchee, Chelan, Okanogan, Southwest Canada, Spokane, Coeur d'Alene, Sandpoint, Kellogg, Pullman, Lewiston, Tri-Cities, The Dalles, Portland, Pierce and King County, Yelm, Lacey, and the upper Peninsula. Our interest groups are outdoor recreation, historic and educational, leisure travel, festival, and event specific, business tourism and small group getaway.

We will work collaboratively with the Ellensburg Downtown Association (EDA), the City of Ellensburg's Arts & Economic Development Manager, and the Ellensburg Arts & Cultural Alliance to implement the economic development initiatives as they pertain to tourism and economic growth of Ellensburg. Create an environment of cooperation and transparency to elevate and expand tourism marketing efforts and regional growth.

As per the Ellensburg Tourism Strategic Plan, the Chamber proposes to maintain a focus on:

- Leisure Tourism
  - Support and promote Certified Creative District activities and programming
  - Support and cross-promote activities, events, and student/community engagement at Central Washington University (CWU) Craft beverage industry (wine/beer/cider/distilled spirits)
  - Support the development of Day Trip Itinerary Experiences Packages
- Business Tourism
  - Support and host associations (statewide) to come to Ellensburg for business meetings and conferences
  - Work with regional partners to expand potential conference list for Ellensburg
  - Provide curriculum, day-of excursions, reception assistance
- Recreation Tourism
  - Support sports recreation and athletics activities.
  - Provide day-of experiences, itineraries, welcome bags, etc.
  - Water sports and activities are included but are not limited to rafting, tubing, fishing, kayaking, swimming etc. Summer sports and activities include but not limited to mountain biking, rock climbing, golfing, hiking, etc.
  - Camping
- Promote State/County/City Park activities
- Winter sports and activities include but not limited to skiing, snowboarding, snowshoeing, etc.
- Agri-tourism
  - Farm Tours, U-Pick Farms, Winery Tours and Tastings, Cider Tasting at Breweries
  - Lavender Farms, Farmers' Markets, Pumpkin Patches and Corn Mazes
  - Horseback Riding on Ranches

Using a wide breath of analytics, from a variety of sources, we will be able to determine what areas of our marketing efforts are performing well and identify areas of opportunity.

Such as:

**Digital Analytics:**

- **Google Analytics:** Website traffic, user behavior, and conversion tracking.
- **Social Media Insights:** Facebook Insights, Instagram Analytics, LinkedIn, and TikTok for engagement metrics.
- **Search Engine Tools:** Google Search Console and SEMrush for SEO performance and keyword tracking.

**Advertising Metrics:**

- **Digital Ads Platforms:** Google Ads, Facebook Ads Manager, and programmatic advertising dashboards.
- **Traditional Media Reports:** Metrics from TV, radio, and print ad campaigns.

**Tourism-Specific Data:**

- **Travel Data Platforms:** PlacerAi, AirDNA (for short-term rentals), and STR (hotel performance metrics).
- **Event Attendance Tracking:** Ticket sales, registration data, and on-site surveys from events.

**Local & Regional Insights:**

- **Business and Partner Feedback:** Surveys or reports from local businesses and tourism stakeholders.
- **Destination Benchmarking:** Comparisons with nearby destinations or state tourism reports.

**Visitor Experience Feedback:**

- **Online Reviews:** TripAdvisor, Yelp, and Google Reviews for customer sentiment.
- **Survey Tools:** Visitor satisfaction surveys and post-visit email surveys through platforms like SurveyMonkey

Likewise, the Chamber will conduct a cost analysis of our direct vendors as well as 3rd party vendors we engage with. This may include but is not limited to RFP, RFQs, and/or direct quotes for services.

The Chamber agrees to provide the following services and engage in the following activities in support of the Ellensburg tourism development effort:

**Visitor Information Center:**

1. Establish, operate, and maintain a Visitor Information Center located at 609 North Main for the purpose of:
    a.) Greeting and welcome visitors,
    b.) Displaying promotional brochures,
    c.) Assisting, directing, and answering requests for tourism and visitor information
2. Operate the Visitor Information Center Monday-Friday from 9 a.m. to 5 p.m., to include Saturdays between the hours of 10 a.m. to 2 p.m.
3. Ensure that Chamber personnel and volunteers receive regular visitor information training
4. Maintain a year-round toll-free number for tourism information

**Website and Social Media Maintenance**

1. Maintain a public website that promotes Ellensburg tourism and provides information for visitors.
2. Maintain, build, and engage a social media audience that promotes Ellensburg tourism and provides information to tourists.
3. Audit existing content for accuracy and efficiency.
4. Provide cost analysis of deliverables from a digital marketing agency.

