

# CITY COUNCIL AGENDA

## February 3, 2025



Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at [ectv2.com](http://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\\_QsC8\\_nvpSbuW862qMB4cig](https://us02web.zoom.us/webinar/register/WN_QsC8_nvpSbuW862qMB4cig)

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

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

### **AMERICANS WITH DISABILITIES ACT**

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

# COUNCIL MEETING

## GUIDELINES FOR PUBLIC PARTICIPATION

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

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

### **SUBMISSION OF WRITTEN COMMENTS**

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

### **PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING**

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

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

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

## **PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS**

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

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

## **CONSENT AGENDA**

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

## **AGENDA ITEMS**

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

## **PUBLIC HEARINGS**

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

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

**CITY OF ELLENSBURG  
CITY COUNCIL AGENDA  
Council Chambers  
501 North Anderson Street  
Ellensburg, WA 98926  
And remotely via Zoom  
Monday, February 3, 2025  
6:00 PM – Study Session  
7:00 PM - Regular Meeting**

**Study Session**

A Fieldhouse Update - Validation Options and Discussion 6

**Pledge of Allegiance**

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

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

2.A National Black History Month 2025 16

**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 January 21, 2025 Regular Meeting 17

5.B Approve Minutes of January 21, 2025 Study Session 21

5.C Acknowledge Minutes of Boards and Commissions 23

5.D Project Acceptance – Bid Call No. 2024-01, 2024 Residential Sidewalk Repair Program 44

5.E Latecomer Agreement for Reimbursement for Water and Sewer Mains installed on the French Plat 46

5.F Approve February 3, 2025 Voucher Listing 59

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

6.A Board and Commission Appointments - Parks & Recreation Commission (Public Comment Opportunity) 60



|            |                                                                                                                                                                                                             |     |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>7.</b>  | <b>Public Comment on Non-agenda Issues</b>                                                                                                                                                                  |     |
| <b>8.</b>  | <b>Business Requiring Public Hearings</b>                                                                                                                                                                   |     |
| 8.A        | Public hearing (legislative) to consider Resolution 2025-02, amending the City's Six-Year Transportation Improvement Plan (TIP) for 2025-2030; revising grant funded projects. (Public Comment Opportunity) | 69  |
| <b>9.</b>  | <b>Introduction and Adoption of Ordinances and Resolutions</b>                                                                                                                                              |     |
| 9.A        | Consider Title 9 Utilities Code Amendments and First Reading of Ordinance 4954 (Public Comment Opportunity)                                                                                                 | 75  |
| 9.B        | First Reading of Ordinance 4955 Implementing City Code Changes for Reorganization of Public Works & Utilities Department into Public Works and Energy Services Departments (Public Comment Opportunity)     | 82  |
| 9.C        | Ordinance 4956 (first reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)                                                                                                       | 266 |
| <b>10.</b> | <b>Unfinished Business</b>                                                                                                                                                                                  |     |
| 10.A       | Transportation Benefit District (TBD) - Continued Discussion on Renewing Funding by Ballot Measure in 2025 (Public Comment Opportunity)                                                                     | 272 |
| <b>11.</b> | <b>New Business</b>                                                                                                                                                                                         |     |
| 11.A       | Award Project Management Services for ERP Software (Public Comment Opportunity)                                                                                                                             | 276 |
| <b>12.</b> | <b>Miscellaneous</b>                                                                                                                                                                                        |     |
| 12.A       | Manager's Report (No Public Comment)                                                                                                                                                                        | 343 |
| 12.B       | Councilmembers' Reports (No Public Comment)                                                                                                                                                                 |     |
| <b>13.</b> | <b>Executive Session</b>                                                                                                                                                                                    |     |
| <b>14.</b> | <b>Adjournment</b>                                                                                                                                                                                          |     |



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Fieldhouse Update - Validation Options and Discussion  
**Submitted by:** Brad Case, Parks & Recreation Director  
**Department:** Parks & Recreation

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**Suggested Motion/Action:**

Provide direction to staff regarding which concept plan for the Fieldhouse Project, if any, should continue through the validation process.

**Background/Summary:**

The purpose of the study session is to provide City Council with an update on the Fieldhouse Project and to get clarification on priorities for staff and the design team to proceed with the validation process and project.

**Previous Council Action:**

To date, City Council has taken multiple actions approving work associated with the Fieldhouse Project moving it forward. The actions and associated project work have included:

- In late 2023, authorizing an agreement with the Helix Design Group to verify project scope, budget and schedule, followed by: work to: reconcile scope, budget and schedule based on the functional program and funding; seek jurisdictional project approvals through permitting; establish a realistic project schedule; research and evaluate/select Alternative Delivery Method; and prepare 30% design documents for the building and site. As a result of the work the Helix Design group performed, the City determined that an Alternative Delivery Method was the preferred approach to building the Fieldhouse, specifically the Progressive Design Build (PDB) approach.
- In early 2024, authorizing an agreement with Thaxton Parkinson PLLC to provide specialized legal counsel to assist with PDB option.
- Authorizing an agreement in the spring of 2024 with the Weneha Group to serve as the City's Owner Advisor on the project.
- In October 2024, authorizing an agreement with Absher/Helix for design build services.

**Analysis:**

Staff and consultant will provide an analysis of the concept plans during the study session presentation.

**Financial Impact:**

This is a discussion item only.

