

CITY COUNCIL AGENDA

July 3, 2023



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_H6liDwoARfqRvfGYup_hEg

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 ADAcordinator@ellensburgwa.gov.

**COUNCIL MEETING
GUIDELINES FOR PUBLIC PARTICIPATION**

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

City Council accepts testimony or comments in person or via remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for all other topics under the Regular Agenda. 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.** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into 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. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) **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.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. Please state your name, address, 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, address, 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).

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, July 3, 2023
7:00 PM - Regular Meeting**

Pledge of Allegiance

- 1. Call to Order and Roll Call**
- 2. Proclamations** (Public Comment Opportunity)
- 3. Awards and Recognitions**
- 4. Approval of Agenda** (No Public Comment)
- 5. Consent Agenda** (No Public Comment)

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

- | | | |
|-----|---|----|
| 5.A | Approve Minutes of June 20, 2023 Regular Meeting | 6 |
| 5.B | Acknowledge Minutes of Boards and Commissions | 11 |
| 5.C | Amendment No. 1 to the Agreement Between Hearthstone and the City of Ellensburg for Cabulance Service | 18 |
| 5.D | Resolution 2023-17 - Ellensburg Flats Final Plat Phase 1 Approval - P23-050 | 21 |
| 5.E | Amendments - Interlocal agreements with the Ellensburg School District for School Resource Officer and Reserve Officer Services | 31 |
| 5.F | Project Acceptance – Bid Call No. 2022-04 - 2022 Residential Sidewalk Repair Program | 47 |
| 5.G | Department of Natural Resources 2023 Community Forestry Assistance Grant Agreement | 49 |
| 5.H | Bid Award - Bid Call 2023-09 - Ruby Street from E Manitoba Ave to E 5th Ave Skim Patch | 86 |
| 5.I | Approve July 3, 2023 Vendor Listing | 88 |

6.	Petitions, Protests, and Communications	
6.A	Ellensburg Community Radio Update with Mollie Edson	
6.B	Board and Commission Appointments (Public Comment Opportunity)	89
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4917 (second reading) - Increase City Manager Purchasing Authority (Public Comment Opportunity)	99
9.B	Ordinance 4918 (Second Reading) Adding Chapter 5.22 (Compost Procurement Policy) to the Ellensburg City Code (Public Comment Opportunity)	105
9.C	Ordinance 4921 (Second Reading) –Traffic Code Revisions (Public Comment Opportunity)	110
9.D	Ordinance 4922 (First Reading) Updating Chapter 7 - Criminal Code (Public Comment Opportunity)	136
10.	Unfinished Business	
11.	New Business	
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	148
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

June 20, 2023

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Beauchamp

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Lillquist, David Miller, Monica Miller, Adam Winn (remotely)

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, Deputy City Clerk Davison, Community Development Director Carlson, Public Works and Utilities Director Lyyski, Engineering Services Manager Mayo, Assistant City Engineer Mattson, Energy Resource Manager Stanavich, Planning Manager Johnston, Planner Wilson, and three members of the public.

Others present remotely via Zoom: one member of the public

Councilmember Nancy Goodloe had an excused absence

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to Approve the Agenda. **Motion Approved 6-0.**

5. Consent Agenda

5.A Approve Minutes of the June 5, 2023 Regular Meeting

5.B Approve Minutes of the June 5, 2023 Study Session

5.C Acknowledge Minutes of Boards and Commissions

5.D Traffic Impact Fee Annual Report

5.E Washington State Department of Ecology Capacity Grant Amendment Number 1

- 5.F Amendment No. 1 to the Interlocal Agreement Between Kittitas County Public Hospital District No. 1 (KVH) and the City of Ellensburg for Cabulance Service
- 5.G Amendment No. 1 to the Interlocal Agreement Between Kittitas Fire and Resue (KVFR) and the City of Ellensburg for Cabulance Service
- 5.H Amendment No. 1 to the Interlocal Agreement between The State of Washington Central Washington University (CWU) and the City of Ellensburg continue providing transit services
- 5.I Amendment No. 1 to the Cabulance Operating Agreement Between the City of Ellensburg and HopeSource
- 5.J City Obligation for Kachess Dam Safety Modifications
- 5.K Traffic Impact Fee (TIF) Exemption Approval, Payment from Public Funds, and Corresponding Budget Adjustment - Happy Feet Early Learning Center
- 5.L Approve June 20, 2023 Voucher Listing

Councilmember Elliott moved to Approve the Consent Agenda as presented. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

- 6.A Introduction of Donna Etchey, Daily Record
Donna Etchey, General Manager of the Daily Record, was present to introduce herself
- 6.B Climate Commitment Act May 31, 2023 Cap-and- Invest Auction Update
Energy Resource Manager Stanavich presented information in the staff report
- 6.C Board and Commission Appointments - Utility Advisory Committee
Grant Craig and Andy Pollock were present to introduce themselves.

Councilmember Elliott moved to Approve Council Affirmation of Grant Craig and Audrey Huerta to the Utility Advisory Committee. **Motion Approved 6-0**

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

- 8.A Public Hearing (Legislative) to Consider a Resolution Adopting the City's Six-Year Transportation Improvement Plan (TIP) 2024-2029 and Provide an Annual Complete Streets Update
The Mayor opened the public hearing. Assistant City Engineer Mattson gave a presentation on the City's six-year transportation improvement plan and the annual complete streets update.

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

Councilmember Elliott moved to Approve adoption of Resolution 2023-14 adopting the Six-Year Transportation Plan. **Motion Approved 6-0**

8.B Public Hearing (Legislative) to Consider Annexation Request - Parcel 946133 Located at 1501 W Dolarway Rd. and First Reading of Ordinance 4919 Approving the Annexation

The Mayor opened the public hearing. Community Development Planner Wilson presented information in the staff report.

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

Councilmember Elliott moved to Approve first reading of Ordinance 4919 adopting annexation of parcel 946133. **Motion Approved 6-0**

8.C Public Hearing (Legislative) to Consider Annexation Request File Number P23-022 for Parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 located at Umptanum Road and Anderson Road

The Mayor opened the public hearing. Planning Manager Johnston presented information in the staff report.

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

Councilmember Elliott moved to Approve first reading of Ordinance 4920 adopting annexation of the listed parcels. **Motion Approved 6-0**

9. Introduction and Adoption of Ordinances and Resolutions

9.A Ordinance 4917 - Increase City Manager Purchasing Authority
Public Works and Utilities Director Lyyski presented information in the staff report.

Councilmember Elliott moved to Approve first reading of Ordinance 4917 increasing the Purchasing Authority of the City Manager. **Motion Approved 6-0**

9.B Ordinance 4918 (First Reading) Adding Section 5.22 (Compost Procurement Policy) to the Ellensburg City Code
Engineering Services Manager Mayo presented information in the staff report.

Councilmember Elliott moved to Approve first reading of Ordinance 4918 adding Chapter 5.22 to the Ellensburg City Code. **Motion Approved 6-0**

9.C Ordinance 4921 (First Reading) Traffic Code Revisions
Assistant City Engineer Mattson presented information in the staff report.

Councilmember Elliott moved Approve first reading of Ordinance 4921 amending code sections related to parking. **Motion Approved 6-0**

9.D Resolution Amending the Pay Resolution for Fiscal Year 2023 to Address Staffing Changes, Temporary Employees, and Interns
City Attorney Weiner presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-16 amending the pay plan. **Motion Approved 6-0**

Councilmember Elliott moved to Approve the necessary budget adjustments for adoption of Resolution 2023-16. **Motion Approved 6-0**

9.E Purchase and Sale Agreement for Property Known as the Ellensburg Racquet and Recreation and Center
City Attorney Weiner presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-15 approving the sale of the ERRC. **Motion Approved 6-0**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report
City Manager Behrends Cerniwey reviewed the report.

12.B Councilmembers' Reports

- Councilmember Monica Miller participated in Parks & Recreation Commission interviews and reviewed the options for the Rotary Park Master Plan
- Councilmember David Miller will be participating in Arts Commission interviews, attended the Public Transit Advisory Committee meeting where the Zero Emission Plan had been completed and relayed that ridership numbers are up 36 percent over last year. He also applauded the local Boy Scouts for their efforts in placing flags for the Juneteenth holiday
- Councilmember Winn relayed that the Lodging Tax Committee is still looking for 2 members and he will be attending the Law & Justice meeting
- Councilmember Elliott attended the EBDA/CenterFuse meeting, Planning Commission meeting, and the Kittcom meeting. He relayed the upcoming funding issues that will be affecting Kittcom. He will be attending KCCOG tomorrow and Coffee with Council on Saturday. He stated his support for the railroad project
- Councilmember Beauchamp also stated her support for the railroad project. She attended the Affordable Housing Commission meeting where they focused on

zoning and incentivizing contractors to build affordable housing, and attended the Chamber of Commerce's hospitality and resource summit

- Mayor Lillquist attended Utility Advisory Committee meeting, the Ad Hoc Committee on Homelessness meeting, and she commented on the need for food services in the northern section of town, and stated that the Kittitas County Fair is looking for people to judge jokes at the fair

13. Executive Session

14. Adjournment

Meeting adjourned at 8:25 pm

Mayor

ATTEST:

Deputy City Clerk



Centerfuse

Ellensburg Business Development Authority
BOARD OF DIRECTORS MEETING MINUTES
Regular meeting held synchronously in-person and virtually
Wednesday, May 10, 2023

4:00-5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Andreas Bohman, Vice Chair; Grant Clark, Treasurer; Del Bankston, Secretary, John Perrie, Board Member; Jennifer Lubanski, Board Member, James Jankowski, Board Member; and Jared Vallejo, Board Member

Others present: Rob Ogburn, CWU; Bobi Vladimirov, CWU Cat Tank; Gerardo Castillo, CWU Cat Tank; Jeff Snedeker, Arts Commission member; Rich Elliott, Ellensburg City Council liaison; Matt Carsten, Executive Assistant and Margaret Reich, Executive Director

1. Meeting Called To Order

The Chair called the meeting to order at 4:00 PM

2. Approval of Agenda

Motion to approve the May 2023 meeting agenda by Del Bankston, second by Grant Clark.
Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the April 12, 2023 regular meeting minutes by Grant Clark, second John Perrie. Motion approved by unanimous vote.

4. Public Comment

Executive Director Margaret Reich re-introduced new staff member Matt Carstens.

Special Presentation by Bobi Vladimirov and Gerardo Castillo about this year's Central Washington University (CWU) Cat Tank to be held on May 19th. Twenty-three students have expressed interest in this year's event and the top ten will move forward to compete for first, second and third place. CenterFuse has offered six judges to assist with the business plan competition.

5. Board Business

a. Organizational Effectiveness

Grant Clark, Treasurer presented the financial reports. Board discussed the slow pay accounts and the large expense for the Business Park in Q1.

Monthly metrics were shared. Chair Poshusta recapped the meeting between CenterFuse and city officials. PDA service area debated between attorneys. City's obligation in RCW needs to be addressed, too



b. Build Local Capacity

Executive Director Reich shared the Kittitas County Economic Development plan has been adopted by both the city and the county, however implementation is delayed. CWU's Economic Outlook Summit is slated for May 23rd, and CenterFuse arranged keynote Lt. Governor Denny Heck to speak. Board member Lubanski reported on the Arts Alliance meeting and the process to formalize. Arts space study consultant, Place Dynamics, is planning a trip to Ellensburg early June. Commerce EV charging station grants for city of Kittitas and Kittitas County due late May

c. Marketing

Manastash Media is fully onboard now with social media platforms Facebook, Instagram and LinkedIn, is working on a newsletter, and will provide future monthly digital updates. Matt Carstens updated the board on key industry recommendation implementation and will work with board member Jankowski to refresh the reporting format.

d. Business Recruiting & Expansion

The Executive Director provided a progress report on prospective large distribution center, and other prospects. Updates from grant funded projects including the USDA Non-Residential Building and Land data collection, the CERB I-90 West Interchange Private Development study, the CERB Value-Added Wood Products study, and food truck projects. Commerce has selected CenterFuse Cybersecurity Industry Sector for ICAP Launch Cohort 2.

Board member Rapp mentioned a new UW start up, overland.ai, as a possible prospect.

6. For the good of the order

Executive Director Reich mentioned that both she and board member Rapp were guests of Microsoft at the recent Flywheel Conference, meetings with Microsoft and EHS regarding tech opportunities, board photo at the June 14th meeting and the planned Ellensburg City Council presentation on June 5th.

7. Adjournment – time 5:33 Motion to adjourn by Del Bankston

Drafted: 4/11/2023

Approved: *Del Bankston*
Submitted by: Margaret Reich

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
May 16, 2023 3:30 PM
Hybrid Meeting

1. Call to Order and Roll Call

Roll Call Present: David Miller, Jim Hurson, Amy Spitznas, Joey Bryant, Sawyer Stearns
(Log in did not work)

Roll Call Absent: Solomon Kairu, Christopher King

Also Present: Betsy Dunbar – COE, Keiko Walsh – HopeSource, Spencer Klewin - HopeSource

2. Approval of Agenda

- Motion by to approve the May 16, 2023 PTAC Meeting Agenda was made by Joey Bryant.

Motion Affirmed by All.

3. HDR Engineering, Inc Presentation

- The HDR Team presented the final Zero-Emissions Transition Plan which included a long term financial plan.

4. Ridership Stats

- April 2023 ridership stats were shared.

5. Agenda Items

The following agenda items were approved as presented to be approved by the City Council.

- Kittitas Valley Hospital 2023 - 2025 amendment to the Interlocal Agreement.
- Kittitas Valley Fire and Rescue 2023 – 2025 amendment to the Interlocal Agreement.
- Central Washington University 2023 – 2025 amendment to the Interlocal Agreement.
- HopeSource Cabulance 2023 – 2025 amendment to the Agreement as presented or in substantially similar form, subject to approval by the City Attorney.
- Motion to approve all the amendments was made by Joey Bryant.

Motion Affirmed by All.

6. Transit Marketing Updates

- Current advertisements were shared with the committee members.

7. Transit Updates

- Route runs times and time stops were discussed. Follow up item for next meeting is to share the updated run times and time stops along with a marketing plan.

9. Approval of Minutes

- Motion to approve the April 25, 2023 PTAC minutes was made by Amy Spitznas.
Motion Affirmed by All.

10. Member Updates

- Jim Hurson shared suggestions for 2 route changes.

11. Next PTAC Meeting:

The next regular PTAC meeting will be held on June 20, 2023

12. Adjournment:

With no further discussion, the meeting was adjourned at 5:04 PM

Betsy Dunbar

Drafted: May 18, 2023

Approved: June 20, 2023



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

May 18, 2023

Time of Meeting

3:30 PM

Place of Meeting

Council Chambers and remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

Nancy Lillquist, City Council, Vice Chairperson, term expires May 31, 2025

Scott Carlson, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2023

Kittitas County, Telecommunications Utility customer, term expires May 31, 2023

VACANT, City Utility Customer, term expires May 31, 2023

Ed Barry, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chairperson Goodloe called the meeting to order at 3:31 pm.

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Ed Barry, City Utility Customer; Bryan Clark, KITTCOM (Zoom)

Also present: Buddy Stanavich, Power & Gas Manager; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer (Zoom); Mike Helgeson, Assistant PW&U Director; Jon Morrow, Stormwater Manager; Michael Jenkins, Finance Officer; Ben Faubion, IT.

Three members of the public present remotely via Zoom.

3. APPROVAL OF AGENDA

Committee member Barry moved to approve the agenda as presented. **Motion approved. 4-0**

4. APPROVAL OF MINUTES

4.A. Approve minutes - April 20, 2023 regular meeting minutes

Committee member Barry moved to approve the regular meeting minutes. **Motion approved.**

4-0

5. APPROVAL OF CONSENT AGENDA

No consent items.

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Becky Pearson introduced herself to the Committee and expressed her interest in becoming a committee member.

7. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

7.A. Telecommunications Verbal Update

Ben Faubion gave an update on the telecom utility.

Telecommunication members are allowed to vote on telecommunication items only per ECC 1.50.040

8. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

No items.

9. INFORMATIONAL ITEMS

9.A. Sustainability & Energy Plan Project Update

The first Sustainability & Energy Plan steering committee was held April 27th. Going forward, staff will include meeting notes on UAC agendas as a way to keep the committee informed. The next Sustainability & Energy plan meeting will be on May 31st.

9.B. Natural Gas Safety Survey

Darin Yusi explained the natural gas survey will take place in-house this year to hopefully increase community input. The phone survey has been replaced with an online survey and prizes. The winners will be announced on 8/11.

9.C. City Gas Division is a recipient of the System Operational Achievement Recognition (SOAR) award

The City's Natural Gas Division has been recently selected as one of twenty-five (SOAR) recipients recognized in 2023 by the APGA. Out of approximately 750 APGA members, the City of Ellensburg Gas Division was selected for SOAR level Silver by its peers on the APGA Operations and Safety Committee.

9.D. Committee Member Updates

Committee member Goodloe thanked Ed Barry for his 24 years of service to the City. He has previously served on City council and was a founding member of the Utility Advisory Committee.

9.E. Public Works & Utilities Issues and Updates

Public Works & Utilities updates were shared.

10. NEXT MEETING

10.A. June 15th, 2023 at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:07 pm.

Kim Bowie
Recording Secretary
Drafted: 5/22/23
Approved: 6/16/23



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment No. 1 to the Agreement Between Hearthstone and the City of Ellensburg for Cabulance Service

Submitted by: Betsy Dunbar, Transit Manager

Department: Public Works & Utilities

Suggested Motion/Action:

Move to Approve Amendment No. 1 to the Agreement between Hearthstone and City of Ellensburg for Cabulance Service, extending the term of the Agreement to June 30, 2025.

Background/Summary:

Amendment No. 1 to the Agreement between Hearthstone and City of Ellensburg for Cabulance Service will be for the next biennium of July 1, 2023, through June 30, 2025.

Previous Council Action:

On July 19, 2021, the City Council approved the previous agreement between Hearthstone and the City of Ellensburg for Cabulance service.

Analysis:

Approval of Amendment No. 1 to the Agreement between Hearthstone and the City of Ellensburg will allow the medical staff at Hearthstone to provide non-emergency medical transportation services, through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.

On May 16, 2023, the Public Transit Advisory Committee recommended Council approve the 2023 - 2025 Amended Agreement between Hearthstone and the City of Ellensburg.

Financial Impact:

Funding for Cabulance service is included in the City's adopted 2023 - 2024 Transit Budget.

Budget Adjustment: No

Attachments:

1. Amendment No 1 to Hearthstone Agreement

**Amendment No. 1 to Agreement
Between
Ellensburg Ventures, LLC
Dba Prestige Senior Living at Hearthstone
AND
City of Ellensburg
For Cabulance Service**

This Amendment No. 1, made and entered into this ____ day of _____ 2023, by and between Ellensburg Ventures, LLC dba Prestige Senior Living at Hearthstone, hereinafter referred to as “Hearthstone,” and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as “City,” for Hearthstone to initiate Cabulance service from the City of Ellensburg through the City’s contractor when non-emergency accessible transportation from their care facility is needed upon discharge of a non-ambulatory patient requiring accessible non-emergency transportation or from an approved care facility to another approved care facility within the city limits of Ellensburg, Washington pursuant to the terms and conditions of this agreement.

WHEREAS, the City and Hearthstone are parties to an Agreement dated July 20, 2021; and

WHEREAS, funding for the Cabulance service has been included in the City’s 2023 – 2024 biennial budget and included in the Financial Plan of the City’s Transit Development Plan for 2025 and;

WHEREAS, Section 7 of the Agreement provides that any amendment must be amended by written agreement executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. The term, as set forth in Section 3 of the Agreement, is hereby extended to the period from July 1, 2023 to June 30, 2025.
2. Except as specifically amended herein, all other provisions of the Agreement, as previously amended, remain in full force and effect.

Hearthstone

City of Ellensburg

Jennifer Stucke

Heidi Behrends Cerniwey

Executive Director

City Manager

Title

Date

Title

Date

Approved As To Form

Attest:

City Clerk

City Attorney



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-17 - Ellensburg Flats Final Plat Phase 1
Approval - P23-050
Submitted by: Jeremy Johnston, Planning Manager
Department: Community Development

Suggested Motion/Action:

Move approval of the Ellensburg Flats final plat P23-050 and adoption of Resolution 2023-17.

Background/Summary:

Mike Heit, Agent for Falcon Ridge Investments, LLC., submitted an application (P23-050) for a final subdivision plat on Kittitas County Assessor's Parcel ID#11489 (35.55 acres), which is located east of N. Ellington Street, and north of Chason Avenue, in the City of Ellensburg, County of Kittitas, State of Washington.

Previous Council Action:

City Council conditionally approved the subdivision of the property to allow further residential development of said property on October 19, 2020 and the adoption of Council Resolution No. 2020-24 on October 19, 2020.