**Marketing Materials**

1. Develop and update promotional materials.
2. Distribute Ellensburg tourism information and collateral material in Ellensburg and in other markets.
3. Maintain stock and periodically review the effectiveness of Ellensburg racks and rack locations.

4. Work with strategic partners in the creation of materials that promote local businesses, art installments, and events.

**Marketing and Advertising**

1. Administer and oversee Ellensburg tourism promotion efforts including:
   a.) marketing campaigns
   b.) advertising
   c.) brochures
   d.) solicitation of conventions and meetings
   e.) participation in trade shows, and
   f.) other activities agreed to by the parties from time to time

2. Provide copy of completed countywide 10-Year Strategic Tourism Plan when finalized and keep City informed as to the progress of plan with regular updates.
3. Develop and implement an external public relations campaign to promote the City's events, attractions, facilities, and destination downtown.
4. Maintain strategic partnerships within Ellensburg and other outside agencies that promotes Ellensburg tourism and provides information to tourists.
5. Increase collaboration with Ellensburg Cultural Arts Alliance and execution of their goals; incorporate Ellensburg Cultural Arts promotion into overall tourism marketing strategy.

**Administration/Reporting**

1. Participate in the Ellensburg Lodging Tax Advisory Committee (LTAC) meetings.
2. Submit a monthly accounting of expenses incurred.
3. Obtain, analyze, and apply data related to tourism-related in the form of inputs, outputs, outcomes:
   a.) Inputs: marketing, investments, visitor center hours, partnerships
   b.) Outputs: visitors, content generation (web and social media posts)
   c.) Outcomes: Star Report (results); web and social analytics, Placer.ai (results of events and overnight), WFEA Event Impact calculator (results of event impact), and local versus regional visits; engagement; sales tax
4. Partnership activities that aid the efficacy of Ellensburg tourism development such as: Ellensburg Tourism committee.
5. Submit monthly reports electronically to the city, with monthly invoicing about results and the state and effectiveness of tourism promotional efforts. As requested, present such reports in person to the City Council and LTAC.
6. Work to update the Ellensburg Strategic Tourism plan.
7. Maintain a City of Ellensburg seat on the Ellensburg Tourism Committee as a non-voting liaison

**Tourism Advocacy**

Advocating tourism in Ellensburg, WA, involves promoting the city's unique attractions, culture, and activities to encourage visitors. Here are some key points you can include in your tourism advocacy for Ellensburg:

1. Natural Beauty:

- Highlight the picturesque landscapes and outdoor activities available in and around Ellensburg. Emphasize the beauty of the nearby Cascade Mountains, Yakima River, and the diverse flora and fauna.

2. Cultural Heritage:
   - Showcase Ellensburg's rich history and cultural heritage. Discuss the city's historical architecture, museums, and landmarks, such as the Kittitas County Historical Museum and the Davidson Building.
3. Arts and Entertainment:
   - Promote the local arts scene and Ellensburg Creative District, including galleries, theaters, and music events. Ellensburg hosts various cultural festivals and events throughout the year, so highlight these to attract art and music enthusiasts.
4. Recreational Activities:
   - Emphasize the range of outdoor recreational activities available, such as hiking, biking, fishing, and camping. Ellensburg's proximity to outdoor adventure makes it an attractive destination for nature lovers and outdoor enthusiasts.
5. Local Events and Festivals:
   - Publicize annual events and festivals that draw visitors, such as the Ellensburg Rodeo, the Ellensburg Music Festival, and the Winterhop Brewfest. These events contribute to the vibrant atmosphere of the city and attract tourists.
6. Local Cuisine:
   - Highlight the diverse culinary scene in Ellensburg. Promote local restaurants, cafes, and markets that offer unique dishes, emphasizing farm-to-table options and regional specialties.
7. Community Engagement:
   - Showcase the welcoming and friendly community in Ellensburg. Encourage visitors to engage with residents, attend community events, and experience the warmth of the community.
8. Adventure Tourism:
   - Position Ellensburg as a hub for adventure tourism. Whether it's rock climbing, river rafting, or exploring nearby trails, emphasize the city's offerings for thrill-seekers.
9. Family-Friendly Attractions:
   - Emphasize family-friendly activities and attractions, such as parks, family events, and educational opportunities. Ellensburg's Kid's Day and other family-oriented events should be highlighted.
10. Collaboration with Local Businesses:
    - Encourage collaboration with local businesses to create special tourism packages, discounts, or promotions. This can help create a positive economic impact and foster a strong relationship between the local community and tourists.
11. Digital Presence:
    - Leverage social media platforms, a dedicated tourism website, and other online channels to showcase Ellensburg's attractions. Encourage user-generated content by creating hashtags and engaging with tourists online.
12. Sustainability:
    - Emphasize Ellensburg's commitment to sustainable tourism. Highlight eco-friendly practices, such as local conservation efforts and environmentally conscious tourism initiatives.