Budget Adjustment: No

**Attachments:**

1. Fieldhouse Option Feb Presentation 2.3.2025

# Ellensburg Fieldhouse Validation Check-in



1

## Tonight's Objective

- ▶ Project Update
- ▶ Review of concept plans and budget
- ▶ Council discussion
- ▶ Council provided direction for project

2

## How We Got Here

- ▶ December 2022, Ellensburg Racquet & Recreation Center Fire
- ▶ October 2023 City hired the Helix Design Group to verify project scope, budget and schedule based on functional program and funding, research and evaluate/select Alternative Delivery Method
- ▶ November 2023 Helix and City met with stakeholders to discuss community wishes
- ▶ Early 2024 City & Helix determined that the progressive design build option was the preference
- ▶ January 2024 City hired Thaxton Parkinson to provide legal counsel to assist with PDB option
- ▶ April 2024 City hired the Weneha Group as our owner advisor on the fieldhouse project

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## Project Update:

- ▶ May 2024 PRC Approval
- ▶ June-August 2024 Procurement of Design/Build Team
- ▶ October 2024 Council Approval to Contract Absher/Helix Team
- ▶ November Conceptual design – It was decided to do concepts with phasing that would represent cash on hand - \$10M - \$25M
- ▶ December – January Design concepts and detailed budgets for concepts.
- ▶ December – Facility market trends report started by Ballard King

| CONCEPT                            | PHASE        | TOTAL BSF         | \$/BSF    | TOTAL COST    |
|------------------------------------|--------------|-------------------|-----------|---------------|
| CONCEPT 1                          | Single Phase | 150,000           | \$ 355.91 | \$ 53,387,221 |
| CONCEPT 1                          | Three Phases | 150,000           | \$ 398.92 | \$ 59,838,101 |
| CONCEPT 1                          | 1st Phase    | 33,900            | \$ 480.03 | \$ 16,273,087 |
| CONCEPT 1                          | 2nd Phase    | 25,400            | \$ 394.02 | \$ 10,008,007 |
| CONCEPT 1                          | 3rd Phase    | 90,700            | \$ 369.98 | \$ 33,557,008 |
| CONCEPT 2                          | Single Phase | 9,980             | \$ 674.52 | \$ 6,731,748  |
| CONCEPT 3                          | Single Phase | 150,000 - 160,000 | \$ 375.15 | \$ 60,023,353 |
| CONCEPT 4 - Early Site Development | Phased       | N/A               | N/A       | N/A           |
| CONCEPT 5                          | Single Phase | 100,000           | \$ 443.00 | \$ 44,499,513 |
| CONCEPT 5A                         | Single Phase | 120,000 - 125,000 | \$ 421.96 | \$ 52,744,738 |
| CONCEPT 6                          | Single Phase | 75,000            | \$ 468.03 | \$ 35,100,044 |
| CONCEPT 7A                         | Single Phase | 50,000            | \$ 400.46 | \$ 20,022,841 |
| CONCEPT 7B                         | Single Phase | 50,000            | \$ 440.00 | \$ 22,000,000 |
| CONCEPT 7C                         | Two Phases   | 50,000            | \$ 466.71 | \$ 23,335,741 |
| CONCEPT 7C                         | 1st Phase    | 10,000            | \$ 732.70 | \$ 7,327,044  |
| CONCEPT 7C                         | 2nd Phase    | 40,000            | \$ 400.22 | \$ 16,008,697 |
| CONCEPT 7D1                        | Two Phases   | 51,000            | \$ 490.15 | \$ 24,997,552 |
| CONCEPT 7D1                        | 1st Phase    | 17,000            | \$ 585.17 | \$ 9,947,827  |
| CONCEPT 7D1                        | 2nd Phase    | 34,000            | \$ 442.64 | \$ 15,049,726 |
| CONCEPT 7D2                        | Two Phases   | 50,000            | \$ 481.50 | \$ 24,075,156 |
| CONCEPT 7D2                        | 1st Phase    | 16,000            | \$ 564.09 | \$ 9,025,430  |
| CONCEPT 7D2                        | 2nd Phase    | 34,000            | \$ 442.64 | \$ 15,049,726 |
| CONCEPT 7D3                        | Two Phases   | 50,000            | \$ 481.50 | \$ 24,075,156 |

4

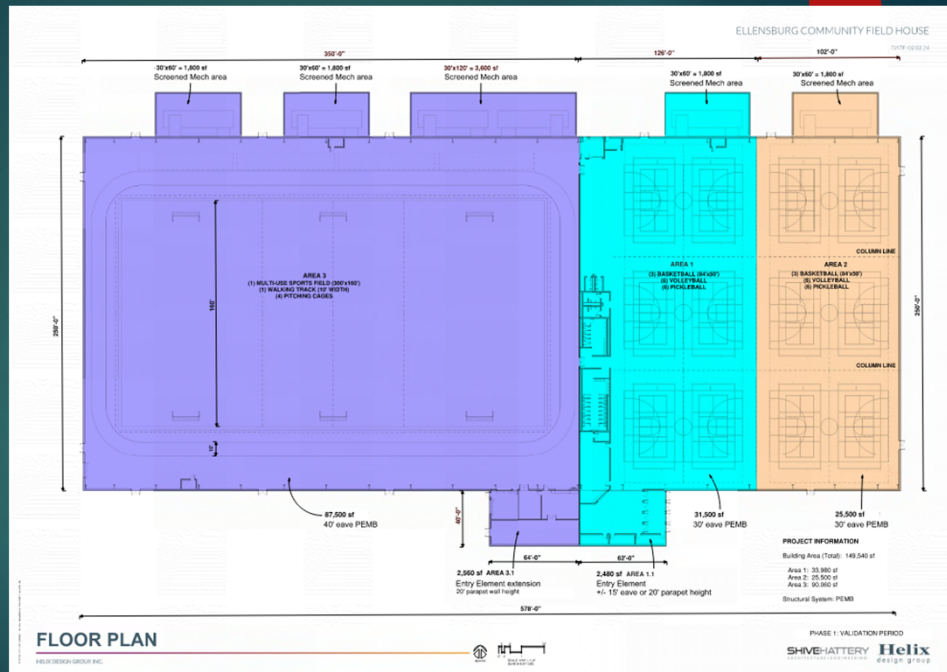




# Original Concept

Total Cost

- \$63,095,278
- 150,000 square feet
- Full sized football field
- Dedicated running/walking track