Analysis:

Community Development and all applicable departments have reviewed the final plat submittal and found it consistent with the conditions of preliminary approval and the standards outlined in the City of Ellensburg's development regulations.

Financial Impact:

None.

Budget Adjustment: No

Attachments:

1. Resolution 2023-17 - P23-050 Ellensburg Flats Phase I Final Plat
2. 1 Vicinity Location Map
3. 2 P23-050 SURVEY PLANS
4. 3 P23-050 APPLICATION

RESOLUTION NO. 2023-17

A Resolution approving the Final Plat of the Ellensburg Flats Subdivision Phase I (P23-050).

WHEREAS, Mike Heit, Agent for Falcon Ridge Investments, LLC., (hereinafter “Owner”), has submitted an application (P23-050) for a final subdivision plat on Kittitas County Assessor’s Parcel ID#11489 (35.55 acres), which is located east of N. Ellington Street, and north of Chason Avenue, in the City of Ellensburg, County of Kittitas, State of Washington (hereinafter the “Property”); and

WHEREAS, the Owner submitted to the Hearings Examiner a Preliminary Plat for the proposed Ellensburg Flats Subdivision for construction of residential dwellings on the above-referenced tracts of land; and

WHEREAS, in accordance with Chapter 15.260 ECC, the Hearings Examiner held a public hearing on September 2, 2020, to review the proposed development, after which the Hearings Examiner forwarded a recommendation of approval with ten conditions to City Council, as evidenced in the adoption of the approved minutes; and

WHEREAS, the Owner submitted the Preliminary Plat to the City for review and consideration by Council at a duly-advertised closed record public hearing held on October 19, 2020; and

WHEREAS, based on the evidence and testimony presented at said public hearing, City Council conditionally approved the subdivision of the property to allow further residential development of said property as evidenced in the approved minutes of the Council meeting of October 19, 2020 and the adoption of Council Resolution No. 2020-24 on October 19, 2020; and

WHEREAS, per RCW 58.17.140, as this preliminary plat was approved after January 1, 2015 and is not subject to the Shoreline Management Act, the applicant has five (5) years to file for final plat approval, or until October 19, 2025; and

WHEREAS, the Owner submitted the Final Plat to the City for review and consideration, and City of Ellensburg staff have found that the conditions of preliminary approval have been satisfied; and

WHEREAS, the applicant has submitted a bond to ensure that all required subdivision improvements will be installed in accordance with the approved improvements plans, and such bond has been approved by the City; and,

WHEREAS, the Final Plat application was reviewed by City Council in a public meeting held on July 3, 2023; and

WHEREAS, the City Council finds that the subdivision conforms to all terms of the City Council’s preliminary plat approval, and that the subdivision meets all requirements of chapter 58.17 RCW, other applicable state laws, and all local ordinances adopted under chapter 58.17 RCW that were in effect at the time of preliminary plat approval;

NOW, THEREFORE, the City Council for the City of Ellensburg do resolve as follows:

Section 1. The “Whereas” provisions set forth above are hereby incorporated in this Resolution as findings in support of the actions authorized in this Resolution.

Section 2. The City Council finds that the conditions of preliminary plat approval for the Ellensburg Flats final plat have been met and the requirements for recording the phase I final plat have been satisfied.

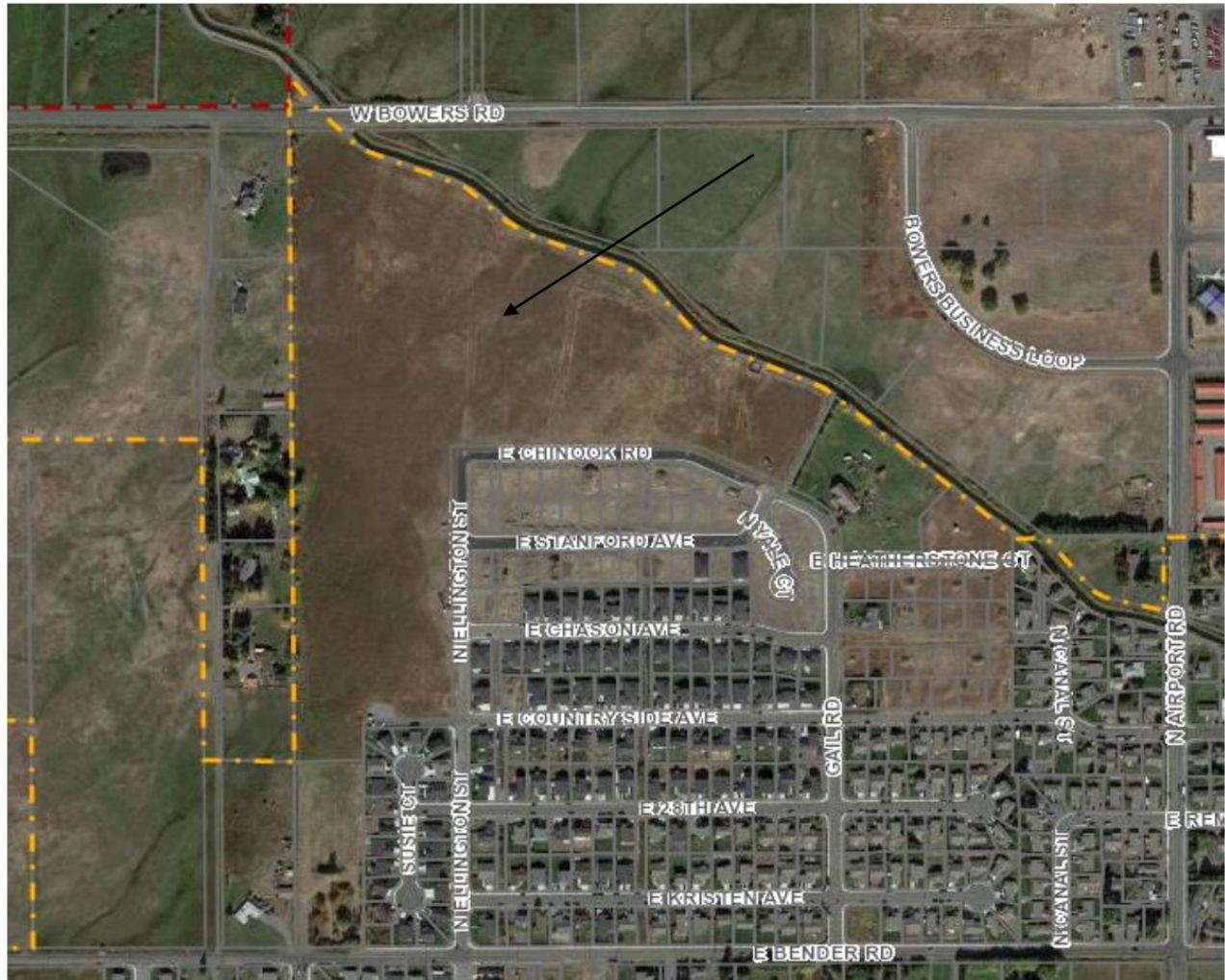
Section 3. The final plat for the Ellensburg Flats Phase I Subdivision is approved and the Mayor, Community Development Director, Public Works & Utilities Director, and City Engineer are hereby authorized to inscribe and execute this approval on the face of the plat, which will then be recorded with the Kittitas County Auditor’s Office.

ADOPTED by the City Council of Ellensburg this 3rd day of July, 2023.

Nancy Lillquist, Mayor

ATTEST:

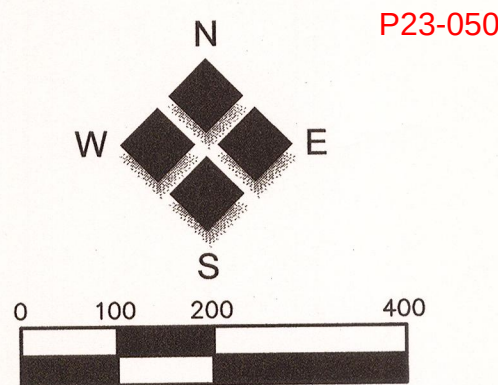
Beth Leader, City Clerk



P23-050 Ellensburg Flats Vicinity Map

PLAT OF "ELLENSBURG FLATS - PHASE 1"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



NOTES

SEE SHEET 2 FOR LOT DETAILS.
SEE SHEET 2 FOR PROPERTY CORNER OFFSET LINE TABLE.
SEE SHEET 3 FOR LINE TABLE, CURVE TABLE.
SEE SHEET 4 FOR SIGNATURES AND APPROVALS.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL
ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND
OWING ON THE PROPERTY DESCRIBED HEREIN ON DATE OF THIS
CERTIFICATION HAVE BEEN PAID.

DATED THIS _____ DAY OF _____, 20____

BY: _____
OFFICE OF KITTITAS COUNTY TREASURER

AUDITOR'S CERTIFICATE

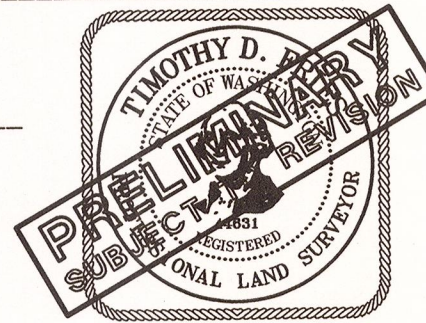
FILED FOR RECORD THIS _____ DAY OF _____
20____, AT _____M. UNDER AUDITOR'S FILE NUMBER
_____, RECORDS OF KITTITAS COUNTY,
WASHINGTON, AT THE REQUEST OF HLA ENGINEERING AND
LAND SURVEYING, INC.

KITTITAS COUNTY AUDITOR BY DEPUTY

SURVEYOR'S CERTIFICATE

I, TIMOTHY D. FRIES, A PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE PLAT OF "ELLENSBURG FLATS -
PHASE 1" IS BASED UPON AN ACTUAL SURVEY AND
SUBDIVISION OF THE NORTHWEST QUARTER, NORTHEAST
QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18
EAST, W.M.; THAT THE DISTANCES, COURSES, AND ANGLES
ARE SHOWN HEREON CORRECTLY AND THAT MONUMENTS AND
LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN
ON THE PLAT.

CERTIFICATE NUMBER _____



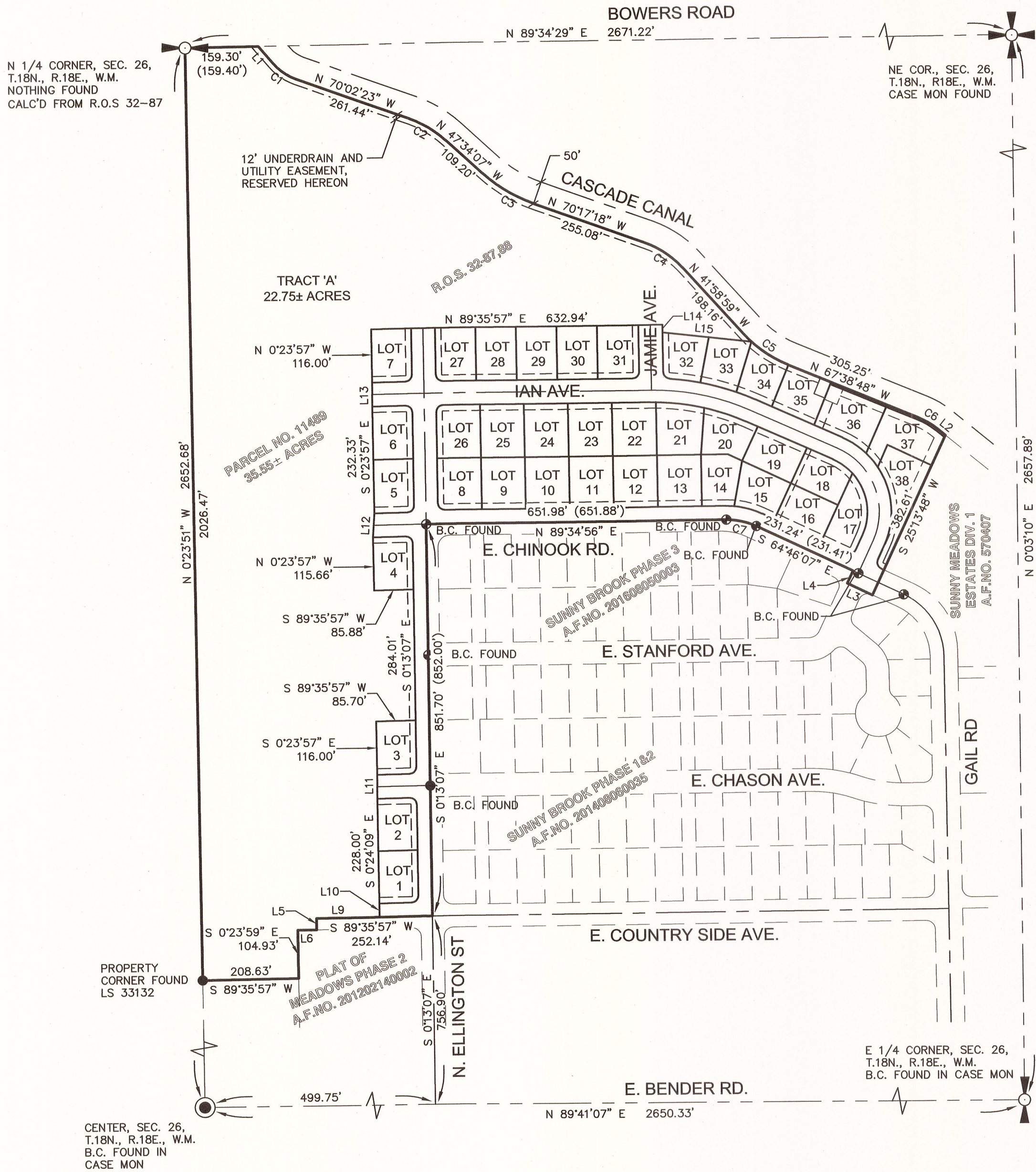
PARCEL NUMBER 11489

NOTES

1. DENOTES 2" ALUM. CAP SET IN CASE STAMPED
"HLA LS 33132 & 44631" UNLESS NOTED OTHERWISE.
2. DENOTES 5/8" REBAR WITH YELLOW CAP MARKED
HLA LS 33132/HLA LS 44631 SET.
3. DENOTES PROPERTY CORNER FOUND AS NOTED.
4. () DENOTES RECORDED DISTANCES.
4. THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION
26, T. 18 N., R. 18 E., W.M. IS ASSUMED TO HAVE A BEARING
OF N 89°41'07" E.
5. SURVEY PERFORMED WITH A LEICA TS16 2" ELECTRONIC
TOTAL STATION, ELECTRONIC DISTANCE MEASURING UNIT, USING
FIELD TRAVERSE PROCEDURES AND LEICA GS18 GPS RECEIVER
UTILIZING FAST STATIC AND REAL TIME KINEMATIC PROCEDURES.
6. MONUMENTS SHOWN HEREON AS FOUND WERE VISITED IN
OCTOBER 2022.
7. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS
CONTAINED IN WAC 332-130-090.
8. LEGAL DESCRIPTION AND EASEMENTS SHOWN HEREON ARE
PER THAT TITLE REPORT PREPARED BY KITTITAS TITLE AND
ESCROW, DATE SEPTEMBER 24, 2019.
9. SUBJECT PROPERTY IS ZONED R-S, RESIDENTIAL
SUBURBAN, AND A PORTION OF THE PROPERTY LIES WITHIN
THE A-O AIRPORT OVERLAY ZONE.
10. THIS PROPERTY IS LOCATED WITHIN THE AIRPORT OVERLAY
ZONING DISTRICT IN WHICH A VARIETY OF AIRPORT AVIATION
OCCUR. SUCH AIRPORT AVIATION ACTIVITIES MAY IMPACT THE
USE OF THE PROPERTY.

LEGAL DESCRIPTION

PARCEL B OF THAT CERTAIN SURVEY MARCH 23, 2006, IN
BOOK 32 OF SURVEYS, PAGES 87 THROUGH 88, UNDER
AUDITOR'S FILE NO. 200603230038, RECORDS OF KITTITAS
COUNTY, STATE OF WASHINGTON; BEING A PORTION OF
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.,
KITTITAS COUNTY, STATE OF WASHINGTON.

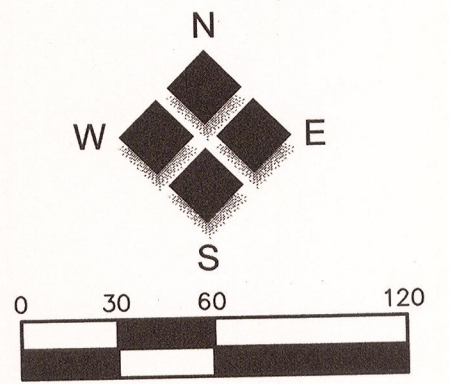


2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

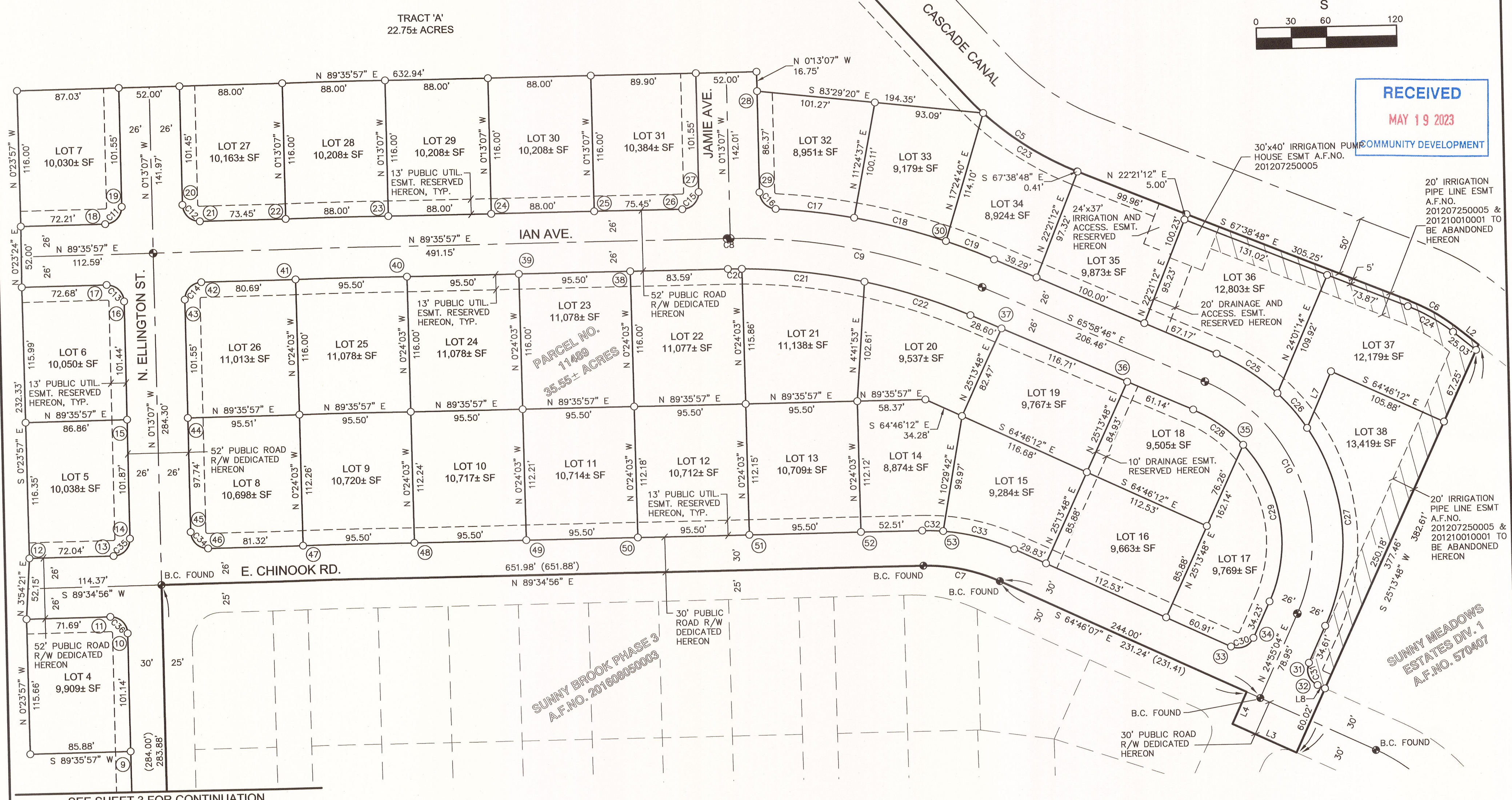
JOB NO.	18140
FILE NAME:	18140plat1.dwg
DATE:	MAY 17, 2023
SHEET	1 OF 4