EXHIBIT B

METRICS FOR EVALUATION

I. **Monthly Reporting.** Performance will be assessed by the Ellensburg Lodging Tax Advisory Committee (LTAC) based upon information provided by the Chamber which will include:

1. Visitor Numbers:
   - Track the total number of visitors to Ellensburg over specific periods, such as monthly or annually. This data provides a baseline for understanding the overall impact of your tourism advocacy.
     - including visitor center analytics by topic and timeline (day of week)
2. Economic Impact: (Event Calculator)
   - Measure the economic contribution of tourism by assessing factors like total spending by tourists, revenue generated by local businesses, and the growth in the hospitality sector. Economic impact studies can provide a comprehensive overview.
3. Occupancy Rates:
   - Monitor the occupancy rates of hotels, bed and breakfasts, and other lodging options. Increasing occupancy rates indicate a higher demand for accommodation, reflecting a positive impact on the local economy.
4. Social Media Engagement:
   - Analyze social media metrics, including the number of followers, likes, shares, and comments on platforms like Instagram, Facebook, and Twitter. A growing online presence indicates increased interest and potential reach.
5. Website Traffic:
   - Track the number of visits to the official tourism website for Ellensburg. An increase in website traffic suggests growing interest in the destination, and it can help evaluate the effectiveness of online marketing strategies.
6. Tourist Satisfaction Surveys:
   - Conduct regular surveys to gather feedback from tourists about their experience in Ellensburg. Assess their satisfaction with attractions, accommodation, and overall hospitality. Positive feedback can be a strong indicator of a successful tourism campaign. Submit survey summary report to City.
7. Community Involvement:
   - Measure the level of engagement and support from the local community. This can include the participation of local businesses in tourism initiatives, as well as community attendance at events and festivals.
8. Job Creation:
   - Evaluate the impact on employment by assessing the number of new jobs created in the hospitality, service, and entertainment sectors. Job creation is a tangible measure of the economic benefits brought about by increased tourism.
9. Media Coverage:
   - Measure the quantity and quality of media coverage received by Ellensburg. This includes coverage in travel magazines, blogs, television features, and newspapers. Positive media coverage can significantly contribute to the city's visibility as a tourist destination.

EXHIBIT C
BUDGET OVERVIEW

| MARKETING | BUDGET |
|---|---|
| Salaries including Administration Fee | $110,000.00 |
| Website including widget/application Fee | $9,000.00 |
| Online including ad design, production, paid/organic ads Fees | $50,000.00 |
| Print Advertising including traditional media, signage, and collateral with production costs | $7,500.00 |
| Traditional Media including TV media, earned media stories | $25,000.00 |
| Data Resources – acquiring and management for reporting | $9,500.00 |
| | |
| TOTAL MARKETING | $211,000.00 |

| OPERATION OF VISITOR CENTER (Main) | BUDGET |
|---|---|
| Salaries including Administration Fee | $60,000.00 |
| Office Expense: such as Office Supplies, Equipment Maintenance, Cleaning Services, etc. | $21,600.00 |
| TOTAL OPERATION: | $81,600.00 |
| | |

| | |
|---|---|
| TOTAL CONTRACT: | $292,600.00 |

# MANAGER'S REPORT

DATE: January 21, 2025

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

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**1. Public Hearing on February 3 for the Six Year Transportation Improvement Plan Amendment Update for 2025-2030**

Staff received notice of federal grant funding awards for two sidewalk improvement projects (one on Vantage Highway and the other on 3rd Avenue) on the City's Six-Year Transportation Improvement Plan (TIP). A TIP amendment requires a City Council resolution following a public hearing. The public hearing has been scheduled for Council's February 3, 2025, meeting to consider the amendments to the TIP for 2025-2030.

**2. HopeSource Point-In-Time Count**

HopeSource will be conducting the annual PIT Count the morning of January 30, 2025. This is a nationwide count of homeless populations in all communities. If you are interested in volunteering, online trainings are scheduled on Friday, January 24 from 10-11 a.m. or Tuesday, January 28 from 11-12 p.m. Please reach out to HopeSource at 509-925-1448 to register for the training.