7

# Concept Design Process - Explored Options



8

## Concept A

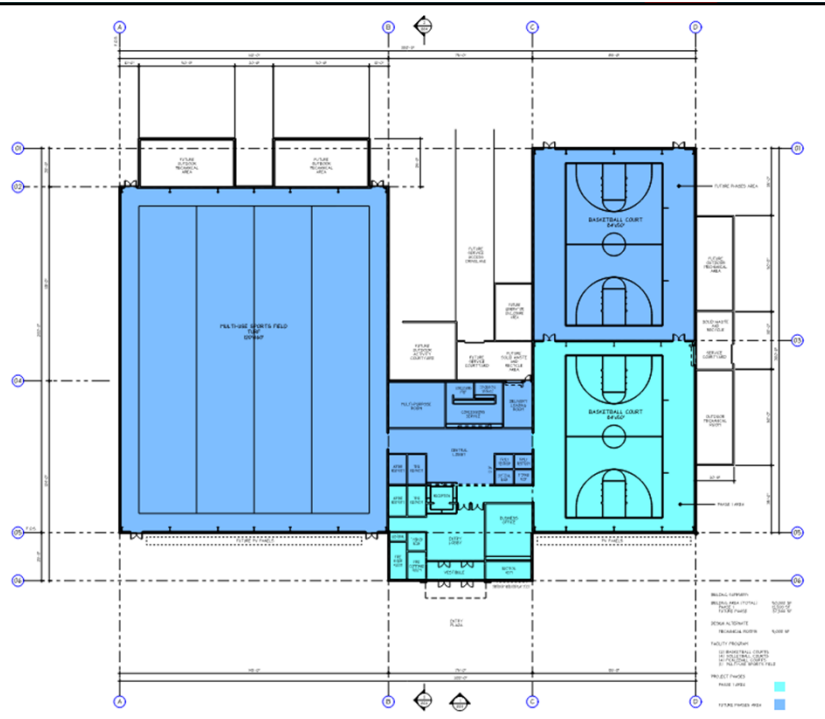
- Full Project – 50,000 SF
- Phase I – 12,500 SF
- Phase II – 37,500 SF

## Total Project Cost

- Full Project - \$27,929,012
- Phase I - \$10,130,475
- Phase II - \$18,841,455

## Draft Operation Costs

- Expenses - \$1.02 Million
- Revenue - \$628K
- Percentage – 61%



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## Concept A

### Pros

- Least Expensive Phase I
- At full build out this concept provides a little bit of something for everyone.
- Separation of space would allow multiple programs/activities to take place at the same time with less impact
- Phase I able to be built with money on hand.

### Cons

- This plan doesn't provide any group/activity the space they truly want. It would be similar to the Ellensburg Racquet & Recreation Center, lots of small spaces.
- The ability expand the facility at a later date is challenging.
- Could anticipate the need to close the building for extended periods of time when building future phases.

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### Concept B

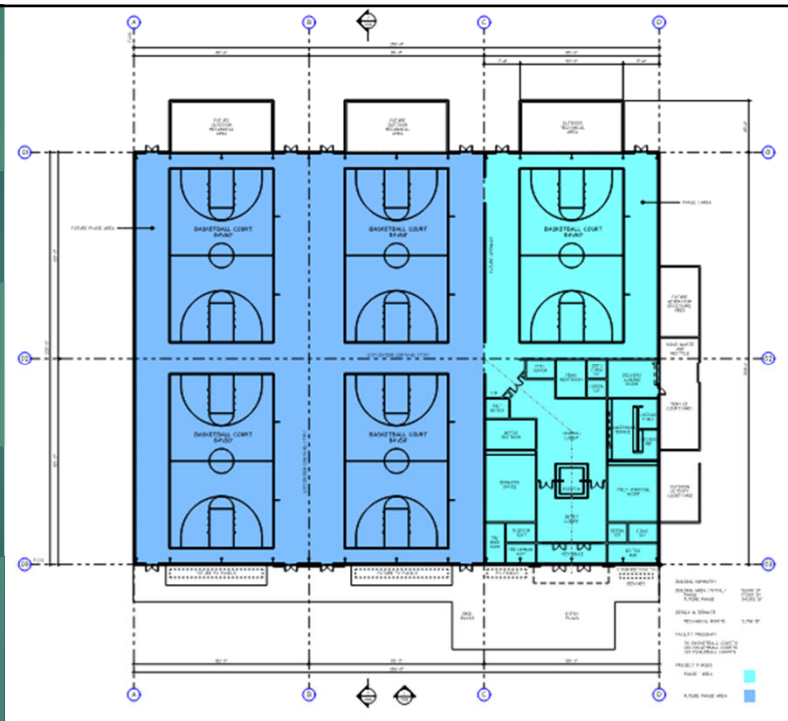
- Full Project – 51,000 SF
- Phase I – 17,000 SF
- Phase II – 34,000 SF

### Total Project Cost

- Full Project - \$29,685,234
- Phase I - \$12,469,132
- Phase II - \$18,379,491

### Draft Operation Costs

- Expenses - \$954K
- Revenue - \$525K
- Percentage – 55%



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## Concept B

### Pros

- Most efficient use of space
- Lends itself to phasing as the facility grows
- Top tier hard-court facility
- Provides something very close to what the hard court stakeholders wanted
- Will allow for more programming for the city.
- Provides enough courts to host tournaments