PLAT OF "ELLENSBURG FLATS - PHASE 1"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



RECEIVED
MAY 19 2023
COMMUNITY DEVELOPMENT



SEE SHEET 3 FOR CONTINUATION

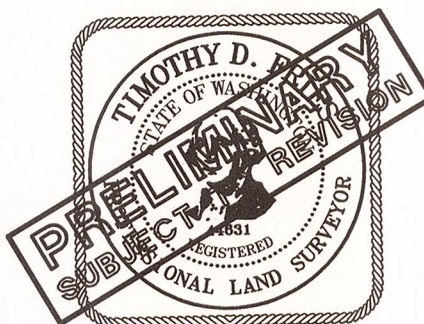
PROPERTY CORNER OFFSET LINE TABLE (CORNERS FALL INTO SIDEWALK)

LINE	BEARING	LENGTH
①	N 03°34'16" E	0.12
②	N 85°06'10" W	0.27
③	S 89°35'57" W	0.29
④	S 76°59'07" W	0.37
⑤	S 07°00'13" W	0.24
⑥	N 06°07'45" E	0.29
⑦	S 88°16'43" W	0.18
⑧	S 89°35'57" W	0.16
⑨	S 89°35'57" W	0.17
⑩	N 27°46'23" W	0.41
⑪	N 13°56'43" E	0.19
⑫	N 00°23'57" W	0.45
⑬	N 07°37'16" W	0.42

⑭	N 52°12'14" W	0.54
⑮	S 89°35'57" W	0.29
⑯	S 78°20'13" W	0.28
⑰	S 00°34'31" W	0.37
⑱	N 11°31'15" E	0.22
⑲	S 71°19'37" W	0.25
⑳	S 89°10'14" E	0.23
㉑	N 03°15'34" E	0.21
㉒	N 00°13'07" W	0.18
㉓	N 00°13'07" W	0.18
㉔	N 00°13'07" W	0.21
㉕	N 00°13'07" W	0.07
㉖	N 07°04'17" W	0.43
㉗	S 87°04'17" W	0.46

㉘	S 83°29'20" E	0.14
㉙	N 81°56'55" E	0.27
㉚	N 17°24'40" E	0.10
㉛	S 72°29'33" E	0.24
㉜	N 25°01'17" E	0.18
㉝	N 17°21'55" E	0.20
㉞	N 52°54'08" W	0.21
㉟	S 25°13'48" W	0.12
㊱	S 25°13'48" W	0.19
㊲	S 25°13'48" W	0.17
㊳	S 00°24'03" E	0.14
㊴	S 00°24'03" E	0.11
㊵	S 00°24'03" E	0.14
㊶	S 00°24'03" E	0.15

㊷	S 10°25'46" E	0.21
㊸	S 70°20'46" E	0.12
㊹	S 89°35'57" W	0.12
㊺	N 15°54'06" E	1.42
㊻	N 01°54'35" E	0.68
㊼	N 00°24'03" W	0.38
㊽	N 00°24'03" W	0.29
㊾	N 00°24'03" W	0.29
㊿	N 00°24'03" W	0.25
1	N 00°24'03" W	0.26
2	N 00°24'03" W	0.19
3	N 10°29'42" E	0.13



PARCEL NUMBER 11489



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

JOB NO. 18140
FILE NAME: 18140plot1.dwg
DATE: MAY 17, 2023
SHEET 2 OF 4

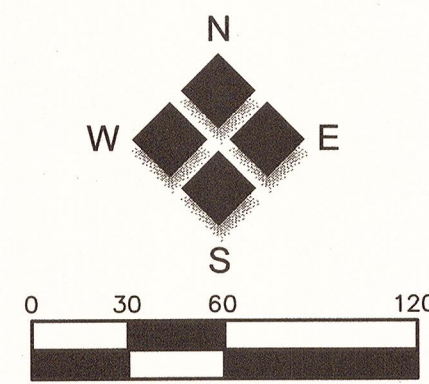
PLAT OF "ELLENSBURG FLATS - PHASE 1"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)

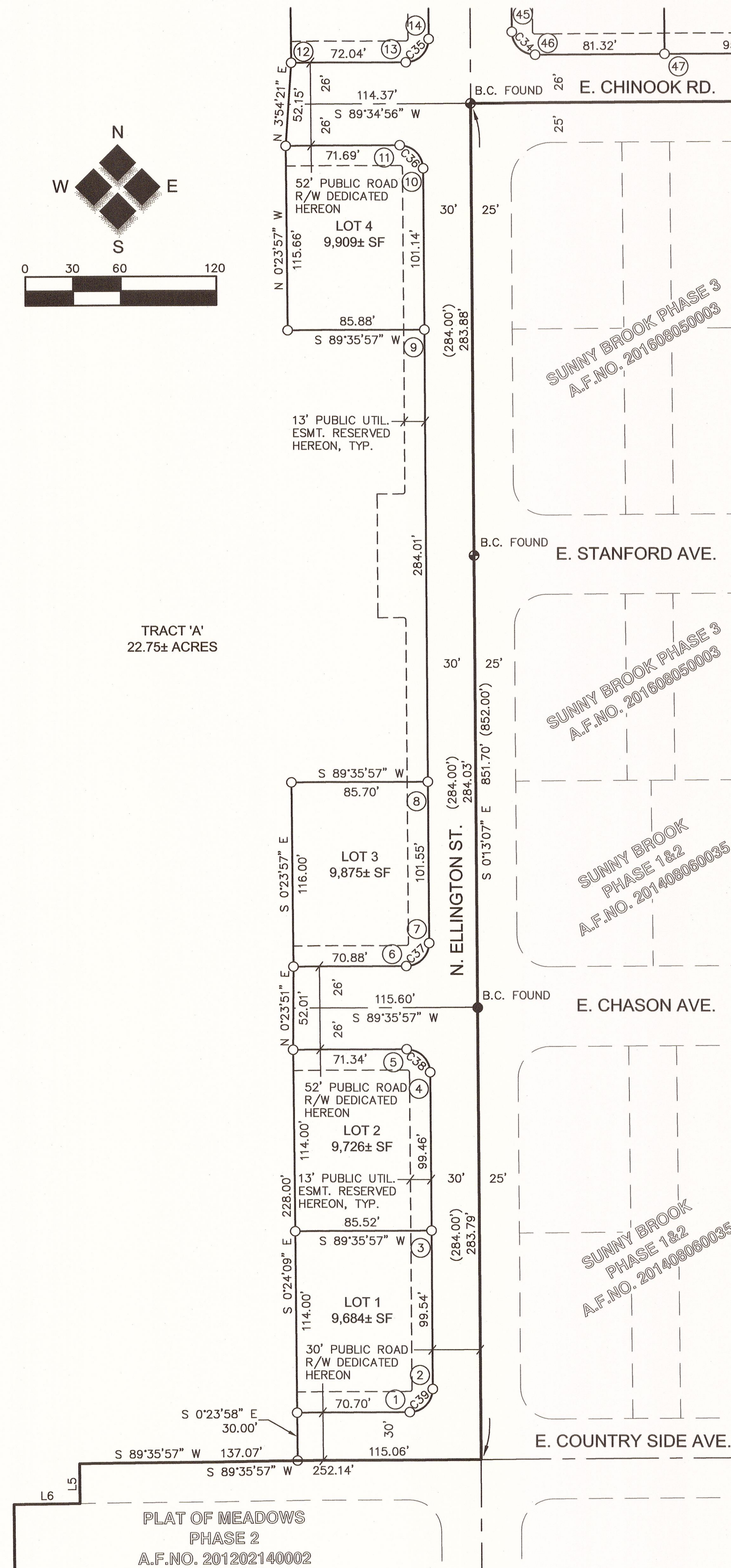
RECEIVED

MAY 19 2023

COMMUNITY DEVELOPMENT



TRACT 'A'
22.75± ACRES

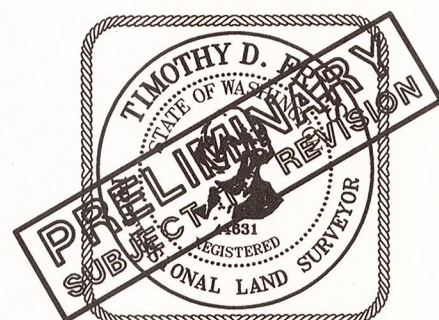


LINE TABLE

LINE	BEARING	LENGTH	L8	N 64°46'12" W	6.97
L1	N 40°30'17" W	50.16	L9	S 89°35'57" W	137.07
L2	S 50°32'05" E	23.76	L10	S 00°23'58" E	30.00
L3	N 64°46'12" W	60.00	L11	N 00°23'51" E	52.01
L4	N 25°13'48" E	29.96	L12	N 03°54'21" E	52.15
L5	S 00°23'59" E	25.00	L13	N 00°23'24" E	52.00
L6	S 89°35'57" W	41.35	L14	N 00°13'07" W	16.75
L7	N 24°01'14" E	52.63	L15	S 83°29'20" E	194.35

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	29°30'35"	115.00	59.23	N 55°15'34" W	58.58
C2	22°26'52"	235.00	92.07	N 58°48'57" W	91.48
C3	22°43'09"	325.00	128.87	N 58°55'41" W	128.03
C4	28°18'15"	200.00	98.80	N 56°08'10" W	97.80
C5	25°39'51"	260.00	116.46	N 54°48'54" W	115.49
C6	17°06'40"	155.00	46.29	N 59°05'28" W	46.12
C7	25°38'57"	150.00	67.15	S 77°35'36" E	66.59
C8	0°18'00"	525.00	2.75	S 89°44'57" W	2.75
C9	24°07'17"	525.00	221.02	N 78°02'25" W	219.40
C10	90°53'50"	150.00	237.97	N 20°31'51" W	213.79
C11	89°49'05"	14.50	22.73	S 44°41'25" W	20.47
C12	90°10'55"	14.50	22.82	S 45°18'35" E	20.54
C13	90°10'55"	14.50	22.82	N 45°18'35" W	20.54
C14	89°49'05"	14.50	22.73	N 44°41'25" E	20.47
C15	89°49'05"	14.50	22.73	N 44°41'25" E	20.47
C16	85°47'00"	14.50	21.71	N 43°06'37" W	19.74
C17	7°01'51"	551.00	67.61	N 82°29'12" W	67.57
C18	8°25'49"	551.00	81.07	N 74°45'22" W	81.00
C19	4°33'41"	551.00	43.87	N 68°15'37" W	43.86
C20	1°22'02"	499.00	11.91	N 89°43'02" W	11.91
C21	12°08'13"	499.00	105.70	N 82°57'54" W	105.51
C22	10°55'02"	499.00	95.08	N 71°26'17" W	94.94
C23	20°51'06"	260.00	94.62	S 57°13'17" E	94.10
C24	17°06'43"	150.00	44.80	S 59°05'26" E	44.63
C25	20°17'13"	176.00	62.32	N 55°50'09" W	61.99
C26	12°46'34"	176.00	39.25	N 39°18'16" W	39.16
C27	57°50'02"	176.00	177.65	N 03°59'57" W	170.21
C28	24°22'26"	124.00	52.75	N 53°47'33" W	52.35
C29	66°31'23"	124.00	143.97	N 08°20'38" W	136.02
C30	90°18'49"	14.50	22.86	S 70°04'28" W	20.56
C31	89°41'16"	14.50	22.70	N 19°55'34" W	20.45
C32	5°41'51"	180.00	17.90	N 87°34'09" W	17.89
C33	19°57'06"	180.00	62.68	N 74°44'40" W	62.36
C34	90°11'57"	14.50	22.83	N 45°19'06" W	20.54
C35	89°48'03"	14.50	22.73	N 44°40'54" E	20.47
C36	90°11'57"	14.50	22.83	S 45°19'06" E	20.54
C37	89°49'05"	14.50	22.73	S 44°41'25" W	20.47
C38	90°10'55"	14.50	22.82	S 45°18'35" E	20.54
C39	89°49'05"	14.50	22.73	S 44°41'25" W	20.47



PARCEL NUMBER 11489

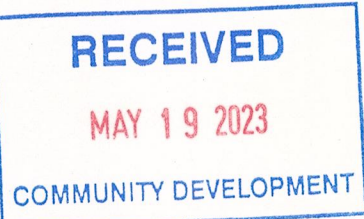


2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

JOB NO. 18140
FILE NAME: 18140plat1.dwg
DATE: MAY 17, 2023
SHEET 3 OF 4

PLAT OF "ELLENSBURG FLATS - PHASE 1"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



PUBLIC WORKS AND UTILITY

DIRECTOR APPROVAL

THE SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE, ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH CITY OF ELLENSBURG DEPARTMENT OF PUBLIC WORKS AND UTILITIES EXAMINED AND APPROVED THIS

DAY OF 20

BY: PUBLIC WORKS AND UTILITIES DIRECTOR

CITY ENGINEER APPROVAL

THE SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE, ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH CITY OF ELLENSBURG ENGINEER EXAMINED AND APPROVED THIS

DAY OF 20

BY: CITY OF ELLENSBURG ENGINEER

COMMUNITY DEVELOPMENT

DIRECTOR

THE SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE, ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH CITY OF ELLENSBURG COMMUNITY AND DEVELOPMENT DIRECTOR EXAMINED AND APPROVED THIS

DAY OF 20

BY: COMMUNITY DEVELOPMENT DIRECTOR

MAYOR APPROVAL

THE SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE, ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH CITY OF ELLENSBURG MAYOR EXAMINED AND APPROVED THIS

DAY OF 20

BY: CITY OF ELLENSBURG, MAYOR

IRRIGATION DISTRICT CERTIFICATE

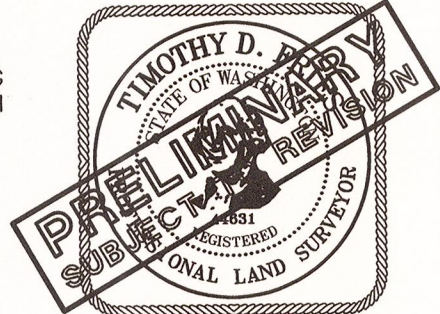
THE PROPERTY DESCRIBED HEREON IS WHOLLY OR IN PART LOCATED WITHIN THE BOUNDARIES OF THE CASCADE IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT, OR CURRENTLY EXISTING IRRIGATION EASEMENTS OR RIGHTS-OF-WAY, ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THIS PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I ALSO CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT, OR CURRENTLY EXISTING IRRIGATION EASEMENTS OR RIGHTS-OF-WAY, ARE ADEQUATE TO TRANSMIT IRRIGATION WATER THROUGH THIS PLAT TO OTHER ADJACENT LAND ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT:

- THIS PLAT CONTAINS COMPLETED IRRIGATION DISTRIBUTION FACILITIES IN ACCORDANCE WITH THIS DISTRICT'S STANDARDS, OR
- PROVISIONS ACCEPTABLE TO THIS DISTRICT HAVE BEEN MADE BY COVENANT AND AGREEMENT FOR COMPLETED IRRIGATION DISTRIBUTION FACILITIES TO ALL LOTS: SAID AGREEMENT IS FILED SUPPLEMENTAL TO THIS PLAT, OR
- THE EXISTING IRRIGATION DISTRIBUTION FACILITY IS ADEQUATE TO MEET THIS REQUIREMENT, OR
- LOTS IS/ARE IN WHOLE OR IN PART, NOT CLASSIFIED AS "IRRIGABLE LAND" BY THIS DISTRICT AND/OR ARE NOT CURRENTLY ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THIS DISTRICT.

BY: CASCADE IRRIGATION DISTRICT

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE OWING OWING ON THE PROPERTY DESCRIBED HEREON ARE PAID THROUGH

BY: TREASURER, CASCADE IRRIGATION DISTRICT



PARCEL NUMBER 11489

DEDICATION AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS THAT FALCON RIDGE INVESTMENTS, LLC, ARE THE PARTIES HAVING ITS OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED; HAS WITH HIS/HER/ ITS FREE CONSENT AND IN ACCORDANCE WITH ITS DESIRES CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS OF WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF ITSELF AND ITS SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF ELLENSBURG AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS OF WAY; AND DO HEREBY GRANT AND DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

FALCON RIDGE INVESTMENTS, LLC DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KITTITAS } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS _____ OF FALCON RIDGE INVESTMENTS, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

NOTARY PUBLIC

MY APPOINTMENT EXPIRES: _____

MAINTENANCE OF STORMWATER FACILITIES

THE STORMWATER FACILITY WITHIN THE PLAT OF "ELLENSBURG FLATS - PHASE 1" SHALL BE OPERATED AND MAINTAINED BY THE OWNERS, HOMEOWNERS' ASSOCIATION AND OR LOTS 1 THROUGH 38. THE CITY OF ELLENSBURG SHALL HAVE THE RIGHT TO INGRESS AND EGRESS THE STORMWATER FACILITY FOR THE PURPOSES OF INSPECTION AND OR REQUIRED MAINTENANCE PER SS B5 OF THE EASTERN WASHINGTON PHASE II MUNICIPAL PERMIT.

IF THE CITY OF ELLENSBURG DETERMINES MAINTENANCE OR REPAIR WORK OF THE STORMWATER FACILITY IS REQUIRED, THE CITY OF ELLENSBURG SHALL GIVE NOTICE TO THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS IN WRITING. IF THE ABOVE REQUIRED MAINTENANCE OR REPAIR IS NOT COMPLETED WITHIN THE TIME SET BY THE CITY OF ELLENSBURG, THE CITY OF ELLENSBURG MAY PERFORM THE REQUIRED MAINTENANCE, OR CONTRACT WITH A PRIVATE COMPANY CAPABLE OF PERFORMING THE STORMWATER FACILITY MAINTENANCE AND THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY SUCH WORK PERFORMED.

THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS SHALL NOT REPLACE, ALTER OR MODIFY THE STORM WATER FACILITY WITHOUT FIRST WRITTEN APPROVAL FROM THE CITY OF ELLENSBURG AND A CERTIFIED LETTER FROM A LICENSED ENGINEER APPROVING THE DESIGN CHANGES.

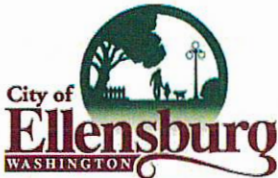
BACKFLOW PREVENTION

IN LIEU OF REQUIRING A BACKFLOW ASSEMBLY AT THE SERVICE ENTRANCE ON LOTS 1 THROUGH 38 OF THE PLAT OF "ELLENSBURG FLATS - PHASE 1", THE OWNER AGREES NOT TO INTERCONNECT, IN ANY FASHION, HIS/HER PRIVATE AUXILIARY WATER SYSTEM, AND TO DO NOTHING THAT WOULD LEAD TO OCCURRENCE OF A BACKFLOW EVENT. A CROSS CONNECTION IS A DIRECT LINK BETWEEN DOMESTIC WATER LINES AND A CONTAMINATED SOURCE. DECREASED PRESSURE ON THE PURVEYOR'S SIDE OF THE WATER METER MAY LEAD TO A BACKFLOW PROBLEM, AND THIS IS NOT ALLOWED PER WAC-246-290-490. OWNER FURTHER AGREES TO ACCEPT FULL LEGAL RESPONSIBILITY FOR ALL DAMAGES INCURRED AS A RESULT OF ANY SUCH CROSS CONNECTION, INCLUDING BACKFLOW EVENTS. THE OWNER ACKNOWLEDGES THAT HE/SHE HAS BEEN INFORMED BY THE CITY OF ELLENSBURG OF BACKFLOW PROTECTION REQUIREMENTS AND THE CONSEQUENCES OF A BACKFLOW EVENT.



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

JOB NO.	18140
FILE NAME:	18140plat1.dwg
DATE:	MAY 17, 2023
SHEET	4 OF 4



Final Subdivision Application

RECEIVED

MAY 19 2023

PA-13
APPLICATION

COMMUNITY DEVELOPMENT

Community Development Department

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

Final Subdivision (long and short plat) applications are subject to the Type I review process as set forth in Chapter 15.210 ECC. The Planning Division will be unable to accept your Final Subdivision Application Form if you fail to provide all of the required material. The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 days from the date of application.

Application Fee: No application fee

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	5-19-23
Fee Total:	XXXX
FILE #:	P23-050
Associated Permit File #:	P19-147 P19-145

P19-146

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	Falcon Ridge Investments, LLC	Day Phone:	509-945-3438
Mailing Address:	2550 Borton Rd., Yakima, WA 98903		
E-mail:	byron@bortonfruit.com	Cell Phone:	509-945-3438

***APPLICANT:** ☐ Owner ☐ Contractor ☐ Tenant ☐ Other ☒ Engineer

Name:	HLA Engineering and Land Surveying	Day Phone:	509-966-7000
Mailing Address:	2803 River Rd., Yakima, WA 98902		
E-mail:	mheit@hlacivil.com	Cell Phone:	509-307-8708

CONTACT PERSON: ☐ Owner ☐ Contractor ☐ Tenant ☒ Other ☒ Engineer

Name:	Mike Heit	Day Phone:	509-966-7000
Mailing Address:	2803 River Rd., Yakima, WA 98902		
E-mail:	mheit@hlacivil.com	Cell Phone:	509-307-8708

PROJECT INFORMATION:

Parcel Number(s) of Site:	11489
Site Address (if any):	Gail Rd., Ellensburg, WA.

APPLICATION REQUIREMENTS:

Ellensburg City Code 15.260.100, Final subdivision applications are subject to the Type I review process and must contain the following application contents:

		Yes	No
1.	Final Subdivision application with signatures of landowners involved in the subdivision.	✓	
2.	(3) Copies of final plat drawing, an electronic copy, and one 11x17 copy.	✓	
3.	RECEIPT Certification signed by treasurer's office that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid.	✓	✓
4.	Approved engineered design drawings (civil plans) for all required improvements. Drawings shall be approved by city engineer prior to filing of final plat application.	✓	
5.	Title report of property to be subdivided IF the final plat application is not submitted within 120 calendar days of preliminary approval.	✓	✓
6.	Subdivision Improvements Agreement (if improvements are not to be installed prior to final plat application and will be bonded for instead). Agreement must include the following: a. List of required subdivision improvements; b. Cost estimate of improvements; c. Phases of development of the subdivision, if phasing was provided for and approved in the preliminary subdivision approval, and completion dates for said phases; d. Provisions for the dedication of park land or payment of fees in lieu of such land if applicable. e. A bond guaranteeing the installation of the public improvements which shall meet the requirements of the Public Works development standards and be approved and accepted by the city engineer. f. In lieu of a bond the applicant may fulfill the public improvements requirement by installing the improvements required in the preliminary subdivision approval under the direction of the city engineer.	✓	
6.	Copy of any deeds, covenants, conditions, or restrictions together with a copy of the documents which establish and govern any HOA.		✓

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

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

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

Signature of Legal Owner:
(or Authorized Agent)

Byron Borton

Date: 5-17-03



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendments - Interlocal agreements with the Ellensburg School District for School Resource Officer and Reserve Officer Services

Submitted by: Dan Hansberry, Captain

Department: Police

Suggested Motion/Action:

Move to approve the amendments to two interlocal agreements with the Ellensburg School District for school resource officer and reserve officer services, and authorize the Mayor to execute them on behalf of the City.

Background/Summary:

The Ellensburg School District and the Ellensburg Police Department seek to amend the current interlocal agreements regarding School Resource Officers (SRO's) and the use of Reserve Officers to work security at the Ellensburg High School and Morgan Middle School. The amendments would extend the interlocal agreements through the end of the 2027-2028 school year, and adjust the Reserve Officer wage per hour reimbursement to the City to be equal to the current Washington State minimum wage.

Previous Council Action:

On December 10, 2008, an interlocal agreement of five years' duration was entered into between the City of Ellensburg and the Ellensburg School District for a School Resource Officer and Reserve Officer services. The SRO is a fully commissioned Police Officer funded by the 3/10th's of one percent criminal justice fund. The majority of the SRO's time is spent at Ellensburg High School and is augmented by Reserve Officer volunteer hours for school athletic events like football and basketball games, as well as dances.

This SRO interlocal agreement is in addition to the City of Ellensburg and the Ellensburg School District agreement for Reserve Officers to provide security services. On November 9, 2009, an interlocal agreement was entered into between the City and the school district for these services through the end of the 2009-2010 school year. On July 5, 2011, this latter agreement was amended to extend it through the end of the 2012-2013 school year. On March 4, 2013, and August 20, 2018 the City Council approved the amendments extending both agreements through the 2022-2023 school year.

Analysis:

These two interlocal agreements are set to expire at the end of the 2022-2023 school year. Police Department command staff has been in contact with representatives of the Ellensburg School District who advise they are supportive of the amendments to these

interlocal agreements, extending both agreements through the end of the 2027-2028 school year. Copies of the interlocal agreements as well as the 2013 and 2018 amendments are attached for reference.

Financial Impact:

The Police Department fully funds the fulltime SRO with expenditures from the three tenths of one percent sales tax (130 fund). The \$10,000 from the School District is used for the Reserve program, which in turn supports the SRO program.

Budget Adjustment: No

Attachments:

1. SRO MOU and Prior Amendments
2. EPD Reserve Officers Interlocal Agreement and Prior Amendments
3. 2023 amendment SRO MOU (Through 2027)
4. 2023 Amend - EPD Reserve Officers Interlocal (through 2027)

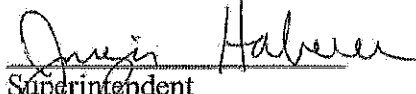
**Amendment to Interlocal Agreement Between the
City of Ellensburg and Ellensburg School District
For School Resource and Reserve Officer Services**

That certain Agreement relating to the provision of School Resource Officer and Reserve Officer services (the "Agreement") entered into the 10th day of December, 2008, and amended on March 4, 2013, by and between the City of Ellensburg ("City") and Ellensburg School District 401 ("District"), is hereby amended as follows:

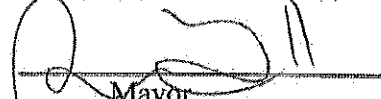
1. Section 13 (Duration and Termination) is extended five years covering the 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 school years. Either party may terminate this Agreement at any time by giving the other party written notice of termination at least ninety (90) days prior to the date of such termination.
2. All provisions of the parties' Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

AGREED TO this 20 day of August, 2018.

FOR ELLENSBURG SCHOOL DISTRICT NO. 401


Superintendent

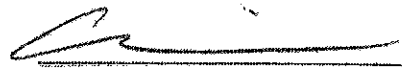
CITY OF ELLENSBURG


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

A 081394

**Amendment to Interlocal Agreement Between the
City of Ellensburg and Ellensburg School District
For School Resource and Reserve Officer Services**

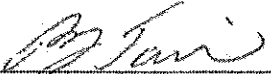
That certain Agreement relating to the provision of School Resource Officer and Reserve Officer services (the "Agreement") entered into the 10th day of December, 2008 by and between the City of Ellensburg ("City ") and Ellensburg School District 401 ("District"), is hereby amended as follows:

1. Section 13 (Duration and Termination) is extended five years covering the 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018 school years. Either party may terminate this Agreement at any time by giving the other party written notice of termination at least ninety (90) days prior to the date of such termination.

2. All provisions of the parties' Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

AGREED TO this 4th day of March, 2013.

FOR ELLENSBURG SCHOOL DISTRICT NO. 401


Superintendent

CITY OF ELLENSBURG


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

12-10-08
A08/394

**Agreement Between the
City of Ellensburg and Ellensburg School District
For School Resource and Reserve Officer Services**

This Agreement is entered into by and between the City of Ellensburg ("City") and Ellensburg School District 401 ("District"), municipal corporations of the State of Washington, for the provision of School Resource Officer and supporting Reserve Police Officer services to the District.

WHEREAS, the District desires to contract with the City to receive the services of a professionally-trained School Resource Officer (SRO), and supporting Reserve Police Officer program as an added value to the SRO, and the City desires to provide such services to the District, and

WHEREAS, this Agreement for SRO and Reserve Officer services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act

NOW THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to enable the City to provide, and the District to receive, the services of a SRO and Reserve Officer, and related program support.
2. Mission Statement. The mission of the SRO and Reserve program shall be to provide prevention, intervention, and consulting, along with other community policing services to the students, parents, and staff of the school buildings in the Ellensburg School District.
3. Goals of the SRO and Reserve Program. The goals of the program are:
 - a. To serve as a model of responsible adult citizenship for young people;
 - b. Interact positively with students, staff, parents, and community members;
 - c. Assist in planning for and providing a safe disciplined environment conducive to learning;
 - d. Increase positive attitudes towards law enforcement by building more and new bridges between police officers and the school community; and
 - e. Reduce juvenile delinquency through intervention, education, referrals, and enforcement.
4. SRO and Reserve Officer Program and Support Responsibilities.
 - a. Both parties agree that the SRO assigned to the schools shall be a full-time employee of the City of Ellensburg, with all benefits, obligations, and responsibilities incumbent on City employees.
 - b. The City agrees to provide the following support to the SRO position:
 1. Direct supervision of the SRO through the Ellensburg Police Department chain of command;
 2. Standard equipment and gear provided to police officer;
 3. Use of a marked police vehicle while on duty;
 4. Annual in-service training as specified in the department policy; and
 5. Specialized SRO training and updates.

- c. The District agrees to provide the following support to the SRO and Reserve Officer program:
1. Functional supervision, as needed of the SRO when on school campuses, provided by the District's building administrators;
 2. Office space in an appropriate District facility with a desk, chairs, and telephone that permits the conduct of confidential conversations with students, parents or staff;
 3. Any established curriculum and curriculum materials needed of in-class instruction in which the SRO participates;
 4. Access to any specialized training involving the delivery of any established curriculum in which the SRO will participate;
 5. A negotiated share (set forth below) of the local cost of the SRO program, including the support of the Reserve Officer program; and
 6. Refer to the attached job description for details.

d. The City agrees to select the SRO and Reserve Officers under the policy established by the Ellensburg Police Department and agrees, consistent with said policy, to have representatives of the District participate in the selection interview process.

5. Partnership Details.

a. Both parties agree that the SRO and Reserve Officer program is an integral part of the community policing effort of the Ellensburg Police Department. To that end, the SRO, students, parents and staff of the school buildings will join together to identify the needs and interests of their campus communities, consistent with program goals and to develop and implement strategies for problem solving in those campus communities.

b. Both parties agree that a key to the success of the SRO and Reserve Officer program is the ability of the schools' staff to work in a cooperative and collegial way to enhance the safety and the quality of life of students in the District.

c. Both parties agree that from time to time, situations may arise where the SRO may need to be temporarily assigned to other duties when exigencies occur in the Police Department. The Police administration will strive to keep any temporary reassignment to a minimum.

d. In the event the District, through its building administrators, believes the SRO is not able to effectively perform his/her duties, the District will contact Ellensburg Police Department administration and request a meeting to review the situation. If it appears that a resolution of the matter cannot be reached, the Chief of Police may re-assign the SRO.

6. Compensation and Time of Payment.

a. Payment Schedule. The District shall pay the City the sum of \$ 2,500.00 each quarter, by November 30, February 28, May 31, and August 31.

b. Invoices delivered to the district by the 10th of each billing month shall be paid at the end of each respective month.

7. Indemnification and Hold Harmless. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

8. Assignment. This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

9. Future Support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth herein.

10. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

11. Disputes. If a dispute arises between the parties concerning this Agreement, the Ellensburg Chief of Police and the appropriate School Principal shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the City Manager and District Superintendent for resolution. If not resolved by the City Manager and District Superintendent, either party reserves its right to pursue other forms of relief.

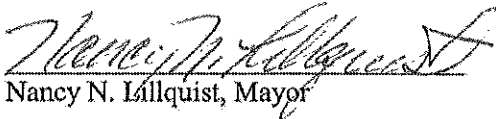
12. Modification. The provisions of this Agreement may be modified or amended only by mutual consent of the parties. Any changes agreed to by the parties must be set out in writing and shall be effective only after a written document is prepared and signed by the authorized representatives of the parties.

13. Duration and Termination. This Agreement shall commence and be effective on ~~DECEMBER 10~~, 2008, and will run through the end August 31, 2013 school year. Either party may terminate this Agreement at any time by giving the other party written notice of termination at least ninety (90) days prior to the date of such termination.

14. Filing. This Agreement shall be filed with the Kittitas County Auditor, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 10th day of DECEMBER, 2008.

For the City of Ellensburg


Nancy N. Lillquist, Mayor

For the Ellensburg School District 401

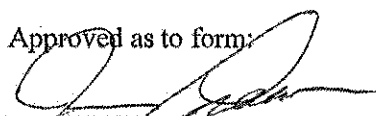

Superintendent

Attest:



City Clerk

Approved as to form:



City Attorney

**Amendment to Interlocal Agreement Between the City of Ellensburg and
Ellensburg School District No. 401 Regarding Use of Reserve Officers**

That certain Agreement relating to the provision of reserve officer security services (the "Agreement") entered into the 9th day of November, 2009, and amended on July 5, 2011 and March 4, 2013, by and between the City of Ellensburg ("City ") and Ellensburg School District 401 ("District"), is hereby further amended as follows:

1. Section 2 (Term), and the July 5, 2011 and March 4, 2013 amendments, are extended five years covering the 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 school years. The Agreement may be cancelled, however, at any time by either party after giving thirty (30) day written notice to the other party and is subject to Reserve Officer Availability for staffing needs.

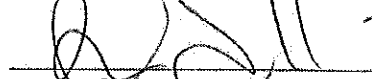
2. All provisions of the parties' Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

AGREED TO this 20 day of August, 2018.

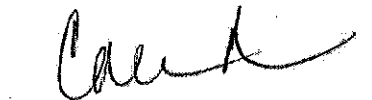
FOR ELLENSBURG SCHOOL DISTRICT NO. 401


Superintendent

CITY OF ELLENSBURG


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

09 1409
AD41315

**Amendment to Interlocal Agreement Between the City of Ellensburg and
Ellensburg School District No. 401 Regarding Use of Reserve Officers**

That certain Agreement relating to the provision of reserve officer security services (the "Agreement") entered into the 9th day of November, 2009, and amended on July 5, 2011, by and between the City of Ellensburg ("City ") and Ellensburg School District 401 ("District"), is hereby further amended as follows:

1. Section 2 (Term), and the July 5, 2011 amendment, is extended five years covering the 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018 school years. The Agreement may be cancelled, however, at any time by either party after giving thirty (30) day written notice to the other party and is subject to Reserve Officer Availability for staffing needs.

2. All provisions of the parties' Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

AGREED TO this 4th day of March, 2013.

FOR ELLENSBURG SCHOOL DISTRICT NO. 401


Superintendent

CITY OF ELLENSBURG


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

A091409

**Amendment to Interlocal Agreement Between the City of Ellensburg and
Ellensburg School District No. 401 Regarding Use of Reserve Officers**

That certain Agreement relating to the provision of reserve officer security services (the "Agreement") entered into the 9th day of November, 2009, by and between the City of Ellensburg ("City ") and Ellensburg School District 401 ("District"), is hereby amended as follows:

1. Section 2 (Term) is extended to a four-year period covering the 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school years. The Agreement may be cancelled, however, at any time by either party after giving thirty (30) day written notice to the other party and is subject to Reserve Officer Availability for staffing needs.

2. All provisions of the parties' Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

3. This Amendment is retroactive to September 1, 2010. All actions taken prior to, and not inconsistent with, the terms of this Agreement are hereby ratified and confirmed.

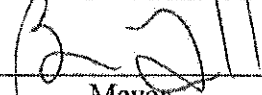
AGREED TO this 5th day of July, 2011.

FOR ELLENSBURG SCHOOL DISTRICT NO. 401



Superintendent

CITY OF ELLENSBURG



Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

11-9-89
A 091409

**Interlocal Agreement Between the City of Ellensburg and
Ellensburg School District No. 401 Regarding Use of Reserve Officers**

This AGREEMENT is entered into pursuant to Chapter 39.34 RCW between the City of Ellensburg ("City ") and Ellensburg School District 401 ("District"), both municipal corporations of the State of Washington located in Ellensburg, Kittitas County, Washington, whereby the City agrees to furnish the District with Reserve Officers to provide security services to the District and to assist in the supervision of such Officers upon certain stated terms and conditions.

WITNESSETH:

WHEREAS, the District and the City jointly wish to enhance the positive image of law enforcement personnel and provide the safest possible environment at school campuses; and

WHEREAS, the District and City jointly want to restrict gang activity and the availability of drugs, alcohol and tobacco on or near school campuses; and

WHEREAS, the District recognized the peripheral influences outside Ellensburg High School and Morgan Middle School are neither conducive to safety nor to a positive learning environment; and

WHEREAS, the District wants to have a visible police presence on or near its campuses and have restraining powers quickly available for dangerous situations involving students and for the "Enhancement of School Security related to Substance Abuse" during the 2009-2010 school year; and

WHEREAS, the District wishes to have professionally-trained Reserve Officers on its school campuses to satisfy the various goals set for above, as well as to perform various security functions; and

WHEREAS, the City maintains a professionally-trained Law Enforcement Agency, composed of both full-paid and Reserve Officers; and

WHEREAS, the District and City recognize that their common goals could be achieved through cooperative efforts; and

WHEREAS, RCW 39.34.030, part of the state interlocal cooperation act, authorizes any two or more public agencies to enter into agreements with one another for joint or cooperative action; now, therefore,

It is hereby AGREED TO by the parties as follows:

1. Purpose. The purpose of this agreement is to enable the City to provide, and the District to receive, Reserve Officers to provide security services to the District, and to enable the City to assist in the supervision of such Reserve Officers.
2. Term. This agreement is for a one-year period covering the 2009-2010 school year. The agreement may be cancelled, however, at any time by either party after giving thirty (30) day written notice to the other party and is subject to Reserve Officer Availability for staffing needs.
3. Services to be provided. The District, working with the City, will clearly define the duties to be performed by the Reserve Officers for the District.

The City will provide the District with Reserve Officers who wish to perform security services for the District. The District will screen the applicants and use those who meet District standards.

School site administrators will train the Reserve Officers the District selects in the policies and procedures of the District and, through working with the Police Department's School Resource Officer (SRO), supervise the Reserve Officers' performance under this agreement. The Reserve Officer(s) will follow and conform to all District policies and procedures that do not conflict with the policies and procedures of the Ellensburg Police Department or applicable local, state and federal laws.

4. Employees. For purposes of this agreement, all Reserve Officers performing services hereunder shall be employees of the City and not the District, and they will be commissioned Reserve Officers.

Reimbursement to the City shall be at the rate of \$15.00 per hour of service upon billing to Ellensburg School District.

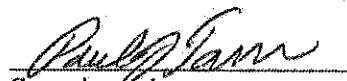
5. Administration of agreement. Each party shall designate an official responsible for the implementation and administration of this agreement. In the case of the City, that official shall be the Chief of Police or his designee. In the case of the District, that official shall be the Superintendent of Schools or his designee. These officials shall meet from time to time as they deem necessary to discuss the agreement, the performance thereunder and other relevant matters.

6. Indemnification and Hold Harmless. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

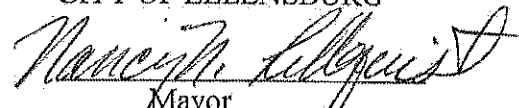
7. Amendment. This agreement may be amended through mutual agreement of the parties. Any changes agreed to by the parties must be set out in writing and shall be effective only after a written document is prepared and signed by the authorized representatives of the parties.

AGREED TO this 9th day of NOVEMBER, 2009.

FOR ELLENSBURG SCHOOL DISTRICT NO. 401


Superintendent

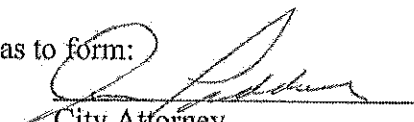
CITY OF ELLENSBURG


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

**Amendment to Interlocal Agreement Between the City of Ellensburg and
Ellensburg School District For School Resource and Reserve Officer Services**

That certain Agreement relating to the provision of School Resource Officer and Reserve Officer services (the “Agreement”) entered into the 10th day of December, 2008, and amended on March 4, 2013 and August 20, 2018, by and between the City of Ellensburg (“City”) and Ellensburg School District 401 (“District”), is hereby amended as follows:

1. Section 13 (Duration and Termination) is extended five years covering the 2023-2024, 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years. Either party may terminate this Agreement at any time by giving the other party written notice of termination at least ninety (90) days prior to the date of such termination.

2. All provisions of the parties’ Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

AGREED TO this ____ day of July, 2023.

FOR ELLENSBURG SCHOOL
DISTRICT NO. 401

Superintendent

CITY OF ELLENSBURG

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Adjust the

**Amendment to Interlocal Agreement Between the City of Ellensburg and
Ellensburg School District No. 401 Regarding Use of Reserve Officers**

That certain Agreement relating to the provision of reserve officer security services (the “Agreement”) entered into the 9th day of November, 2009, and amended on July 5, 2011 and March 4, 2013, by and between the City of Ellensburg (“City ”) and Ellensburg School District 401 (“District”), is hereby further amended as follows:

1. Section 2 (Term), and the July 5, 2011, March 4, 2013 and August 20, 2018 amendments, is extended five years covering the 2023-2024, 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years. The Agreement may be cancelled, however, at any time by either party after giving thirty (30) day written notice to the other party and is subject to Reserve Officer Availability for staffing needs.

2. Section 4 (Employees) is amended to add the following: Reimbursement to the City shall be at the rate equal to the current Washington State minimum wage per hour of service upon billing to the Ellensburg School District.