### Cons

- No turf area

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### Concept C

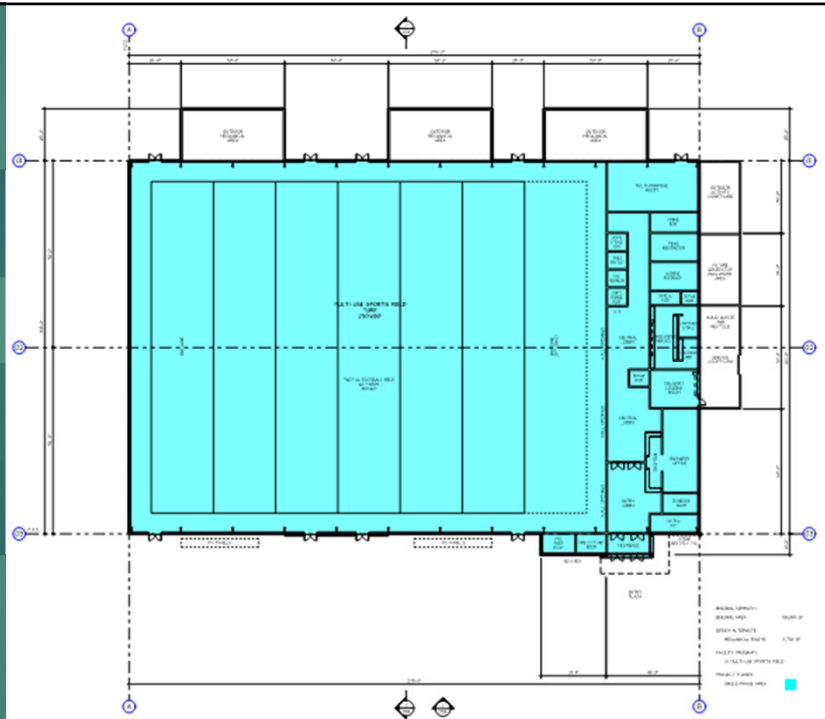
- Full Project – 50,000 SF
- 40 yards wide x 70 yards long

### Total Project Cost

- Full Project - \$24,050,686

### Draft Operation Costs

- Expenses - \$754K
- Revenue - \$337K
- Percentage – 45%



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## Concept C

### Pros

- Provides indoor turf space that not currently available to the community.
- Allows for efficient expansion.

### Cons

- No hard-courts
- Only 70-yards of turf, ideal is 100 yards
- Less return on investment
- Can only host tournaments for limited groups.
- Not able to be phased
- Would serve more as a training or practice facility.

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## Discussion

- ▶ Does the validation information change Council priorities?
- ▶ Is there a preferred concept?
- ▶ Should we explore lease alternatives or partnerships?
- ▶ What additional information is necessary?
- ▶ New revenue discussion will be included in Parks and Recreation Plan update and funding conversation this year



# *City of Ellensburg* **PROCLAMATION**

## **Honoring Black History Month 2025**

**Whereas**, the City of Ellensburg recognizes the significance of Black History Month, a time to honor and celebrate the rich cultural heritage, achievements, and contributions of African Americans to our city, state, and nation; and

**Whereas**, African Americans have been integral to the development and progress of Ellensburg, from pioneering community leaders to contemporary innovators, artists, educators, and public servants; and

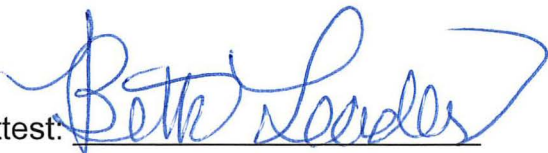
**Whereas**, Black History Month serves as a reminder of the enduring struggle for civil rights and social justice, acknowledging the historical and ongoing challenges faced by African Americans and their resilience in the face of adversity; and

**Whereas**, it is imperative to educate our community, especially the younger generations, about the pivotal role African Americans have played in shaping our society, and to foster an inclusive environment that celebrates diversity and equality; and

**Whereas**, the City of Ellensburg is committed to promoting equity, understanding, and unity among all its residents, and to ensuring that the contributions of African Americans are recognized, appreciated, and celebrated.

**Now, therefore**, the City of Ellensburg, hereby proclaims February 2025 as Black History Month in Ellensburg, and encourages all citizens to join in celebrating the achievements and contributions of African Americans. Let us engage in meaningful activities, educational events, and community discussions that honor the legacy of Black History and inspire a future of equality and justice for all.

Signed this 3<sup>rd</sup> day of February 2025.

Attest: 

City Clerk

  
\_\_\_\_\_  
Rich Elliott, Mayor



## **CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of City Council, Regular Meeting**

**January 21, 2025**

**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 Palmer

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

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Housing and Grants Manager Frey, Arts and Economic Development Manager Vandenberg, Community Development Director Carlson, City Engineering Manager Mayo, Assistant City Attorney Reiman and approximately six members of the public

Others present remotely via Zoom: two members of the public

### **2. Proclamations**

### **3. Awards and Recognitions**

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

DJ Goldsmith, KVFR Fire Chief, introduced himself and Deputy Fire Chief, Chris Moen

### **4. Approval of Agenda**

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

### **5. Consent Agenda**

5.A Approve Minutes of January 6, 2025 Regular Meeting

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

5.C Acknowledge Minutes of Boards and Commissions

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

5.E City-County Library Services Agreement



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- 5.F State and Local Government Cybersecurity Grant Program (23SLGCP) Agreement
  - 5.G Project Acceptance for 2024 Cured in Place Sewer Line Rehabilitation
  - 5.H Change Order to Agreement for Professional Services for the Engineering and Design of the 22-122 Mt View and Bull~Willow Intersection Improvement
  - 5.I Extension of contracting period with Inversion Design Build for 1st and Pine property for affordable housing development
  - 5.J Award Bid Call 2024-21 15kV 1/0 Medium Voltage Underground Distribution Cable to Anixter Inc.
  - 5.K Award Bid Call 2024-22 Distribution Transformers to General Pacific Inc.
  - 5.L Consultant Agreement Amendment #3 with Kennedy/Jenks Consultants, Inc. for the City General Sewer System Plan Update and Aeration Basin Evaluation.
  - 5.M Approve January 21, 2025 Voucher Listing

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

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

- 6.A Board and Commission Appointment and Reappointment - PTAC and Environmental Commission (Public Comment Opportunity)  
Ann Minor was present to introduce herself and spoke on her interest in serving on the Public Transit Advisory Committee.  
Brenda Devore was present to introduce herself and spoke on her continued interest in serving on the Environmental Commission.

Councilmember Goodloe moved to approve appointment of Ann Minor to the Public Transit Advisory Committee and reappointment of Brenda Devore to the Environmental Commission. **Motion Approved 7-0**

## **7. Public Comment on Non-agenda Issues**

## **8. Business Requiring Public Hearings**

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

- 9.A Second Reading and Adoption of Ordinance 4953 Amending Ellensburg City Code Title 15 Land Development Code (Public Comment Opportunity)  
Dan Carlson, Community Development Director, presented information in the staff report.

Councilmember Miller moved to approve second reading and adoption of Ordinance 4953, amending City Code Title 15, Land Development Code with

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the staff recommended amendment as presented. **Motion Approved 7-0**

9.B Resolution 2025-01 for Allocation of 2025 Lodging Tax Funds (Public Comment Opportunity)

Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report and also provided additional information for Council on the dais. Council asked questions of staff.

Councilmember Lillquist moved to adopt Resolution 2025-01, approving the allocation and distribution of 2025 Lodging Tax Funds for special events and projects as presented. **Motion Approved 7-0**

9.C 2025 Professional Services Agreement Between City of Ellensburg and Kittitas County Chamber of Commerce

Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report. Council asked questions of staff.

Amy McGuffin, Kittitas County Chamber of Commerce President & CEO, spoke regarding data tracking and tourism.

Councilmember Palmer moved to approve the 2025 Professional Services Agreement between the City of Ellensburg and the Kittitas County Chamber of Commerce as recommended by the Lodging Tax Advisory Committee and authorize City Manager's signature on the Agreement. **Motion Approved 7-0**

## 10. Unfinished Business

## 11. New Business

## 12. Miscellaneous

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

Heidi Behrends Cerniwey, City Manager, presented information in the report. She also gave an update on finalization of the Unity Park project.

### 12.B Councilmembers' Reports (No Public Comment)

- Councilmember Palmer attended the County Law & Justice Committee, Affordable Housing Commission and Utility Advisory Committee meetings
- Councilmember Goodloe attended the KCCOG and DEI Commission meetings
- Councilmember Lillquist attended the County Airport Advisory Committee and Utility Advisory Committee meetings. She stated HopeSource's Pathways project received state & federal funding
- Councilmember Beauchamp attended the Library birthday celebration, and reported on Lodging Tax and KITTCOM
- Mayor Elliott reported on KITTCOM utilizing traveling dispatchers, airport infrastructure and preventative maintenance, attended an EMS meeting,

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reported on the KCCOG meeting and future council discussion of participation in County lobbying efforts. He requested follow up transit discussion, which is planned for the February 3, 2024 meeting

**13. Executive Session**

**14. Adjournment**

Meeting adjourned at 7:42 pm

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of City Council, Study Session**

**January 21, 2025**

**6:00 PM**

**Council Chambers**

**501 North Anderson Street**

**Ellensburg, WA 98926**

**And remotely via Zoom**

**Joint Study Session with Public Transit Advisory Committee**

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

Public Transit Advisory Committee members present: Jim Hurson, Ann Minor, Deja Blanchard, Amy Spitznas

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Transit Manager Dunbar, Arts and Economic Development Manager Vandenberg, City Engineering Manager Mayo, Assistant Finance Director Bassett, Assistant City Attorney Reiman and approximately three members of the public

Others present remotely via Zoom: no members of the public

- A Transportation Benefit District (TBD) - Renewing and Creating Flexibility in Ellensburg's TBD in 2025  
Heidi Behrends Cerniwey, City Manager, introduced information regarding the topic and reviewed a presentation, in cooperation with, Transit Manager, Betsy Dunbar.

PTAC members Hurson, Blanchard and Spitznas spoke regarding their concerns.

Councilmember Palmer requested additional information concerning services provided and ridership. Other Councilmembers asked questions of staff.

**14. Adjournment**

Meeting Adjourned at 6:59 pm

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Mayor

ATTEST: \_\_\_\_\_  
City Clerk





## **CITY OF ELLENSBURG**

## **Minutes of Affordable Housing Commission, Regular Meeting**

**Date of Meeting**

**November 6, 2024**

**Time of Meeting**

**4:30 PM**

**Place of Meeting**

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

### **1. Call to Order and Roll Call of Members**

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

Present: Peter Stone, Dan Witkowski, Sarah Bedsaul, Delano Palmer, Courtney Garzone (arrived 4:31 p.m.)

Absent: John Perrie, Kim Funston

Others present: Lily Frey-Housing & Grants Administrator; Kathy Boots-Planning Technician, Dan Carlson-Director, Keith Bassett-Assistant Finance Director, David Sturgell, Bill Hinkle, John Raymond

### **2. Approval of Agenda**

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

### **3. Approval of Minutes**

#### **3.A October 2, 2024 regular meeting minutes**

Commissioner Palmer motioned to approve the minutes from October 2, 2024. Motion passed 5-0.

### **4. New Business**

- 4.A Review budget and revenue allocation framework (public comment opportunity)**  
Staff member Frey gave the background on the budget and revenue allocation framework. Staff member Bassett discussed municipal bonds and options for financing housing. Frey reviewed RCWs 82.14.530 and 82.14.540 and their respective requirements and limits, including administrative costs. The available budget reflects the recent Event Center Cold Weather Shelter payment of \$74,400. Bill Hinkle and John Raymond spoke about HopeSource projects. HopeSource discussed Federal and State funding cycles and stack funding. They explained permanent supportive housing, rapid housing, and grant restrictions. Barriers to supportive housing were discussed. HopeSource would prefer that when the RFP was posted that the conditions the city wanted, cost per unit, and maximum funding were clear. Dave Sturgell expressed the need for workforce housing, costs associated with rapid housing and

permanent supportive housing such as case management. He talked about the cost per unit and County funds that support housing development. Commissioners discussed the current framework, potential changes, and prioritizing people at risk of losing housing. Palmer made a motion that 60% of funds be spent on construction or acquisition of new affordable housing, up to 30% of funds be spent on operations and maintenance of affordable housing and/or housing-related services, 5% of funds be spent on administrative costs, and 5% of funds be kept in reserve. Motion passed 5-0.

Garzone noted that the Commission's preference for unit costs at or below Housing Trust Fund maximums should be clarified to guide applicants.