3. All provisions of the parties’ Agreement not herein amended shall remain in full force and effect until said Agreement shall terminate.

AGREED TO this ____day of July, 2023.

FOR ELLENSBURG SCHOOL
DISTRICT NO. 401

Superintendent

CITY OF ELLENSBURG

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance – Bid Call No. 2022-04 - 2022 Residential Sidewalk Repair Program
Submitted by: Josh Mattson
Department: Public Works & Utilities

Suggested Motion/Action:

Move to accept bid call 2022-04 as complete and approve the supplemental budget appropriations in the Sidewalk Budget.

Background/Summary:

Work on the 2022 Residential Sidewalk Repair Program has now been completed. Council is now being requested to accept bid call 2022-04 as complete.

The project consisted of six separate schedules “A” through “F”:

- Bid schedule “A” was for planned general sidewalk repair, including the replacement/upgrades of ADA ramps.
- Bid schedule “B” consists of improvements on Capitol Ave. between Sprague Street and Anderson Street, including the installation of new curb/gutter, sidewalks, ADA ramps and driveways.
- Bid schedule “C” consists of improvements associated with the south side of 6th Ave., north of City Hall, between Sprague Street and Anderson Street. This work involves the installation of new curb/gutter, brick paver sidewalks, ADA ramps, a new electric vehicle charging station for City fleet vehicles at the City Hall parking lot and new expanded, diagonal parking on 6th Street.
- Bid Schedule “D” consists of improvements on the east side of Alder Street between Capitol Ave. and 1st Ave. to install a new sidewalk and ADA ramps.
- Bid schedules “E” & “F” established unit prices for all City departments to utilize throughout 2022 for on-call curb and sidewalk repairs required by their respective operations.

Previous Council Action:

Council awarded Bid Call 2022-04 at its April 18, 2022 regular meeting.

Analysis:

The original contract bid amount for the project was \$546,098.80, and the final project cost was \$570,703.24. This extra cost is a result of work needed on Schedules A thru D for minor

widening of the construction limits, and a substantially larger than anticipated amount of utility department repairs for Schedules E and F.

Financial Impact:

Supplemental authority is needed in 2023 Sidewalk Fund budget of \$24,604.44 to accommodate the additional work.

Budget Adjustment: Yes

Attachments:

None



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Department of Natural Resources 2023 Community Forestry Assistance Grant Agreement
Submitted by: Erin McGowan, Stormwater/Horticulturist
Department: Public Works & Utilities

Suggested Motion/Action:

Move to authorize the City Manager to sign the 2023 Community Forestry Assistant Grant Agreement and the necessary budget expenditures.

Background/Summary:

The City of Ellensburg was awarded the 2023 Washington Community Forestry Assistance Grant. The grant will fund a Street Tree Re-Inventory and Urban Tree Canopy (UTC) Assessment project that will complete a comprehensive re-inventory of the trees in the City right-of-way, acquire a 3-year subscription to a tree canopy software, and prepare a UTC assessment report. The final inventory map and tree canopy software will be published on the City's website for public use.

Previous Council Action:

No previous Council action.

Analysis:

City staff worked with the DNR to complete the Grant Agreement that is now before Council. The agreement outlines specific project requirements, goals, and reporting requirements that the City is required to complete as part of these grant funds. The attached Agreement is shown as draft, and if approved, will be signed in a substantially similar form. The Street Tree Re-Inventory and the UTC Assessment will be completed as two separate projects. City staff is currently accepting Consultant proposals for the Street Tree Re-Inventory and will be advertising a Request for Proposals for the UTC Assessment as early as July 6, 2023. The period of performance under this grant will be from the date executed through April 20, 2024.

Financial Impact:

Staff requests a supplemental budget amendment from Council for the \$40,000 grant revenue from the DNR, as well as the offsetting \$40,000 expenditure for the matching funds. Addendum A outlines the distribution of the matching funds.

Budget Adjustment: Yes

Attachments:

1. DNR Community Forestry Assistance Grant Agreement

2. Addendum A - Expense Breakdown



GRANT AGREEMENT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-105540

PI: 244, OKF

Funding Source: Federal

Grant Funded: ☒ Yes ☐ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method (Select one): ☒ Solicitation (RFA 23-39),

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "AGENCY/DNR", and the below named firm, hereinafter referred to as "GRANTEE."

City of Ellensburg

501 N. Anderson St.

Ellensburg, WA 98926

Phone: 509-962-7237

Email: mcgowane@ci.ellensburg.wa.us

WA State UBI Number: 192-000-016

Federal Taxpayer Identification Number: 91-6001245

Statewide Vendor # (SWV): SWV0008367

1. PURPOSE

The intent of the 2023 Community Forestry Assistance grant program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with

trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this grant agreement is to conduct an inventory of trees throughout the city as well as an analysis of urban tree canopy with a report to be furnished by a consultant.

2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the GRANTEE, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work. The GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work.

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

- C. The GRANTEE shall produce the following written reports by the dates indicated below.
 - Midterm Report: December 29, 2023
 - Final Report: May 31, 2024

The GRANTEE must fill out a report template that includes the following information:

- Summary of the project status
- Achievements or setbacks (if any) to date
- Progress by activity, task, and deliverable
- Line item report of expenditures from the grant funding

The final report must be submitted with the final invoice at the conclusion of the project. The final report must include the following information in addition to the report template:

- Activities undertaken,
- Barriers and lessons learned,
- Any maps and other relevant graphics related to the deliverables,
- Outcomes achieved,
- Minimum Match Requirements Report (page 3, AWARD), and
- 400-500 word article telling the story of the project including references to DNR (and the USDA Forest Service if federally funded), local project partners, location, purpose, and outcomes as well as two high quality images

3. PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution through April 20, 2024 unless terminated sooner as provided herein. Amendments to extend the period of performance are not allowed.

4. AWARD

The total grant award payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed Forty Thousand Dollars (\$40,000). GRANTEE's compensation for services rendered shall be based on Exhibit C – Budget.

Unless otherwise determined, funding for this agreement is provided by the USDA Forest Service 2019 Consolidated Payment Grant, Grant No: 2019-DG-11062765-729; DNR Program Index 244, Project Code OKF.

Minimum Match Requirements Report

The minimum required amount of matching dollars for this grant award is \$30,000.

The GRANTEE must provide a report recording the source and amount of matching dollars (e.g. grantee, in-kind, donated cash match) that equals, or exceeds, the match requirement. This record must be submitted along with the Final Grant Report. The GRANTEE must also provide a list of any deliverables associated with the recorded match as well as a copy of created materials or data, if applicable. DNR reserves the right to withhold payment of the final invoice until the GRANTEE provides both the match record, and evidence of associated deliverables.

5. BILLING PROCEDURES

DNR will pay GRANTEE upon satisfactory acceptance of each fully completed activity and affiliated tasks outlined in the scope of work documented by associated deliverables as approved by the DNR Grant Manager. Invoices may only be submitted to the DNR Grant Manager along with the midterm report and final report. Invoices and the required supporting documentation must be submitted as one PDF document.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Agreement number 93-105540
2. Invoice date
3. Organization name and contact information
4. Primary contact phone number and email address
5. Narrative description of the work performed towards completing the activities, tasks, and deliverables
6. Detail of the expenses being billed for each activity and task
 - a. The detail format must reflect Exhibit B, Scope of Work; include the task and deliverable descriptions, and the amount
7. Supporting documentation for all expenses being billed
8. Total invoice amount

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

Payment will be made by check, warrant, or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

Special Budget Provisions

Transfer of funds between line items is allowed and shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Grant Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, this is subject to justification and a contract amendment.

Fiscal Year Closures

Under fiscal year closing procedures, the GRANTEE must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 14 of a given year. If DNR does not receive invoices and bills by July 14 of the year of the closing biennium, a considerable delay in payment may result.

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

Final payment will be withheld until satisfactory acceptance of the final report (page 2, SCOPE OF WORK) and Minimum Match Requirements Report (page 3, AWARD).

6. OUTREACH AND PRINTED MATERIALS

All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

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

USDA Equal Opportunity statement must be included in all publications: *“The USDA is an equal opportunity provider and employer.”*

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

7. GRANT MANAGEMENT

The Grant Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

GRANTEE Grant Manager Information	AGENCY Grant Manager Information
Michael Jenkins City of Ellensburg 501 N. Anderson St. Ellensburg, WA 98926 <i>Phone:</i> 509-962-7234 <i>Email address:</i> jenkinsm@ci.ellensburg.wa.gov	Sajjadullah Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> 360-915-3944 <i>Email address:</i> sajjadullah.alokozai@dnr.wa.gov
GRANTEE Project Manager Information	AGENCY Project Manager Information
Erin McGowan City of Ellensburg 501 N. Anderson St. Ellensburg, WA 98926 <i>Phone:</i> 509-962-7237 <i>Email address:</i> mcgowane@ci.ellensburg.wa.us	Ben Thompson Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> 360-485-8651 <i>Email address:</i> ben.thompson@dnr.wa.gov

8. INSURANCE

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

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

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

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

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: GRANTEE shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent GRANTEEs, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

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

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

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

ADDITIONAL PROVISIONS:

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

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

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

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

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

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

9. ASSURANCES

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

10. ORDER OF PRECEDENCE

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

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

9. ENTIRE AGREEMENT

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

10. CONFORMANCE

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

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

2. ADVANCE PAYMENTS PROHIBITED

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

3. AMENDMENTS

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

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

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

5. ANTITRUST

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

6. ASSIGNMENT

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

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

agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

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

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST

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

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

11. COPYRIGHT PROVISIONS

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

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs,

films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

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

13. DEFAULT

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

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the contract.

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

15. DEFINITIONS

Definitions for the purposes of this solicitation include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

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

APPARENT SUCCESSFUL CONTRACTOR – Bidder whose bid, quotation and/or proposal provides the best value in meeting AGENCY needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BID, QUOTATION and/or PROPOSAL – a formal offer, submitted by an individual or entity, in response to a solicitation issued for goods or services by the Agency.

BIDDER – an individual or entity who submits a bid, quotation and/or proposal in response to a solicitation issued for goods or services by the Agency.

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

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

CONTRACT – an agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

CONTRACTOR – an individual or entity whose bid, quotation and/or proposal has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

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

GOODS – products, materials, supplies, or equipment provided by a Contractor.

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

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

SOLICITATION – a documented formal process providing an equal and open opportunity to BIDDERS and culminating in a selection based on predetermined criteria.

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

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

WEBS – Washington's Electronic Business Solution System.

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

16. DISALLOWED COSTS

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

17. DISPUTES

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

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the Contractor's name, address, and contract number; and

- Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
- 2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
- 3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
- 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

18. DUPLICATE PAYMENT

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

19. ENVIRONMENTAL CONSIDERATIONS

ELECTRONIC PRODUCTS

The State of Washington encourages the purchase of products that meet environmental performance standards relating to the reduction and elimination of hazardous materials. The database of all products that currently meet EPEAT criteria are viewable at www.greenelectronicscouncil.org. Only products listed as Active in the online EPEAT Registry are considered to have met the EPEAT criteria.

Contractor represents and warrants that, during the term of this contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.265 and Washington State Procurement Policy POL-DES-265-00, such product(s) shall have achieved EPEAT Silver or Gold registration that enabled Contractor to be awarded such preference.

NON-HYDROFLUOROCARBONS (HFCs)

Hydrofluorocarbons (HFCs) contribute to climate change and so have an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurement of goods is trying to minimize the purchase of products that contain HFCs or contain HFCs with a comparatively low global warming potential and to incentivize its vendors to sell products without HFCs.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.310 and Washington State Procurement Policy DES-POL-310-00, such product(s) shall meet or have less than the HFC level(s) that enabled Contractor to be awarded such preference.

NON-MERCURY ADDED PRODUCTS

Mercury has an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods is trying to minimize the purchase of products with mercury and to incentivize its vendors to sell products without mercury.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 70.95M.060 and Washington State Procurement Policy DES-POL-70.95M.060-00, such product(s) shall meet or have less than the lowest amount of mercury that enabled Contractor to be awarded such preference.

POLYCHLORINATED BIPHENYLS (PCBs)

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products in packaging without them.

Contractor represents and warrants that, during the term of this contract, for any product(s) and/or product packaging for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.280 and Washington State Procurement Policy POL-DES-280-00, such product(s) and/or packaging shall meet or exceed the testing limitations that enabled Contractor to be awarded such preference.

RECYCLED CONTENT PRODUCTS

Buying products made from recycled content creates markets for materials collected in residential & business recycling programs. Recycling does not work without end-markets. In addition buying recycled products supports the development of green technologies, creates jobs and strengthens the local economy, and promotes and supports a more sustainable lifestyle. When manufacturers use recycled material vs. virgin materials to make new products, air and water pollution is reduced, natural resources are conserved, energy is saved, less water is used, and emissions of greenhouse gases that contribute to global climate change are reduced. Accordingly, the State of Washington through its procurements of goods is trying to maximize the purchase of products made from recycled content and to incentivize its vendors to sell products and products in packaging made with recycled content.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.255 and Washington State Procurement Policy POL-DES-255-00, such product(s) shall exceed the minimum post-consumer or total recycled content that enabled Contractor to be awarded such preference.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under law, to a prevailing party, reasonable attorneys' fees and costs.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

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

21. FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract. If this contract is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit D – Federal Grant Terms and Conditions.

22. GOVERNING LAW

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

23. HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-037 Harassment Prevention:

https://www.dnr.wa.gov/publications/em_PO01-037_harassment_prevention.pdf.

24. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

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

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

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

25. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

26. INDUSTRIAL INSURANCE COVERAGE

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

27. INTERGRATION

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

28. LICENSING, ACCREDITATION AND REGISTRATION

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

29. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

31. NONDISCRIMINATION

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

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

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

33. PUBLICITY

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

34. RECORDS MAINTENANCE

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

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

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

35. REGISTRATION WITH DEPARTMENT OF REVENUE

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

36. REMEDIES:

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

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

37. RIGHT OF INSPECTION

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

38. SAVINGS

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

39. SEVERABILITY

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

40. SITE SECURITY

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

41. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties. This clause

does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

42. TAXES

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

43. TERMINATION FOR CAUSE

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

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

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

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

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for

payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

45. TERMINATION PROCEDURES

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

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

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

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

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

6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

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

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

48. WAIVER

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

49. WARRANTIES

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

EXHIBIT B

SCOPE OF WORK

Costs per task are best estimates based on the Grantee's application; transfer of funds between tasks is allowable with written approval from DNR Project Manager

Activity 1: Tree Inventory A consultant will collect tree inventory data throughout the city			
Task	Deliverable	Completion Date	Estimated Cost
1A. Consultant collects tree inventory data	Copy of collected data as a GIS shapefile or .csv file format	April 20, 2024	\$25,250
Activity 1 Total			\$25,250

Activity 2 Urban Tree Canopy Assessment and Report A consultant will analyze land cover data to determine urban tree canopy coverage and furnish a report. The city will purchase urban tree canopy software			
Task	Deliverable	Completion Date	Estimated Cost
2A. Consultant analyzes tree canopy data and submits a report to the city	.pdf copy of consultant report	April 20, 2024	\$7,000
2B. Purchase urban tree canopy software	Deliverable is considered complete once DNR receives a letter or email indicating that the City of Ellensburg has access to software with login credentials or instructions to establish login credentials.	April 20, 2024	\$7,750
Activity 2 Total			\$14,750

EXHIBIT C

BUDGET

The total budget is **\$40,000**. See the Scope of Work for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	0	0	0	\$25,250	\$25,250
Activity 2	0	0	\$7,750	\$7,000	\$14,750
Total			\$7,750	\$32,250	\$40,000

Table 2. Cost by Line Item

Personnel and Benefits	
N/A	0
Travel	
N/A	0
Supplies	
Urban Tree Canopy Software City will purchase software that helps to view and analyze tree canopy data (Task 2B)	\$7,750
Contractual	
A contractor with experience in urban tree inventory A contractor will collect point-based inventory data on urban trees throughout the city (Task 1A)	\$25,250
A contractor with experience in urban tree canopy analysis A contractor will assess and analyze urban tree canopy data and provide a report (Task 2A)	\$7,000
Total	\$40,000

EXHIBIT D – FEDERAL GRANT TERMS AND CONDITIONS

Award Number: 19-DG-11062765-729

OMB 0596-0217
Expiration Date: 11/30/2017
Rev. (12-13)

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, WDNR may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to WDNR for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by WDNR or any third party.
- C. NOTICES. Any notice given by the Forest Service or WDNR will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To WDNR, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. WDNR shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for WDNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify WDNR when permission is granted.
- F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- G. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

H. DRUG-FREE WORKPLACE.

- 1. WDNR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions WDNR will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify WDNR in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. WDNR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4. WDNR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after WDNR learns of the conviction.
- 5. Within 30 calendar days of learning about an employee's conviction, WDNR must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
 - 1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 - 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

- b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- J. ELIGIBLE WORKERS. WDNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). WDNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- K. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.
- L. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.
- In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.
- WDNR shall submit annual performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with WDNR's final payment request, or separately, but not later than 90 days from the expiration date of the award.
- M. NOTIFICATION. WDNR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of WDNR's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- Q. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. WDNR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- R. COPYRIGHTING. WDNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.
- No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards, sub-awards or subcontracts.
- This provision includes:
- The copyright in any work developed by WDNR under this award.
 - Any right of copyright to which WDNR purchase(s) ownership with any federal contributions.
- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WDNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

- T. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to WDNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- U. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.

- V. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish WDNR a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, WDNR appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, AQM, WDNR shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final.

5. The final decision by the Director, AQM does not preclude WDNR from pursuing remedies available under the law.

- W. DEBARMENT AND SUSPENSION. WDNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WDNR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- X. INTERNATIONAL TRAVEL. When Forest Service funds are used, and no Federal, statutory exceptions apply, WDNR shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).

ADDENDUM A: PROJECT COST BREAKDOWN

EXPENSE	Grant Funds	Applicant Match	TOTAL PER EXPENSE
Activity 1: Street Tree Re-Inventory			
Task 1.1 – Data Collection			
Consultant Collected Data <i>Deliverable 1.1(a) – Provide Inventory Data</i>	25,250	19,000	44,250
Staff Collected Data		3,750	3,750
Task 1.2 – Tree Inventory/Assessment Report (Budget Permitting)			
Consultant Writes & Submits Inventory Report <i>Deliverable 2.1(a) – Provide Inventory Report</i>		7,000	7,000
Activity 2: UTC Assessment & Assessment Report			
Task 2.1 – UTC Assessment Report			
Consultant Writes & Submits UTC Report <i>Deliverable 2.1(a) – Provide UTC Assessment Report</i>	7,000	6,000	13,000
Task 2.2 – 3-Year UTC Software Subscription			
Purchase UTC Software <i>Deliverable 2.2(a) – Proof of Purchase</i>	7,750	4,250	12,000
TOTAL PER FUND CATEGORY	40,000	40,000	80,000



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award - Bid Call 2023-09 - Ruby Street from E Manitoba Ave to E 5th Ave Skim Patch
Submitted by: Josh Mattson
Department: Public Works & Utilities

Suggested Motion/Action:

Move to award bid call 2023-09 to Central Paving, LLC, the lowest responsive and responsible bidder, in the amount of \$195,852.

Background/Summary:

Bids were received on Thursday, June 15th, 2023 for the above-mentioned project. Central Paving, LLC was the lowest responsive and responsible bidder in the amount of \$195,852. Council is being requested to award the bid to Central Paving, LLC.

The project includes repairing the roadway where the existing asphalt pavement has failed in 20 locations with excavation below the existing surface, building back the roadway foundation with aggregates and providing an asphalt layer up to existing asphalt grade. The roadway will then be swept clean and overlaid with a skim patch from E. Manitoba Ave to E. 5th Ave, raising the crown of the roadway and tapering back to existing asphalt grade just outside of the parking lane. The roadway will then be fog sealed to add durability to the parking lane. Utilities will be raised to the new finished grade and fresh pavement markings will be installed.

Ruby Street was previously scheduled to be chip sealed in 2023. However, due to the cold winter and frost heave, City Crews were forced to repair the roadway temporarily after the snow melted and the extent of the damage was known. This project will repair the roadway and prepare the surface for chip-sealing by the City Street crew in 2024.

City staff designed, prepared bid specifications, and will provide construction contract administration for this project, Bid Call #2023-09.

Previous Council Action:

N/A

Analysis:

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

- | | |
|---------------------------------|-----------|
| • Central Paving, LLC.: | \$195,852 |
| • Granite Construction Company: | \$220,175 |

- | | |
|-----------------------------------|----------------|
| • J.M Pacific Construction, Inc.: | Non Responsive |
| • <i>Engineer's Estimate:</i> | \$222,851 |

J.M. Pacific Construction, Inc. was found nonresponsive due to submitting an incomplete bid package. The low bid submitted by Central Paving, LLC is below the engineer's estimate.

Financial Impact:

The bid for the project is \$195,852. With the bid prices for the Main Street, Wildcat Way and Downtown Slurry Seal project coming in under budget on May 18th, there is adequate funding in the 2023/2024 Biennial Budget to fund this project. The remaining budget of \$306,829.72 in the Arterial Street Fund will be utilized to cover the estimated cost of the Ruby Street Skim Patch.

Budget Adjustment: Yes

Attachments:

None

VOUCHER APPROVAL

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


AUDITING OFFICER

6-28-23
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 **3RD DAY OF JULY 2023**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund

Check #'s	162342	TO	162513	\$	1,264,006.20
EFT #'s	6310	TO	6330	\$	871,260.78

Total Amounts

Treasure Cash

EFT #'S	60		77	\$	469,199.50
---------	-----------	--	-----------	----	------------

Total Amounts

Payroll Fund

Check #'s	96032	TO	96043	\$	15,345.91
Direct Deposits	73762	TO	74004	\$	575,307.88

Total Amounts

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Board and Commission Appointments (Public Comment Opportunity)
Submitted by: Cynthia LaChappelle-Mathis, Executive Assistant
Department: City Manager

Suggested Motion/Action:

Move to approve the appointments of Courtney Garzone to the Affordable Housing Commission, and Casey Mace Firebaugh and Marion Elliot to the Parks and Recreation Commission.

Background/Summary:

There is one vacancy on the Affordable Housing Commission and two vacancies on the Parks and Recreation Commission. The applications for appointment were forwarded to the staff members assigned to the Affordable Housing Commission and Parks and Recreation Commission to process for consideration of the appointments.

Previous Council Action:

Analysis:

As directed by Council, the applicants requesting appointment have completed the preliminary process of attending a meeting and interviewing with a subcommittee of the Commissions. The applications for appointment are attached to the agenda reports. The Affordable Housing Commission is recommending that Courtney Garzone fill their vacancy. The Parks and Recreation Commission is recommending that Casey Mace Firebaugh and Marion Elliot fill their vacancies.

Financial Impact:

Budget Adjustment: No

Attachments:

1. Courtney Garzone Recommendation-Affordable Housing Commission
2. Courtney Garzone Application
3. Marion Elliot and Casey Mace Firebaugh Recommendation-Parks & Rec
4. Marion Elliot Application
5. Casey Mace Firebaugh Application
6. B and C Agenda Report Chart 7-3-2023



TO: City Council
FROM: Affordable Housing Commission
DATE: June 5, 2023 – Council Meeting

RE: Recommendation of Appointment

Courtney Garzone applied for appointment to the Affordable Housing Commission, Courtney is currently a Case Manager- Housing Coordinator and has been a resident of Ellensburg for several years so she would be a valuable asset to the Commission.

The Affordable Housing Commission Subcommittee consisting of Commission Chair Sarah Bedsaul, Commissioner Jordan Rhule, and Community Development Planning Manager, Jeremy Johnston conducted the interview of the applicant for the seat and recommend appointment.

Courtney, if appointed will fill a partial term that expires December 31, 2023. Based on the interview and Courtney's involvement in our local housing, the subcommittee is recommending that the City Council appoint Courtney Garzone to the Affordable Housing Commission.

From: noreply@civicplus.com
Sent: Monday, April 3, 2023 8:22 AM
To: 
Subject: [Ext] Online Form Submittal: Application for Appointment

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 Affordable Housing Commission

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Courtney Garzone

Address

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

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 4 years

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means

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

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

No

Occupation Status and Background:

Case Manager, housing coordinator

Organization Affiliations:

Comprehensive Healthcare

Why are you seeking appointment?

People deserve to have stable and safe housing and since I started working as a housing coordinator, I've become aware of how massive the need for affordable housing is in this community.

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

Environmental Commission

Boards & Commissions

Arts Commission

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



Date: July 3, 2023

To: City Council

From: Parks & Recreation Commission

Subject: Recommendation of Appointment

The Parks & Recreation Commission subcommittee consisting of Ali Brown, Commission Chair, Monica Miller, Council Liaison, and Brad Case, Parks & Recreation Director conducted interviews with six applicants; Casey Mace Firebaugh, Barry Donahue, Christopher Nicolai, Mikhael Burt, Marion Elliot, and Katie Olson for two commission vacancies.

Based on the interviews, Commissioner Brown and Councilmember Miller recommend appointing Casey Mace Firebaugh and Marion Elliot to the Parks & Recreation Commission.

From: noreply@civicplus.com
Sent: Sunday, April 16, 2023 3:57 PM
To:
Subject: [Ext] Online Form Submittal: Applictaion for Appointment

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	Parks and Recreation Commission
Have you attended a meeting for the board or commission you are applying to?	Yes
Name of Applicant:	Marion Elliot
Address	
Mailing Address (If Different)	Field not completed.
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residency in Kittitas County	13 years
Do you live within the city limits?	Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means

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

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

Field not completed.

Occupation Status and Background:

Real Estate Agent, background in international business, German area studies and sustainable community design and development

Organization Affiliations:

Engel & Völkers Real Estate

Why are you seeking appointment?

My kids, my parents and myself all enjoy the parks and facilities in Ellensburg and I am hoping to be a more active community member to help grow and maintain these wonderful resources.

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

Planning Commission

Boards & Commissions

Building Appeals Board

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

From:
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Tuesday, February 28, 2023 3:27:18 PM

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

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

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

Name of Applicant: Casey Mace Firebaugh

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 8 years

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	No
---	----

Occupation Status and Background:	Public Health Professor
-----------------------------------	-------------------------

Organization Affiliations:	Washington State Public Health Association American Public Health Association
----------------------------	--

Why are you seeking appointment?	I would like to contribute to parks and recreation improvements in this community. I believe we are in dire need of 4-season physical activity opportunities for citizens of all ages.
----------------------------------	--

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	Environmental Commission
----------------------	--------------------------

Boards & Commissions	<i>Field not completed.</i>
----------------------	-----------------------------

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

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	3	9	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	4	2	8	5	6	7	6	2	4	7	7	3	5
Current Members Outside City Limits	1	2	0	0	4	0	0	1	3	1	0	0	2	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	1	1	1	1	0	1 (EHS)	0	0	2	2	0	0	2	1 (Tele)
APPLICANTS														
Courtney Garzone	1st													
Casey Mace Firebaugh										1st				
Marion Elliot										1st				



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4917 (Second Reading) - Increase City Manager Purchasing Authority (Public Comment Opportunity)
Submitted by: Ryan Lyyski, Public Works & Utilities Director
Department: Public Works & Utilities

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4917, relating to purchasing authority and amending sections 1.06.040 and 1.06.045 of the Ellensburg City Code.

Background/Summary:

City Code Chapter 1.06 regulates the purchasing authority provided to the City Manager to conduct business on behalf of the City. This routine business includes executing agreements, contracts, and leases as well as having the authority to waive competitive purchasing requirements in limited circumstances.

From time to time, these specific limits have restricted the City from being able to conduct business in the best interest of the City, when decisions need to be made and could not wait until the next available Council meeting for authorization.

Previous Council Action:

Council held first reading of Ordinance 4917 at its June 20, 2023 meeting.

Analysis:

Supply chain delays have been an issue for many years, but became exacerbated during and after the pandemic. Many of the City's suppliers now provide pricing on purchases with short acceptance windows. These short windows can create challenges for the City when the bidder's pricing must be accepted on extremely short notice, sometimes as little as the close of business or within 24 hours. These timeframes do not provide staff with sufficient time to take an agenda item to Council and seek authorization for the purchase. This purchasing issue is not unique to the City of Ellensburg. A recent example was when Council held a special meeting to authorize the purchase of electrical cable for the Light Department. This was an important and opportune purchase that needed Council approval; however, a Special Meeting of the City Council was required.

Expanding the City Manager's authority, with specified parameters, will provide efficiency and financial savings for the City. As stated in the proposed ordinance, with the proposed changes, the City Manager will be required to update Council at the next Council meeting that this authority was exercised.

Financial Impact:

Not measurable; however, providing the City Manager additional purchasing authority will lead to savings and efficiency for the City.

Budget Adjustment: No

Attachments:

1. Ordinance 4917- Purchasing Authority

ORDINANCE NO. 4917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO PURCHASING AUTHORITY AND AMENDING SECTIONS 1.06.040 AND 1.06.045 OF THE ELLENSBURG CITY CODE.

WHEREAS, national and worldwide supply chain issues have impacted the City of Ellensburg's ability to routinely acquire necessary products and services in its business; and

WHEREAS, the City utilizes a wide range of trained volunteers to assist with the delivery of city programs and projects and providing department directors the authority to authorize trained volunteers to make purchases on behalf of the City would create efficiencies within the daily operations of City business; and

WHEREAS, many vendors and contractors are now providing stipulations on quotes and bids with very short acceptance timeframes making it impossible for City staff to secure these benefits to the City and its citizens due to City financial policy limitations.

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

Section 1. Section 1.06.040 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4888, is hereby amended to read as follows:

1.06.040 Authority to execute agreements, contracts and leases.

A. The city manager, and, in the absence of the city manager, the assistant city manager or acting city manager, and designees of the city manager, assistant city manager or acting city manager employed in the administrative service of the city, are authorized to execute the following agreements, contracts and leases on behalf of the city of Ellensburg; provided, that sufficient funds required for any appropriations have been budgeted by the council and there is adherence to the applicable procurement requirements of external funding sources:

1. Purchases and sales that do not exceed \$75,500. The city manager may delegate this authority to department directors for contracts under which the city's liability does not exceed \$25,000. Department directors may delegate this authority to other employees of their department for contracts under which the city's liability does not exceed \$10,000;

2. Agreements and contracts which have an annual value up to \$75,500, and amendments thereto which do not increase the annual value of such agreement or contract beyond an aggregate amount of \$75,500. The city manager may delegate this authority to department directors for agreements and contracts under which the city's liability does not exceed \$25,000. Department directors may delegate this authority to other employees of their department for contracts under which the city's liability does not exceed \$10,000;

3. Leases that do not exceed one year in length and do not exceed \$75,500 in value;
4. Agreements and contracts with the city's designated public depositaries;
5. Agreements, contracts and leases awarded by the council at any regular or special meeting of the council;
6. Any other agreements, contracts and leases authorized by the council by ordinance, resolution, or motion;
7. Amendments to agreements, contracts and leases awarded or authorized by the council; provided, that the aggregate value of all amendments to any agreement, contract or lease may not exceed \$75,500 or 10 percent of the original contract amount, whichever is greater, unless otherwise authorized by the council;
8. Amendments to agreements, contracts and leases awarded or authorized by the council that do not materially alter such agreement, contract or lease, and do not increase the financial obligation of the city beyond the total amount authorized by the council in its award, ordinance, resolution or motion; and
9. Emergency purchases, contracts and leases awarded without competitive bidding due to an emergency as authorized in ECC 1.06.045(A).
10. Agreements, contracts, or leases, to procure supplies, materials, or equipment, in excess of \$75,500 where, due to market or supply chain conditions outside of the City's control, obtaining purchase authority at the next regularly scheduled city council meeting will increase cost, impact the ability to serve customers/serve community needs, or restrict the ability to secure the supplies, materials or equipment due to limited availability. When this specific authority is exercised, the city manager shall report the expenditure at the next city council meeting.

B. Agreements, contracts, and leases executed on behalf of the city shall be filed with the office of the city clerk and open to public inspection in the manner provided by law subject to exceptions, prohibitions, and exemptions therein provided. The city manager shall regularly report to the council all agreements, contracts and leases he or she executes on behalf of the city. [Ord. 4888 § 1, 2022; Ord. 4835 § 1, 2019; Ord. 4804 § 13, 2018.]

Section 2. Section 1.06.045 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4888, is hereby amended to read as follows:

1.06.045 Authority to waive competitive purchasing requirements.

A. Emergency Waiver of Competitive Bidding Requirements.

1. In the event of an emergency, as defined in RCW 39.04.280, as currently enacted or hereinafter amended, the city manager, and, in the absence of the city manager, the assistant city

manager or acting city manager, or their designees, may issue a declaration of emergency for the purposes of expediently addressing the emergency.

2. A declaration of emergency must recite the facts constituting the emergency. As part of the declaration, or by separate order, the city manager may issue a waiver of the public advertising and competitive procurement requirements of state law and city policy for purchases of personal property, services, and public works.

3. The declaration or separate order must be distributed to the council within 24 hours, and any contract awarded without competitive bidding due to an emergency must be duly entered of record with the city clerk within two weeks, and reported to council at the next city council meeting following the award of the contract.

B. Nonemergency Waiver of Competitive Bidding and Purchasing Requirements.

1. The city manager is authorized to waive competitive bidding requirements when awarding contracts for purchases when only one supplier is capable of delivering the required product or service, as determined through research, and purchases involving special facilities or market conditions.

2. The City Manager is authorized to waive competitive bidding and purchasing requirements established in city policy for purchases, contracts, and leases of supplies, materials, and equipment in situations outside of the City's control where the time implications of waiting until a regularly scheduled Council meeting will increase cost, impact the ability to serve customers/serve community needs, or restrict the ability to secure materials due to limited availability.

2.3. Any contract awarded with a waiver of competitive purchasing requirements in this subsection (B) must be reported to council at the next city council meeting following the award of the contract. Immediately after the award of the contract, the contract and the factual basis for the exception must be recorded with the city clerk and open to public inspection. [Ord. 4888 § 2, 2022.]

Section 3. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

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

Section 5. 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 3rd day of July, 2023.

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. 4917 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4917 was published as required by law.

BETH LEADER



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4918 (Second Reading) Adding Chapter 5.22
(Compost Procurement Policy) to the Ellensburg City Code
(Public Comment Opportunity)

Submitted by: Derek Mayo, Engineering Manager

Department: Public Works & Utilities

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4918 adding Section 5.22 to the Ellensburg City Code.

Background/Summary:

In March of 2022, House Bill (HB) 1799 was signed into law. This bill requires that all cities with a population over 25,000 or those cities with fewer than 25,000 that provide organic material collection services, must adopt a compost procurement ordinance as outlined in RCW 43.19A.120. The City of Ellensburg currently contracts with Waste Management and they do provide an organic materials collection service.

Previous Council Action:

Council approved first reading of this Ordinance at its June 20, 2023 regular meeting.

Analysis:

As required by HB 1799, staff prepared the attached Ordinance for Council consideration. Staff reviewed the requirements outlined in HB 1799, guidance from MRSC, and other agencies' Compost Procurement Policies in creating this Ordinance. The primary goal of this Ordinance and HB 1799 is to increase the diversion of organic materials going to landfills in order to reduce methane emissions as landfills are a significant source of methane emissions. As more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others in order to support the economic viability of these processes and programs.

Financial Impact:

Fiscal impacts for this item are limited to the commitment of staff time. Staff has committed about 20 hours of time in meeting with the Dept. of Ecology regarding these new requirements and drafting the Ordinance before Council. Staff also anticipates needing to annually dedicate 20 to 30 hours for record keeping and recording.

Budget Adjustment: No

Attachments:

1. Ordinance 4918 - Ch. 5.22 ECC Composting

ORDINANCE NO. 4918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO COMPOST PROCUREMENT AND ADDING A NEW CHAPTER TO THE ELLENSBURG CITY CODE ENTITLED “5.22 COMPOST PROCUREMENT POLICY”

WHEREAS, in March 2022, ESSHB 1799 was signed into Washington law; and

WHEREAS, the primary goal of the law is to increase the diversion of organic materials going to landfills in order to reduce methane emissions as landfills are a significant source of methane emissions; and

WHEREAS, as more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others in order to support the economic viability of these processes and programs; and

WHEREAS, the legislature has found that compost production and use provide significant environmental benefits to our soil and food; and

WHEREAS, ESSHB 1799 requires that all cities such as Ellensburg with a population of 25,000 or fewer in which organic material collection services are provided under chapter 70A.205 RCW must adopt a compost procurement ordinance to implement RCW 43.19A.120;

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

Section 1. A new chapter entitled “5.22 Compost Procurement Policy” is hereby added to Title 5 of the Ellensburg City Code to read as follows:

Chapter 5.22 COMPOST PROCUREMENT POLICY

Sections

5.22.020 Purpose.
5.22.040 Definition.
5.22.060 General Policy.
5.22.080 Local Purchasing.
5.22.100 Planning.
5.22.140 Reporting.

5.22.020 Purpose.

The purpose of this chapter is to establish compost procurement requirements to strengthen markets for the increasing the amount of compost generated statewide by requiring local

governments to plan for the use of compost in landscaping projects, construction and post construction soil amendments, and other projects.

5.22.040 Definition.

For the purposes of this chapter, the definitions set forth in RCW 43.19A.010 shall apply unless the context clearly requires otherwise.

5.22.060 General Policy.

When planning government-funded projects or soliciting and reviewing bids for such projects, the city shall consider whether compost products can be utilized in the project. If compost products can be utilized in the project, the City shall use compost products to the extent required by law, including, without limitation, RCW 43.19A.120(2).

5.22.080 Local Purchasing.

A. To the extent required by RCW 43.19A.150(6), the city shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs while meeting quality standards adopted by the department of transportation or adopted by rule by the Department of Ecology.

B. In accordance with RCW 39.30.040(1), the city may allow for the preferential purchase of compost to meet the requirements of RCW 43.19A.120.

5.22.100 Planning.

To the extent required by RCW 43.19A.150(3), the city shall plan for compost use in the following categories:

- (a) Landscaping projects;
- (b) Construction and post construction soil amendments;
- (c) Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
- (d) Low-impact development of green infrastructure to filter pollutants to keep water onsite or both.

This plan will be re-assessed by December 31, 2024, and each December 31st of even-numbered years thereafter as part of the reporting obligations as set forth in RCW 43.19A.150(5).

5.22.120 Reporting.

By December 31, 2024, and each December 31st of even-numbered years thereafter, the City of Ellensburg shall report the following information to the Department of Ecology:

- (a) The total tons of organic material diverted each year;
- (b) The volume and cost of composted materials purchased each year; and
- (c) The source(s) of the finished compost product purchased.

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 3rd day of July, 2023.

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. 4918 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4918 was published as required by law.

BETH LEADER



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4921 (Second Reading) –Traffic Code Revisions
(Public Comment Opportunity)
Submitted by: Josh Mattson
Department: Public Works & Utilities

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4921, updating the City's traffic code.

Background/Summary:

An ordinance is required to revise regulatory signing on the city street system. The proposed Ordinance 4921 reflects parking revision requests from staff due to the Central Business District City Street Slurry Seal project, increased traffic from developments, and increased event traffic at the Kittitas Valley Event Center (KVEC).

The proposed revisions and justifications are as follows:

- Disabled Parking. (ECC 8.22.020):
 - With the Central Business District City Street Slurry Seal capital improvement project this summer, install or revise the following on-street Americans with Disabilities Act (ADA) accessible parking stalls:
 - Add four new ADA parking stalls on Fourth Avenue between Water Street and Ruby Street,
 - Add one new ADA parking stall on Water Street between Third Avenue and Fourth Avenue,
 - Add one new ADA parking stall on Pearl Street between Third Avenue and Fourth Avenue,
 - Add two new ADA parking stalls on Pine Street between Third Avenue and Fifth Avenue,
 - Move two existing ADA parking stalls on Fourth Avenue will be relocated adjacent to existing ADA sidewalk curb ramps.
- All-way stop intersections designation – Procedures Required (ECC 8.36.080):
 - With growth from development on the north side of Ellensburg, revise the intersection of Bender Road/Sanders Road and Airport Road from a two-way stop control intersection to all-way stop control.
 - With increased event traffic at the Kittitas County Event Center (KVEC), revise the intersection of Eighth Avenue and Poplar Street from a two-way stop control intersection to all-way stop control.

- Stopping required at certain cross-streets (ECC 8.36.120):
 - With revision of the intersection of Bender Road/Sanders Road and Airport Road to all-way stop control, remove the following stops required at certain cross-streets:
 - Bender Road at Airport Road
 - Sanders Road at Airport Road

Previous Council Action:

First reading of Ordinance No. 4921 was conducted at the June 20, 2023 regular Council meeting.

Analysis:

Staff has reviewed the proposed parking revision requests to sections 8.22.020, 8.36.080 and 8.36.120 of the ECC and have no objections or concerns to these requests.

Several streets in the Central Business District will be resurfaced with the CBD City Street Slurry Seal capital improvement project this summer. Parking areas will be re-striped after installation of the new surfacing. Additional on-street Americans with Disabilities Act (ADA) accessible parking stalls are needed to meet the International Building Code's current on-street parking standards.