## **5. Unfinished Business**

- 5.A Review updated City Affordable Housing webpage  
Frey asked for feedback on the updated Affordable Housing webpage. The Income Limits chart does not display well on mobile devices. The Commission would like links to help users navigate directly to items lower on the page.

## **6. Citizen Comment**

None

## **7. Staff Update/Discussion Items**

- 7.A Update on Council action: connection charge fee waivers for affordable housing  
Frey updated the members on the upcoming connection charge waiver for the Oddfellows and Pathways projects that the City Council will hear.
- 7.B Volunteer(s) for (re)appointment interviews  
Frey solicited volunteers for the interview panel regarding Peter Stone's reappointment.
- 7.C Staffing update  
The Commission was made aware that staff member Jeremy Johnston is no longer working for the City.

The Inversion project is moving forward with an upcoming contract.

The Catherine property wetland will be evaluated in May 2025.

## **8. Commission Representative Update**

Commissioner Bedsaul and Funston will be gone for the December meeting.

## **9. Adjournment**

The meeting was adjourned at 5:48 p.m.



## **CITY OF ELLENSBURG**

## **Minutes of Affordable Housing Commission, Regular Meeting**

**Date of Meeting**

**December 4, 2024**

**Time of Meeting**

**4:30 PM**

**Place of Meeting**

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

### **1. Call to Order and Roll Call of Members**

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

Present: Peter Stone, Dan Witkowski, John Perrie, Courtney Garzone

Absent: Sarah Bedsaul (excused), Kim Funston (excused), Delano Palmer

Others present: Lily Frey - Housing & Grants Administrator, Dan Calson - Community Development Director, Simon Windell, David Sturgell

### **2. Approval of Agenda**

Commissioner Perrie motioned to approve the agenda. Motion passed 4-0.

### **3. Approval of Minutes**

#### **3.A November 6, 2024 regular meeting minutes**

Commissioner Perrie moved to approve the minutes from November 6, 2024.

Motion passed 4-0.

### **4. New Business**

#### **4.A Discussion on community land trusts with Simon Windell, Methow Housing Trust**

Simon Windell from the Methow Housing Trust presented an overview of Community Land Trusts (CLT) and presented affordability calculations showing that the median home in Ellensburg priced at \$415,000 is currently affordable to approximately 23-38% of the population and over time is likely to become affordable to a smaller percentage of the population based on recent housing price trends.

Commissioner Stone asked about multifamily housing units, which Windell noted could be done through a deed restriction and affordability covenant rather than a ground lease. Commissioner Stone asked about resale and taxes when homeownership and landownership are divided; Windell shared examples for resale process and tax structures from other land trusts.

Commissioner Witkowski asked about home improvements and Windell shared

the example of the capital improvements policy from the Methow Housing Trust. Commissioner Perrie asked about maintenance considerations and Windell described stewardship best practices. Commissioner Garzone asked about the process to develop a CLT and community push back. Windell described the process from the perspective of the City of Laguna Beach. Commissioner Perrie asked about real estate industry support for the model; Windell noted that industry professionals can be important early supporters and communication challenges often relate to the idea of housing not as a financial instrument but as a community asset. Commissioner Stone asked about sources of funding. Windell described public tools for property acquisitions (state housing trust fund, County, federal funds) and private philanthropic opportunities.

Building internet interrupted the Commissioners' connection for approximately six minutes during the discussion just after 5PM, but was restored, allowing the group to reconvene.

## **5. Unfinished Business**

None

## **6. Citizen Comment**

None

## **7. Staff Update/Discussion Items**

### **7.A Update on revenue allocation framework**

Frey noted that the commission's recommended changes to the revenue allocation framework are scheduled to go to Council on December 16, 2024. Commissioners confirmed that the allocation as documented is consistent with their discussions at the November meeting. If Council is supportive of the framework changes, Frey will draft an application for housing related services to share with the Commission.

### **7.B Meeting topics for 2025**

Frey requested ideas for discussion topics in 2025. Commissioner Perrie emphasized the need for additional action by the Commission to help catalyze housing development. Commissioner Stone agreed and requested information on the review of potential city-owned properties for surplus or construction of affordable housing. Commissioner Garzone suggested further discussion of infrastructure for housing developments and outreach to other housing operators beyond the housing authority to learn about their successes and challenges.

## **8. Commission Representative Update**

Commissioner Perrie asked the commission to support the reappointment of Commissioner Bedsaul. Commissioners were supportive of her reappointment but no action was taken since the topic was not on the advertised agenda. Frey will confirm if there are any term limits that would apply to Commissioner Bedsaul's reappointment and staff can convey the Commission's support as part of her reappointment recommendation.

Frey noted that options for the Commission's January meeting are January 8th or 15th since January 1st is a holiday. Commissioners shared their availability.

#### **9. Adjournment**

Commissioner Garzone adjourned the meeting at 5:38 p.m.



## **CITY OF ELLENSBURG**

## **Minutes of Environmental Commission, Regular Meeting**

**Date of Meeting**

**October 23, 2024**

**Time of Meeting**

**5:15 PM**

**Place of Meeting**

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

### **1. Call to Order and Roll Call of Members**

Commissioner Wollman called the meeting to order at 5:15 pm.

Present: Jean Marie Linhart, Raven Harlin, Kristine Steinkoenig, Jess Black, Brenda Devore, Christina Wollman

Absent: None

Others Present: Nancy Lillquist - City Council Liaison, Dan Carlson - Community Development Director, Ryan Kellogg - Ellensburg Downtown Association, Aaron Balagot - Mid-Columbia Fisheries Enhancement Group, Lily Frey - Community Development

### **2. Approval of Agenda**

#### **2.A 10/23/2024 Agenda**

Commissioner Linhart moved to approve the agenda with the addition of a discussion item of Environmental Commission representation on the Transportation Safety Committee. Motion passed 6-0.

### **3. Approval of Minutes**

#### **3.A Approval of Minutes - 9/18/2024**

Commissioner Linhart moved to approve the 9/18/24 meeting minutes. Motion passed 6-0.