Staff recently performed a traffic control warrant analysis at the intersection of Bender Road/Sanders Road and Airport Road. From this analysis, staff found that the most appropriate control of traffic at this intersection is through a two-way stop configuration with stop signs on Airport Road in the north/south direction. The current stop configuration is with stop signs on Bender Road and Sanders Road in the east/west direction. However, warrants for an all-way stop configuration were nearly met in the analysis and are projected to be fully met with continued growth in the next two years. Switching the east/west stop sign configuration to the new north/south configuration and then adding the east west stop signs in a few years to create an all-way stop configuration is not recommended and may potentially confuse drivers. Instead, staff is recommending the revision to all-way stop control at this time to accommodate increased traffic and limit revisions to the traffic control at the intersection.

Staff is also recommending the revision of the intersection of Eighth Avenue and Poplar Street to all-way stop control. This intersection is currently in a two-way stop configuration with stops on Poplar Street in the north/south direction. With growth in both the frequency and attendance of events at the KVEC, greater control of vehicle movement during high peak flow at the intersection is desired. An all-way stop configuration will also help improve safety for bicycles turning at this intersection on a designated bike route.

Financial Impact:

No Fiscal Impact

Budget Adjustment: No

Attachments:

1. Ordinance 4921 - Traffic Code Revisions

ORDINANCE NO. 4921

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTIONS 8.22.020 8.36.080 AND 8.36.120 OF THE ELLENSBURG CITY CODE.

WHEREAS, City staff is requesting an update to on-street disabled parking in the Central Business District in conjunction with the 2023 Central Business District City Street Slurry Seal project, in compliance with on-street parking standards in the International Building Code; and

WHEREAS, City staff is requesting revision of existing two-way stop control to all-way stop control at the intersections of Eighth Avenue and Poplar St and Bender Road/Sanders Road and Airport Rd;

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

Section 1. Section 8.22.020 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4842, is hereby amended to read as follows:

8.22.020 Disabled parking.

It shall be unlawful for any person, firm or corporation to stand or park any motor vehicle not authorized for the transportation, and so marked, of disabled persons at the following locations:

Street Name	Side	Location
Alder St.	West	From 155 feet to 175 feet south of the centerline of Eleventh Ave.
“B” St.	West	From 590 feet north to 627 feet north of the centerline of Eleventh Ave.
Fifth Ave.	North	From 45 feet west of the centerline of Pine St. to a point 78 feet west of the intersection of Pine St.

Street Name	Side	Location
Fifth Ave.	South	From 25 feet east to 47 feet east of the east right-of-way line of Pearl St.
<u>Fourth Ave.</u>	<u>South</u>	<u>The westernmost space between Water St. and Main St.</u>
Fourth Ave.	North	The easternmost space between Water St. and Main St.
<u>Fourth Ave.</u>	<u>North</u>	<u>The easternmost space between Main St. and Pearl St.</u>
Fourth Ave.	South	The easternmost <u>westernmost</u> space on the west side of the alley between Pearl St. and Pine St.
<u>Fourth Ave.</u>	<u>South</u>	<u>The westernmost space between Pine St. and Ruby St.</u>
Fourth Ave.	South	The first <u>easternmost</u> space east of the alley between Pine St. and Ruby St.
<u>Fourth Ave.</u>	<u>North</u>	<u>The easternmost space between Pine St. and Ruby St.</u>

Street Name	Side	Location
Fourth Ave.	South	From a point 108 feet east of the centerline of Sprague St. to a point 130 feet east of said centerline.
Main St.	East	From 153 feet north to 198 feet north of the centerline of Second Ave.
Main St.	West	From 137 feet south to 168 feet south of the centerline of Sixth Ave.
Main St.	West	The northernmost space located between Fourth Ave. and Fifth Ave.
Nanum St.	West	From a point on the south right-of-way of Sixth Ave. to a point 20 feet south of the south right-of-way of Sixth Ave.
Pearl St.	East	From 192 feet north to 214 feet north of the centerline of Manitoba St.
Pearl St.	West	From 115 feet south to 139 feet south of the centerline of First Ave.
Pearl St.	East	The eleventh and twelfth spaces north of First Ave.

Street Name	Side	Location
<u>Pearl St.</u>	<u>West</u>	<u>The southernmost space between Third Ave. and Fourth Ave.</u>
Pearl St.	East	The southernmost space between Fourth Ave. and Fifth Ave.
Pearl St.	East	From a point 221 feet north to a point 239 feet north of the centerline of Jackson St.
Pine St.	West	From 108 feet south to 130 feet south of the centerline of First Ave.
<u>Pine St.</u>	<u>West</u>	<u>The northernmost space between Third Ave. and Fourth Ave.</u>
Pine St.	West	The northernmost space between Fourth Ave. and Fifth Ave.
<u>Pine St.</u>	<u>East</u>	<u>The northernmost space between Fourth Ave. and Fifth Ave.</u>
Ruby St.	West	From 187 feet north to 210 feet north of the centerline of Second Ave.
Ruby St.	West	From a point 142 feet south of the centerline of Fourth Ave. to a point 160

Street Name	Side	Location
		feet south of the centerline of Fourth Ave.
Sampson St.	East	From 2 feet north to 20 feet south of the centerline of Washington Ave.
Seventh Ave.	South	From 31 feet west of the centerline of Poplar St. to 31 feet east of the centerline of Poplar St.
Sixth Ave.	North	From a point 322 feet east to 358 feet east of the centerline of Chestnut St.
Sixth Ave.	South	The easternmost space between Main St. and Water St.
Sixth Ave.	South	The first space east of the alley between Pine St. and Ruby St.
Third Ave.	North	The westernmost space between Main St. and Pearl St.
Third Ave.	South	From a point 137 feet west of the centerline of Pine St. to a point 160 feet west of the centerline of Pine St.
Third Ave.	South	From 35 feet east of the centerline of Ruby St. to

Street Name	Side	Location
		75 feet east of the centerline of Ruby St.
Third Ave.	South	From 932 feet east of the centerline of Alder St. to 992 feet east of the centerline of Alder St.
Third Ave.	South	From 1,311 feet east of the centerline of Alder St. to 1,339 feet east of the centerline of Alder St.
Third Ave.	South	From 1,509 feet east of the centerline of Alder St. to 1,547 feet east of the centerline of Alder St.
<u>Water St.</u>	<u>West</u>	<u>From 55 feet north of the centerline of Third Ave. to 85 feet north of the centerline of Third Ave.</u>
Water St.	West	From 90 feet north of the centerline of Fourth Ave. to 120 feet north of the centerline of Fourth Ave.

[Ord. 4842 § 5, 2019; Ord. 4742 § 2, 2016; Ord. 4726 § 2, 2016; Ord. 4702 § 2, 2015; Ord. 4670 § 1, 2014; Ord. 4561 § 3, 2010; Ord. 4544 § 3, 2009; Ord. 4522 § 3, 2008; Ord. 4417 § 2, 2005; Ord. 4387, 2004; Ord. 4321, 2002; Ord. 4295, 2001; Ord. 4256, 2000; Ord. 4115, 1997; Ord. 4050 § 1, 1996; Ord. 4036 § 1, 1996; Ord. 4010 § 2, 1995; Ord. 3935 § 1, 1994; Ord. 3858 § 2, 1993; Ord. 3821 § 1, 1992; Ord. 3755 § 1, 1991; Ord. 3732 § 1, 1991.]

Section 2. Section 8.36.080 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4891, is hereby amended to read as follows:

8.36.080 All-way stop intersections designated – Procedures required.

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

Bender Rd./Sanders Rd. and Airport Rd.

Capitol Ave. and Chestnut St.

Capitol Ave. and Pine St.

Capitol Ave. and Ruby St.

Eighteenth Ave. and Alder St.

Eighteenth Ave. and Brook Lane

Eighth Ave. and Poplar St.

Eleventh Ave. and “D” St.

Fifteenth Ave. and Cora St.

Fifth Ave. and Pearl St.

Fifth Ave. and Ruby St.

Fourteenth Ave. and Alder St.

Manitoba Ave. and Pine St.

Radio Road and Vista Road

Spokane St. and Whitman Ave.

Tenth Ave. and “B” St.

Third Ave. and Chestnut St.

Third Ave. and Lincoln St.

Third Ave. and Pearl St.

Third Ave. and Ruby St.

Walnut St. and Dean Nicholson Blvd.

Washington Ave. and Anderson St.

Water St. and Helena Ave.

Water St. and Idaho Ave./Ridgeview Ave.

White Birch Ave. and Chestnut St.

[Ord. 4891 § 4, 2022; Ord. 4854 § 4, 2020; Ord. 4490 § 9, 2007; Ord. 4417 § 4, 2005; Ord. 4219, 1999; Ord. 4135, 1998; Ord. 4063 § 2, 1996; Ord. 3991 § 2, 1995; Ord. 3797 § 2, 1992; Ord. 3752 § 1, 1991; Ord. 3642 § 2, 1988; Ord. 3589 § 2, 1987; Ord. 3515 § 2, 1985; Ord. 3507 § 2, 1985; Ord. 3498 § 2, 1985; Ord. 3488 § 2, 1985; Ord. 3393 § 1, 1983; Ord. 3303 § 2, 1981; Ord. 3252 § 1, 1980; Ord. 3246 § 1, 1980; Ord. 3098 § 3, 1976; Ord. 3078 § 2, 1975.]

Section 3. Section 8.36.120 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4891, is hereby amended to read as follows:

8.36.120 Stopping required at certain cross-streets – Procedures.

Unless otherwise indicated by supplemental regulatory signage, all traffic traveling in the direction indicated and on the street specified shall first come to a complete stop before proceeding into the intersection with the cross-street specified, then enter with due caution and yield the right-of-way to all other traffic entering each such intersection on such designated cross-streets:

Direction		Street
Northbound	on	Abbey Glen Court at Idaho Ave.
Westbound	on	Acacia Lane at Chestnut St.
Westbound	on	Adams St. at Ruby St.

Direction		Street
Southbound	on	Alder St. at Capitol Ave.
Northbound	on	Anderson St. at Capitol Ave.
Southbound	on	Anderson St. at First Ave.
Northbound	on	Anderson St. at University Way
Eastbound	on	Annie Place at Ellington St.
Eastbound	on	Ashford Way at Pfenning Road
Southbound	on	“B” St. at University Way
Southbound	on	“B” St. at Fourteenth Ave.
Eastbound	on	Bender Road at Airport Road
Northbound	on	Benjamin Ln. at Twenty-Sixth Ave.
Westbound	on	Berry Road at Canyon Road
Westbound	on	Bonnie Lane at Brick Road
Westbound	on	Bluegrass Lane at Cora St.
Southbound	on	Brentwood St. at Idaho Ave.
Southbound	on	Brick Road at University Way
Eastbound	on	Bridgeview Lane at Stonebridge St.
Northbound	on	Bridgewood Lane at Bluegrass Lane
Southbound	on	Brook Court at Fifteenth Ave.

Direction		Street
Westbound	on	Brook Lane at Willow St.
Southbound	on	Brooksfield St. at Helena Ave.
Northbound	on	“C” St. at Eleventh Ave.
Southbound	on	“C” St. at University Way
Southbound	on	Canal St. at Bender Road
Eastbound	on	Canterbury Drive at Pfenning Road
Southbound	on	Canterbury Drive at Radio Road
Eastbound	on	Carriage Loop at Alder St.
Southbound	on	Cascade Court at University Way
Northbound	on	Cascade St. at Dolarway Road
Westbound	on	Chason Ave. at Ellington St.
Westbound	on	Cherry Lane at Ruby St.
Southbound	on	Chestnut St. at Eighteenth Ave.
Southbound	on	Clearview Dr. at Old Highway 10
Northbound	on	Clearview Dr. at Creeksedge Way
Northbound	on	Clearview Dr. at Dry Creek Road
Southbound	on	Clearview Dr. at Creeksedge Way
Southbound	on	Cle Elum St. at Fifth Ave.

Direction		Street
Northbound	on	Cle Elum St. at University Way
Eastbound	on	Cliff Ave. at Chestnut St.
Southbound	on	Cobblefield St. at Helena Ave.
Northbound	on	Columbia St. at Bender Road
Northbound	on	Columbia St. at Fifteenth Ave.
Southbound	on	Columbia St. at Greenfield Ave.
Southbound	on	Columbia St. at University Way
Southbound	on	Cora St. at University Way
Eastbound	on	Courtney Court at Ellington St.
Northeastbound	on	Craig Ave. at Alder St.
Southwestbound	on	Craig Ave. at exit of Reed Park
Southbound	on	Cypress Ct. at Hobert Ave.
Southbound	on	Currier St. at University Way
Northbound	on	“D” St. at Eighteenth Ave.
Westbound	on	Dairy Lane at Alder St.
Southbound	on	Dandelion Ln. at Greenfield Ave.
Southbound	on	Delphine St. at Ridgeview Lane
Northbound	on	Dennis St. at Railroad Ave.

Direction		Street
Westbound	on	Dolarway Road at University Way – SR 97 Intersection
Southbound	on	Douglas St. at Mountain View Ave.
Westbound	on	Eighth Ave. at University Way
Eastbound	on	Eleventh Ave. at Alder St.
Westbound	on	Eleventh Ave. at Cora St.
Westbound	on	Eleventh Ave. at Main St.
Eastbound	on	Eleventh Ave. at Water St.
Northbound	on	Ellington St. at Chinook Road
Southbound	on	Ellington St. at Idaho Ave.
Northbound	on	Elliot St. at Fifth Ave.
Southbound	on	Elliot St. at First Ave.
Southbound	on	Enterprise Way at Dolarway Road
Westbound	on	Fifteenth Ave. at Brook Lane
Eastbound	on	Fifteenth Ave. at Wildcat Way
Eastbound	on	First Ave. at Ruby St.
Eastbound	on	First Ave. at Walnut St.
Eastbound	on	Foster Ave. at Pine St.
Westbound	on	Fourteenth Ave. at Pfenning Road

Direction		Street
Westbound	on	Fourth Ave. at Pacific St.
Eastbound	on	Fourth Ave. at Pearl St.
Eastbound	on	Fourth Ave. at Pine St.
Eastbound	on	Fourth Ave. at Railroad Ave.
Westbound	on	Fourth Ave. at Wenas St.
Westbound	on	Franklin St. at Alder St.
Southbound	on	Gail Road at Bender Road
Northbound	on	Glen Drive at 17th Ave.
Westbound	on	Green Parks Drive at Park Lane Ave.
Southbound	on	Green Parks Drive at Regal St.
Westbound	on	Gregory Place at Bull Road
Northbound	on	Gregory Place at Mountain View Ave.
Westbound	on	Heatherstone Ct. at Gail Road
Northbound	on	Hibbs Road at Dolarway Road
Eastbound	on	Hobert Ave. at Pfenning Road
Westbound	on	Hobert Ave. at Whitman St.
Eastbound	on	Hobert Ave. at Willow St.
Eastbound	on	Idaho Ave. at Airport Road

Direction		Street
Eastbound	on	Illinois Ave. at Water St.
Northbound	on	Indiana Drive at Illinois Ave.
Northbound	on	Iowa St. at Illinois Ave.
Southbound	on	Iowa St. at Indiana Drive
Eastbound	on	Indiana Drive at Water St.
Southbound	on	Industrial Way at Umptanum Road
Westbound	on	Jackson Ave. at Main St.
Eastbound	on	Jackson Ave. at Pine St.
Eastbound	on	Joanna Place at Ellington St.
Westbound	on	Juniper Ave. at Chestnut St.
Eastbound	on	King Place at Regal St.
Southbound	on	Kittitas St. at First Ave.
Northbound	on	Kittitas St. at University Way
Westbound	on	Kristen Ave. at Ellington St.
Northbound	on	Lakeshore Way at Umptanum Road
Southbound	on	Lakeshore Way at Opportunity St.
Southbound	on	Landon Ln. at Idaho Ave.
Westbound	on	Lexus Lane at “B” St.

Direction		Street
Northbound	on	Lincoln St. at Fifth Ave.
Southbound	on	Linda Lane at Fourth Ave.
Northbound	on	Locust St. at Capitol Ave.
Southbound	on	Magnolia St. at Kittitas Highway
Northbound	on	Magnolia St. at Seattle Ave.
Northbound	on	Maple St. at Eleventh Ave.
Southbound	on	Maple St. at Mountain View Ave.
Southbound	on	Maple St. at University Way
Southbound	on	McIntosh St. at Idaho Ave.
Northbound	on	Middlecrest Dr. at Creeksedge Way
Southbound	on	Middlecrest Dr. at Sunnyview Ln.
Westbound	on	Midlin Dr. at Dandelion Ln.
Westbound	on	Millstone Loop at Alder St.
Westbound	on	Mountain View Ave. at Industrial Way
Westbound	on	Mt. Adams Court at Water St.
Westbound	on	Mt. Baker Court at Water St.
Westbound	on	Mt. Hood Court at Water St.
Southbound	on	Nanum St. at Fifth Ave.

Direction		Street
Northbound	on	Nanum St. at University Way
Eastbound	on	Nineteenth Ave. at Alder St.
Eastbound	on	Ninth Ave. at “B” St.
Westbound	on	Ninth Ave. at Chestnut St.
Eastbound	on	Ninth Ave. at “D” St.
Eastbound	on	Ninth Ave. at Main St.
Northbound	on	Ohio St. at Illinois St.
Northbound	on	Okanogan St. at Fifteenth Ave.
Southbound	on	Okanogan St. at University Way
Eastbound	on	Old Highway 10 at Reecer Creek Road
Eastbound	on	Olive Lane at Alder St.
Northbound	on	Opportunity St. at Umptanum Road
Northbound	on	Pacific St. at Railroad Ave.
Northbound	on	Park Lane at Helena Ave.
Northbound	on	Pearl St. at Fourth Ave.
Southbound	on	Pearl St. at Mountain View Ave.
Northbound	on	Pearl St. at Third Ave.
Northbound	on	Pearl St. at University Way

Direction		Street
Westbound	on	Peakview Dr. at Middlecrest Dr.
Southbound	on	Peakview Dr. at Clearview Dr.
Southbound	on	Pine St. at Fifth Ave.
Southbound	on	Pine St. at Fourth Ave.
Southbound	on	Pine St. at Mountain View Ave.
Northbound	on	Pine St. at University Way
Eastbound	on	Plumridge Ave. at Pfenning Road
Southbound	on	Poplar St. at Manitoba Ave.
Southbound	on	Poplar St. at Seventh Ave.
Northbound	on	Poplar St. at University Way
Eastbound	on	Sunnyview Ln. at Peakview Dr.
Northbound	on	Sunnyview Ln. at Creeksedge Way
Eastbound	on	Queen Place at Regal St.
Northbound	on	Radio Road at Brick Road
Eastbound	on	Radio Road at Pfenning Road
Eastbound	on	Rainier St. at Cora St.
Northbound	on	Ravenswood Lane at Sixteenth Ave.
Eastbound	on	Ravenswood Lane at Stonebridge St.

Direction		Street
Northbound	on	Regal St. at Helena Ave.
Southbound	on	Regal St. at Park Lane Ave.
Southbound	on	Ruby St. at Canyon Road
Southbound	on	Ruby St. at Umptanum Road
Northbound	on	Ruby St. at University Way
Southbound	on	Sampson St. at Manitoba Ave.
Westbound	on	Sanders Road at Airport Road
Westbound	on	Seattle Ave. at Chestnut St.
Eastbound	on	Second Ave. at Kittitas St.
Westbound	on	Second Ave. at Kittitas St.
Westbound	on	Second Ave. at Lincoln St.
Eastbound	on	Second Ave. at Railroad Ave.
Eastbound	on	Seventh Ave. at Pacific St.
Eastbound	on	Seventh Ave. at Railroad Ave.
Westbound	on	Seventeenth Ave. at “B” St.
Westbound	on	Seventeenth Ave. at Brook Lane
Eastbound	on	Seventeenth Ave. at “D” St.
Northbound	on	Shumard St. at Spokane Ave.

Direction		Street
Southbound	on	Shumard St. at Hobert St.
Eastbound	on	Sixth Ave. at Railroad Ave.
Eastbound	on	Sixth Ave. at Wenas St.
Westbound	on	Sixteenth Ave. at Cora St.
Eastbound	on	Sixteenth Ave. at Stonebridge St.
Eastbound	on	Sixteenth Ave. at Walnut St.
Westbound	on	Skyline Drive at Brick Road
Westbound	on	Spokane Ave. at Magnolia St.
Eastbound	on	Spokane Ave. at Maple St.
Eastbound	on	Spokane Ave. at Willow St.
Northbound	on	Sprague St. at Capitol Ave.
Southbound	on	Sprague St. at Fifth Ave.
Southbound	on	Sprague St. at First Ave.
Northbound	on	Sprague St. at Fourth Ave.
Southbound	on	Sprague St. at Manitoba Ave.
Westbound	on	Stanford Ave. at Ellington St.
Northeastbound	on	Stanford Ave. at Gail Road
Northbound	on	Stonebridge St. at Bluegrass Lane

Direction		Street
Southbound	on	Stonebridge St. at Fifteenth Ave.
Southbound	on	Sycamore at Helena Ave.
Eastbound	on	Tacoma Ave. at Maple St.
Eastbound	on	Tanglewood Ct. at Pfenning Road
Westbound	on	Tenth Ave. at Chestnut St.
Westbound	on	Tenth Ave. at Cora St.
Eastbound	on	Tenth Ave. at “D” St.
Eastbound	on	Tenth Ave. at University Way
Eastbound	on	Third Ave. at Railroad Ave.
Eastbound	on	Third Ave. at Wenas St.
Westbound	on	Third Ave. at Wenas St.
Westbound	on	Thirteenth Ave. at Delphine St.
Eastbound	on	Thirteenth Ave. at Water St.
Southbound	on	Tower St. at Sanders Road
Southbound	on	Trail’s Edge Drive at Illinois St.
Westbound	on	Twelfth Ave. at Main St.
Eastbound	on	Twelfth Ave. at Water St.
Westbound	on	Twenty-Eighth Ave. at Susie Ct.

Direction		Street
Eastbound	on	Twenty-Sixth Ave. at Ellington St.
Westbound	on	Unnamed public right-of-way bordering on the north edge of the Ellensburg Inn short plat at Canyon Road
Southbound	on	Viewridge Court at Mountain View Ave.
Southbound	on	Vista Road at University Way
Eastbound	on	Walnut Circle at Walnut St.
Southbound	on	Walnut St. at Fourteenth Ave.
Eastbound	on	Washington Ave. at Maple St.
Eastbound	on	Washington Ave. at Sampson St.
Westbound	on	Washington Ave. at Walnut St.
Westbound	on	Washington Ave. at Willow St.
Northbound	on	Water St. at Bender Road
Northbound	on	Water St. at Idaho Ave.
Northbound	on	Wenas St. at Third Ave.
Northbound	on	Wenas St. at University Way
Eastbound	on	Wheaton Court at Alder St.
Southbound	on	Whitman St. at Mountain View Ave.
Southbound	on	Willow St. at Brick Road
Northbound	on	Willow St. at Capitol Ave.

Direction		Street
Northwestbound	on	Yale Ct. at Stanford Ave.
Northbound	on	Yellowstone St. at Helena Ave.

[Ord. 4891 § 5, 2022; Ord. 4859 § 3, 2020; Ord. 4842 § 8, 2019; Ord. 4770 § 3, 2017; Ord. 4697 § 3, 2015; Ord. 4677 § 2, 2014; Ord. 4635 § 4, 2013; Ord. 4561 § 4, 2010; Ord. 4522 § 5, 2008; Ord. 4490 § 10, 2007; Ord. 4453 § 4, 2006; Ord. 4432 § 4, 2006; Ord. 4417 § 5, 2005; Ord. 4404, 2005; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4256, 2000; Ord. 4236, 2000; Ord. 4216, 1999; Ord. 4202, 1999; Ord. 4054 § 1, 1996; Ord. 4013 § 1, 1995; Ord. 4009 § 1, 1995; Ord. 3938 § 1, 1994; Ord. 3936 § 1, 1994; Ord. 3928 § 1, 1994; Ord. 3779 § 1, 1992; Ord. 3735 § 1, 1991; Ord. 3719 § 1, 1991; Ord. 3671 § 1, 1990; Ord. 3642 § 3, 1988; Ord. 3557 § 1, 1986; Ord. 3530 § 2, 1986; Ord. 3453 § 1, 1984; Ord. 3393 § 2, 1983; Ord. 3375 § 2, 1982; Ord. 3374 § 1, 1982; Ord. 3303 § 1, 1981; Ord. 3299 § 2, 1981; Ord. 3278 § 2, 1980; Ord. 3137 § 2, 1977; Ord. 3098 § 4, 1976; Ord. 3078 § 3, 1975.]

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

Section 5. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Effective Date. This ordinance 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 3rd day of July, 2023.

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. 4921 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4921 was published as required by law.

BETH LEADER



Meeting Date: July 3, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4922 (First Reading) Updating Chapter 7 - Criminal Code (Public Comment Opportunity)
Submitted by: Aaron Reiman, Assistant City Attorney
Department: City Attorney

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4922, amending Title 7 of the Ellensburg City Code.

Background/Summary:

In its 2021 decision, *State v. Blake*, the Washington State Supreme Court struck down the State's drug possession laws as unconstitutional for failing to require an element of "knowingly" possessing the controlled substance. In replacing the temporary fix that expires this summer, the State Legislature passed Senate Bill (2E2SSB) 5536, which, among other things, makes it a gross misdemeanor to knowingly possess or knowingly use in a public place, prohibited substances (e.g. counterfeit substances and controlled substances).

Prior to *Blake*, possession of most of the prohibited substances was a felony. Accordingly, the City of Ellensburg did not adopt the corresponding statutes relating to crimes associated with those felonies. However, with SB 5536 making possession and use in a public place a gross misdemeanor, the Ellensburg City Code (ECC) needs to be amended to adopt the relevant and applicable statutes.

Additionally, it has been since 2007 since the last update to Title 7 of the City Code. This presents an ideal opportunity to amend Title 7 to incorporate these and other sections of the Criminal Code.

Previous Council Action:

None.

Analysis:

ECC 7.00.010 is being amended to correct the definition of the maximum period of imprisonment for a gross misdemeanor crime. A gross misdemeanor is a crime that is punishable by up to 364 days in jail, a fine of \$5000 or both.

A new ECC 7.04.035 is being created to reflect the changes to the law regarding protection orders. In 2021, the Legislature established a new chapter 7.105 RCW to consolidate and harmonize the laws and provide uniformity in rules and procedures for all protection orders. These protection orders were previously found in RCW chapters 7.90, 7.92, 7.94, 10.14,

26.50 and sections 26.10.115, 74.34.115 through 74.34.163, and 74.34.200.

ECC 7.04.060 and .100 are being amended to reflect the changes brought on by the 2021 legislative updates to protection orders.

ECC 7.04.130 is being updated to reflect the changes to the titles of some of the sections in RCW 69.43; as well as the changes to RCW 69.50 as a result of SB 5536.

Financial Impact:

On average, based on statistics provided by the Ellensburg Police Department, this will result in five additional cases per month. This will result in additional staff time and resources. Additionally, Ellensburg Police Department pays for jail services for suspects, who are jailed pending trial or convicted and serving time at the Kittitas County Corrections Center on matters referred by the City Prosecutor. The financial impacts of these changes will likely not be known until late 2024 and will be incorporated, if needed, into the 2025-26 Biennial Budget planning process.

Budget Adjustment: No

Attachments:

1. Ordinance 4922 (first reading)- ECC Criminal Code Cleanup

ORDINANCE NO. 4922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 7, ADDING A NEW SECTION ENTITLED “7.04.035 CHAPTER 7.105 RCW ENTITLED “CIVIL PROTECTION ORDERS” – ADOPTION BY REFERENCE” AND AMENDING SECTIONS 7.00.010, 7.04.060, 7.04.100 AND 7.04.130 OF THE ELLENSBURG CITY CODE.

WHEREAS, the city of Ellensburg has broad powers to maintain and protect the health, safety and welfare of its citizens; and

WHEREAS, Ellensburg City Code regarding adoption of criminal laws codified in state law has not been updated since 2007 and the State legislature has since made several changes to laws; and

WHEREAS, the City Council has determined that the criminal codes adopted by the City must be updated to reflect the changes to the state statutes;

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

Section 1. Section 7.00.010 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4438, is hereby amended to read as follows:

A. This title shall be known and may be cited as the “Ellensburg criminal code.”

B. As used in this title, “RCW” shall mean the Revised Code of Washington.

C. As used in this title, “ECC” shall mean the Ellensburg City Code.

D. If any chapter, section, subsection, sentence, or provision of this title or its application to any person or circumstance is held invalid, the remainder of this title, or the application of the chapter, section, subsection, sentence, or provision to other persons or circumstances is not affected, and to this end, the chapters, sections, subsections, sentences and provisions of this title are declared to be severable.

E. By adopting Washington State statutes by reference in this title, the city intends to assume jurisdiction over and become the jurisdictional authority for the enforcement and prosecution of misdemeanor and gross misdemeanor crimes committed within the city of Ellensburg. Whenever the word “state” shall appear in any statute adopted by reference in this title, the word “city” shall be substituted therefor; provided, however, the term “city” shall not be substituted for the term “state” in those circumstances that set forth administrative or licensing duties of the state and its subdivisions.

F. Whenever a state statute specifically adopted in this title refers to another state statute not specifically adopted in this title, the statute referred to shall be given the force and effect necessary to enforce the statute specifically adopted in this title.

G. Any state statute that is adopted by reference in this title and which is later amended, repealed, or recodified shall remain in full force and effect until the effective date of the legislative act that repeals, recodifies, or amends the state statute. The amendment or recodification of any state statute adopted by reference in this title shall retain its full force and effect as part of this title subsequent to the effective date of its amendment or recodification.

H. When issuing a citation, information, or complaint for the violation of any section of the RCW adopted by this title, it shall be sufficient for a commissioned officer or prosecutor to cite and refer to the RCW section number.

I. Title, chapter, section and subsection captions are for organizational purposes only and shall not be construed as part of this title.

J. The provisions of this title do not apply to or govern the construction of or punishment of any offense committed prior to the effective date of the ordinance codified in this title or to the construction and application of any defense to a prosecution for such offense. Such an offense shall be construed and punished according to the provisions of the law existing at the time of the commission of the offense in the same manner as if this title had not been enacted.

K. As used in this title, words used in the present tense include the future tense; the masculine includes the feminine and neutral genders; and the singular includes the plural and vice versa.

L. The provisions of this title are intended to create a duty to the public in general and not to create any duty to individuals or to any particular class of individuals. These provisions are not for the protection of any person or class of persons.

M. Unless otherwise provided in this title, violation of any provision of this title shall be punishable by:

1. Gross Misdemeanor. Every person convicted of a gross misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than ~~one year~~ 364 days, or by a fine in an amount fixed by the court of not more than \$5,000, or by both such imprisonment and fine.

2. Misdemeanor. Every person convicted of a misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. [Ord. 4438 § 2, 2006.]

Section 2. A new section entitled “7.04.035 Chapter 7.105 RCW, entitled “Civil Protection Orders” – Adoption by reference” is hereby added to the Ellensburg City Code to read as follows:

7.04.035 Chapter 7.105 RCW. Civil Protection Orders.

For purposes of offenses under this title only, the following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

VIOLATIONS AND ENFORCEMENT

RCW

7.105.450 Enforcement and penalties—Other than antiharassment protection orders and extreme risk protection orders.

7.105.455 Enforcement and penalties—Antiharassment protection orders.

7.105.460 Enforcement and penalties—Extreme risk protection orders—False petitions.

7.105.465 Enforcement and penalties—Knowledge of order.

7.105.470 Enforcement—Prosecutor assistance.

Section 3. Section 7.04.060 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4438, is hereby amended to read as follows:

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

HARASSMENT

RCW

~~10.14.120 Disobedience of order—Penalties.~~

~~10.14.170 Criminal penalty.~~

WARRANTS AND ARRESTS

RCW

10.31.030 Service – How – Warrant not in possession, procedure – Bail.

10.31.040 Officer may break and enter.

10.31.050 Officer may use force.

10.31.060 Arrest by telegraph or teletype.

10.31.100 Arrest without warrant.

DOMESTIC VIOLENCE – OFFICIAL RESPONSE

RCW

10.99.010 Purpose – Intent.

10.99.020 Definitions.

10.99.030 Law enforcement officers – Training, powers, duties – Domestic violence reports.

10.99.040 Duties of court – No-contact order.

10.99.045 Appearances by defendant – No-contact order.

10.99.050 Victim contact – Restriction, prohibition – Violation, penalties – Written order – Procedures – Notice of change.

10.99.055 Enforcement of orders.

10.99.060 Prosecutor's notice to victim – Description of available procedures.

10.99.070 Liability of peace officers.

[Ord. 4438 § 2, 2006.]

Section 4. Section 7.04.100 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4438, is hereby amended to read as follows:

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

DISSOLUTION OF MARRIAGE – LEGAL SEPARATION

RCW

26.09.300 Restraining orders – Notice – Refusal to comply – Arrest – Penalty – Defense – Peace officers, immunity.

~~NONPARENTAL ACTIONS FOR CHILD CUSTODY~~

RCW

~~26.10.220 Restraining orders – Notice – Refusal to comply – Arrest – Penalty – Defense – Peace officers, immunity.~~

UNIFORM PARENTAGE ACT

RCW

~~26.26.138 Restraining order – Knowing violation – Penalty – Law enforcement immunity.~~

MISCELLANEOUS PARENTAGE ACT PROVISIONS

RCW

26.26B.050 Restraining order – Knowing violation – Penalty – Law enforcement immunity.

AGE OF MAJORITY

RCW

26.28.080 Selling or giving tobacco to minor – Belief of representative capacity, no defense – Penalty.

26.28.085 Applying tattoo to a minor – Penalty.

ABUSE OF CHILDREN

RCW

26.44.015 Limitations of chapter.

26.44.020 Definitions.

26.44.030 Reports – Duty and authority to make – Duty of receiving agency – Duty to notify – Case planning and consultation – Penalty for unauthorized exchange of information – Filing dependency petitions – Interviews of children – Records – Risk assessment process.

26.44.040 Reports – Oral, written – Contents.

26.44.060 Immunity from civil or criminal liability – Confidential communications not violated – Actions against state not affected – False report, penalty.

26.44.063 Temporary restraining order or preliminary injunction – Enforcement – Notice of modification or termination of restraining order.

26.44.067 Temporary restraining order or preliminary injunction – Contents – Notice – Noncompliance – Defense – Penalty.

26.44.080 Violation – penalty.

26.44.150 Temporary restraining order restricting visitation for persons accused of sexually or physically abusing a child – Penalty for violating court order.

~~DOMESTIC VIOLENCE PREVENTION~~

~~RCW~~

~~26.50.110 Violation of order—Penalties.~~

~~26.50.140 Peace officers—Immunity.~~

FOREIGN PROTECTION ORDER FULL FAITH AND CREDIT ACT

RCW

26.52.020 Foreign protection orders – Validity.

26.52.050 Peace officer immunity.

26.52.070 Violation of foreign orders – Penalties.

[Ord. 4438 § 2, 2006.]

Section 5. Section 7.04.130 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4463, is hereby amended to read as follows:

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

LEGEND DRUGS – PRESCRIPTION DRUGS

RCW

69.41.010 Definitions.

69.41.030 Sale, delivery, or possession of legend drug without prescription or order prohibited – Exceptions – Penalty.

69.41.050 Labeling requirements – Penalty.

69.41.060 Search and seizure.

69.41.300 Definitions.

69.41.320 Practitioners – Restricted use – Medical records.

69.41.350 Penalties.

PRECURSOR DRUGS

RCW

Ordinance 4922 (First reading) – Chapter 7 ECC Criminal Code Revisions (07-03-23) Page 6 of 10

69.43.010 Report to ~~state board of~~ pharmacy quality assurance commission – List of substances – Modification of list – Identification of purchasers – Report of transactions – Penalties.

69.43.020 Receipt of substance from source outside state – Report – Penalty.

69.43.030 Exemptions.

69.43.035 Suspicious transactions – Report – Penalty.

69.43.040 Reporting form.

69.43.043 Recordkeeping requirements – Penalty.

69.43.048 Reporting and recordkeeping requirements – Submission of computer readable data, copies of federal reports.

69.43.090 Permit to sell, transfer, furnish, or receive substance – Exemptions – Application for permit – Fee – Renewal – Penalty.

69.43.110 Ephedrine, pseudoephedrine, phenylpropanolamine – Sales restrictions – Electronic sales tracking system – Penalty.

69.43.120 Ephedrine, pseudoephedrine, phenylpropanolamine – Possession of more than 15 fifteen grams – Penalty – Exceptions.

69.43.130 Exemptions – Pediatric products – Products exempted by the pharmacy quality assurance commission.

69.43.135 Iodine, methylsulfonylmethane – Sales restrictions – Recording of transaction – Penalty.

UNIFORM CONTROLLED SUBSTANCES ACT

RCW

69.50.101 Definitions.

69.50.102 Drug paraphernalia – Definitions.

69.50.202 Nomenclature.

69.50.204 Schedule I.

69.50.206 Schedule II.

69.50.208 Schedule III.

69.50.210 Schedule IV.

69.50.212 Schedule V.

69.50.401 Prohibited acts: A – Penalties.

69.50.4011 Counterfeit substances – Penalties.

69.50.4013 Possession of controlled substance—Penalty—Possession of useable cannabis, cannabis concentrates, or cannabis-infused products—Delivery.

69.50.4014 Possession of 40 grams or less of ~~marijuana~~ cannabis – Penalty.

69.50.4016 Provisions not applicable to offenses under RCW 69.50.410.

69.50.404 Penalties under other laws.

69.50.407 Conspiracy.

69.50.408 Second or subsequent offenses.

69.50.412 Prohibited acts: E – Penalties.

69.50.4121 Drug paraphernalia – Selling or giving – Penalty.

~~69.50.425 Misdemeanor violations—Minimum imprisonment.~~

69.50.435 Violations committed in or on certain public places or facilities—Additional penalty—Defenses—Construction—Definitions.

69.50.445 Opening package of or consuming cannabis, useable cannabis, cannabis-infused products, or cannabis concentrates in view of general public or public place—Penalty.

69.50.475 Cannabis retail outlets—Sale to persons under the age of twenty-one—Penalty.

69.50.505 Seizure and forfeiture.

69.50.509 Search and seizure of controlled substances.

69.50.560 Controlled purchase programs—Persons under age twenty-one—Violation—Criminal penalty—Exceptions.

~~CONTROLLED SUBSTANCES THERAPEUTIC RESEARCH ACT~~ MEDICAL CANNABIS

RCW

69.51A.005 Purpose and intent.

69.51A.010 Definitions.

~~69.51A.020 Construction of chapter.~~

69.51A.030 Physicians excepted from state's criminal laws. Acts not constituting crimes or unprofessional conduct—Health care professionals not subject to penalties or liabilities.

69.51A.040 Qualifying patients' affirmative defense. Compliance with chapter—Qualifying patients and designated providers not subject to penalties—Law enforcement not subject to liability.

69.51A.043 Failure to enter into the medical cannabis authorization database—Affirmative defense.

69.51A.045 Possession of plants, cannabis concentrates, useable cannabis, or cannabis-infused products exceeding lawful amount—Affirmative defense.

69.51A.050 Medical ~~marijuana~~ cannabis, lawful possession – State not liable.

69.51A.055 Limitations of chapter—Persons under supervision.

69.51A.060 Crimes – Limitations of chapter.

69.51A.070 Addition of medical conditions.

69.51A.260 Housing unit—No more than fifteen plants may be grown or located—Exception—Civil penalties.

[Ord. 4463 § 5, 2007; Ord. 4438 § 2, 2006.]

Section 6. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 7. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. Effective Date. Sections 1 through 4 of this ordinance shall take effect and be in force five (5) days after its passage, approval and publication. Section 5 of this ordinance shall take effect and be in force on August 15, 2023.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of July, 2023.

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. 4922 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4922 was published as required by law.

BETH LEADER



MANAGER'S REPORT

DATE: July 3, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Insurance Settlement for former ERRC Property

The City has received the first of several insurance payments for the damage caused by the fire that destroyed the Ellensburg Racquet and Recreation Center based on a Partial Proof of Loss. Primary coverage of \$1 million is provided the Washington Cities Insurance Authority (WCIA), which was paid to the City in late December (less the City's \$25,000 deductible).

Coverage above the \$1 million primary layer (excess) is provided by a consortium of seven insurance companies, who have adjusted the total loss based on replacement value at \$6,584,032.48. The amount of the Partial Proof of Loss in the amount of \$3,745,029.34 is based on the depreciated value of \$4,745,029.24, less the \$1 million primary coverage. If the planned replacement facility, the Fieldhouse, is completed or at least fully funded and the contract for construction awarded by two years from the fire (which was December 2, 2022), then there would be an additional amount \$1,839,003.14 payable to the City (the difference between the depreciated value and replacement value). A Partial Proof of Loss was executed in June with the seven of the insurance companies providing the excess coverage, and we anticipate receiving all payments from them by later this month.

2. Central Transit Funding Awards

Central Transit received three award letters for the following grants: 2023–2025 Consolidated Operating Grant Program Award - this award is for Central Transit's Fixed Route and ADA Demand Response Operations - \$3,030,000; 2023–2025 Paratransit/Special Needs formula grant distribution - \$8,436.00; and 2023–2025 WSDOT Transit Support formula grant award - \$266,251.00. The three grant agreements will be emailed to finalize each funding opportunity.