### **4. New Business**

#### **4.A 2025 Water Quality Grant Application Presentations**

Ryan Kellogg presented the Ellensburg Downtown Association (EDA) application for the 2025 grant. The EDA would establish an additional pet relief station at a vacant downtown node following the model of the existing node station at 4th and Pine. Project benefits would include additional filtration and management of pet waste and would benefit downtown residents, business owners and visiting pet owners. As with the existing node, the EDA would provide weeding and any needed maintenance. The City would water the turf once per week and provide pet waste bags. The proposal budget is based on the cost for the 4th and Pine station. Planned outreach includes fliers to downtown businesses and residences. Commissioners clarified if there was



additional funding, winter maintenance, signage, and measurable outcomes.

Aaron Balagot presented the Mid-Columbia Fisheries Enhancement Group's application for the 2025 water quality grant, which would continue support of their Adopt-a-Stream program. The proposal includes logistical support to eight groups who steward sections of creeks in Ellensburg through semi-annual clean-ups and provide for program expansion (targeting an additional three groups). Their proposal also includes a specific project for the removal of an invasive crack willow and replacement with a variety of native species as a demonstration project with high visibility at HayDay. Balagot shared past program accomplishments and success measures for 2025 including the number of events and volunteers participating in each and signs installed about the project and active groups. Commissioners asked about planned program expansion and past measurable outcomes.

Commissioners completed individual scoresheets and discussed their analysis. Commissioners agreed that the Mid-Columbia Fisheries Enhancement Group proposal much more closely aligns with the grant aims of directly affecting water quality and providing public education opportunities. Commissioner Linhart moved to recommend that Council allocate the full grant amount to Mid-Columbia Fisheries Enhancement Group for the adopt a stream project. Motion passed 6-0.

## **5. Unfinished Business**

None

## **6. Citizen Comment**

None

## **7. Bicycle Advisory**

### **7.A Bicycle Advisory Report**

Commissioners reported on presentations to the three Ellensburg Rotary groups on bike events and opportunities to support in 2025. Commissioner Devore presented to 21 members of the noon Rotary group and received a commitment of bikes for repair. Commissioners planned follow-up messaging to learn more about Rotary budgeting timelines and potential contributions.

Councilmember Lillquist reported that the Mountains to Sound Greenway, Central Washington University (CWU) and the City are preparing a joint grant proposal to support work on the Palouse to Cascades reconnection route and a CWU bikeshare program. The proposal is due in mid-November.

Councilmember Lillquist shared ideas and requested suggestions for highlighting the value to local businesses of becoming a bicycle-friendly business. Commissioners discussed ideas such as potential incentives for employees or business promotion through guides and sources like the Chamber of Commerce's MyEllensburg page to complement the current offering.

## **8. Staff Update/Discussion Items**

Commissioner Devore reported on conversations with Waste Management and City staff. The City contract with Waste Management includes a spring event. City Sustainability and Energy Coordinator Nichole Baker will be involved in planning and the Environmental Commission would like to participate.

Commissioner Linart reported that the Transportation Safety Committee is seeking participation from an Environmental Commission member for a limited-duration project to develop a safety action plan. Commissioner Harlin volunteered.

Commission meetings will remain scheduled for November and December 2024 with a call for agenda items about a week in advance. Councilmember Wollman offered to coordinate with staff on agenda planning.

## **9. Adjournment**

Commissioner Wollman adjourned the meeting at 6:51 pm.



**CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of Environmental Commission, Regular Meeting**

**November 20, 2024**

**5:15 PM**

**Council Conference Room**

**501 North Anderson Street**

**Ellensburg, WA 98926**

**And remotely via Zoom**

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

**MEETING CANCELLED**

**2. Approval of Agenda**

**3. Approval of Minutes**

3.A Approval of Minutes - 10/23/24

**4. New Business**

**5. Unfinished Business**

**6. Citizen Comment**

**7. Bicycle Advisory**

7.A Bicycle Advisory Report

**8. Staff Update/Discussion Items**

**9. Adjournment**



## **CITY OF ELLENSBURG**

## **Minutes of Landmarks & Design Commission, Regular Meeting**

**Date of Meeting**

**October 1, 2024**

**Time of Meeting**

**5:45 PM**

**Place of Meeting**

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

### **1. Call to Order and Roll Call of Members**

The meeting was called to order by Commissioner Redmon.

Present: Jeff Watson, Teresa Chanes (arrived at 5:47 p.m.), Marty Blackson, Fred Redmon, Vicki Sannuto

Absent: Zane Kanyer (unexcused), Cathy Poshusta (excused)

Others Present: Stacey Henderson-Senior Planner Historic Preservation, Kathy Boots-Planning Technician, Derek Mayo-City Engineer

Commissioner Redmon motioned to excuse the absence of Commissioner Poshusta. Motion passed 5-0.

### **2. Approval of Agenda**

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

### **3. Approval of Minutes**

#### **3.A Review of August 20, 2024 LDC Meeting Minutes**

Commissioner Redmon motioned to approve the regular meeting minutes from August 24, 2024. Motion passed 5-0.

### **4. New Business**

#### **4.A Letter of Support for Public Works Historic Pathway and Lighting Project.**

Derek Mayo, City of Ellensburg Engineer, asked for a letter of support from the Landmarks and Design Commission. Public Works is applying for a federal grant to put sidewalks and lighting on Third Avenue and Water Street to the Train Depot. Historic pavestones and globe lighting will be used. Trees and a transit stop will be added. The project is estimated at \$800,000 and the City of Ellensburg will match 50% of the grant. The timeline for the project is three-four years. The project has been on the Public Works Capital Projects list for 14 years. Commissioner Redmon motioned to provide a letter of support for the project. Motion passed 5-0.

- 4.B Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed installation of new sign graphics at 300 N Pearl St., Parcel ID #777033.

Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval with one condition that the sign shall be illuminated from dusk to 10 p.m. only. Public comment opened. Applicant not present. No public comment. Public comment closed. Commissioner Watson motioned to approve the Certificate of Appropriateness for the proposed installation of new sign graphics at 300 N Pearl Street with one condition, as staff recommended, and the findings of fact on page 13 of the agenda packet. Motion passed 5-0.

- 4.C Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed installation of a new sign face at 207 N. Main St., Parcel ID #047033.

Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval with one condition that the sign shall be illuminated from dusk to 10 p.m. only. Public comment opened. Applicant not present. No public comment. Public comment closed. Commissioner Watson motioned to approve the Certificate of Appropriateness for the proposed installation of a new sign at 207 N Main Street with one condition, as staff recommended, and the findings of fact on page 24 of the agenda packet. Motion passed 5-0.

- 4.D Public Hearing for consideration of a Certificate of Appropriateness (COA) for the proposed awning replacements and new barber pole at 114 W 4th Ave., Parcel ID #797033.

Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval with no conditions. A building permit for the awning and barber pole is in the process. Public comment opened. Applicant not present. No public comment. Public comment closed. The Commission discussed adding a condition that both the attachments of the barber pole be attached to mortar joints to reduce damage to historic brick or if they don't line up, at least one attachment is in the mortar joint. Commissioner Watson motioned to approve the Certificate of Appropriateness at 114 W 4th Avenue for the proposed installation of new awnings along Main Street, and a barber pole next to the main entrance with one condition, that the barber pole must attach to mortar joints, to reduce damage to historic brick. If both attachments do not line up to a mortar joint, then the applicant shall ensure at least one attachment is in a mortar joint, and the findings of fact on page 35 and 36 of the agenda packet. Motion passed 5-0.

## **5. Unfinished Business**

None

## **6. Citizen Comment**

None

## **7. Staff Update/Discussion Items**

The October 15, 2024, meeting will be to review the grant applications.

The November 5, 2024, meeting will have several Certificates of Appropriateness to review, and Kelle Vandenberg will talk about the new creative district.

#### **8. Commission Representative Update**

Commissioners brought to the attention of staff that Shooters had a mural on the building that did not come before the Landmarks and Design Commission. Staff member Henderson will reach out to the owners.

Contracts for the CLG grant are being created, and then a subcommittee will be formed. Commissioner Watson explained many ways the new map can be built.

Commissioner Redmon will be absent for the October 15, 2024, meeting.

Commissioner Chanes will recuse herself from one of the grant applications because of a conflict of interest.

Staff stated that Commissioner Kanyer has stepped down from the Commission, so the city is looking for applicants.

#### **9. Adjournment**

The meeting was adjourned at 6:33 p.m.



## **CITY OF ELLENSBURG**

## **Minutes of Landmarks & Design Commission, Regular Meeting**

**Date of Meeting**

**November 5, 2024**

**Time of Meeting**

**5:45 PM**

**Place of Meeting**

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

### **1. Call to Order and Roll Call of Members**

The meeting was called to order at 5:45 p.m.

Present: Jeff Watson, Vicki Sannuto, Fred Redmon, Marty Blackson

Absent: Cathy Poshusta (excused), Teresa Chanes (excused)

Others Present: Stacey Henderson-Senior Planner Historic Preservation, Kathy Boots-Planning Technician, Jodi Polak, Jon Nilsen, Brad Case, Kristin Ames

Commissioner Blackson motioned to approve the absences. Motion passed 4-0.

### **2. Approval of Agenda**

Commissioner Sannuto motioned to approve the agenda with a change in the order of the COA's. Motion passed 4-0.

### **3. Approval of Minutes**

No minutes available

### **4. New Business**

- 4.A Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed re-installation of a sign at 111 W 3<sup>rd</sup> Ave, Parcel ID #887033. Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval with one condition that the sign shall be illuminated from dusk to 10 p.m. only. Public comment opened. The applicant Jon Nilsen was present but had nothing to add. No public comment. Public comment closed. Commissioner Watson motioned to approve the Certificate of Appropriateness with the condition that the sign shall be illuminated from dusk to 10p.m. only.
- 4.B Public Hearing for Consideration of a COA for the proposed installation of a new permanent sculpture at Unity Park, Parcel ID 146933. Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval with a change in location of the sculpture as requested. Public comment opened. Brad Case spoke about the project



and hopes to have the location and sculpture completed in the spring or summer. Kristin Ames the artist had a small replica of the sculpture and explained that the species of shrubs on the sculpture are local to Ellensburg. She explained the materials and how it will be constructed and secured. No public comment. Public comment closed. This sculpture will be required to get a building permit.

Commissioner Watson motion to approve the certificate of appropriateness with no conditions including the findings of fact referenced in the agenda report and the exact location of the sculpture to be determined by Brad Case with the Building/Planning Department approval. Motion passed 4-0.

4.C Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed installation of two lighting fixtures at 307 N. Pearl Street, Parcel ID #837033.

Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval with no conditions. Public comment opened. The applicant Camas Davis was present and introduced herself. No public comment. Public comment closed. Commissioner Watson motioned to approve the Certificate of Appropriateness with no conditions. Commissioner Blackson inquired about the gas for the lights and if the fixture gets broken will the gas shut off. The sconces provide very little light and would be on 24/7. Commissioner Watson motion to approve the certificate of appropriateness with no conditions including the findings of fact referenced in the agenda report and the lights mounted at 7' above the surface as required. Motion passed 4-0. The Huntsman hopes to open in January 2025.

4.D Public Hearing for Consideration of a Special Valuation for Historic Properties Application, for the Historic Fitterer's Building, located at 114 W 4th Ave.

Appearance of fairness reviewed. Staff member Henderson read the staff report. Staff recommended approval of the special valuation with the work that occurred in 2024. The application has been submitted to the Assessor's Office and the decision will be made by December 31st, 2024. The taxes change will start in 2025, and the building will be maintained. Henderson reviewed the RCW's and how this project qualifies. The expenses submitted qualify. Henderson made a change to the findings of fact from the Geddis building to the Fitterer building. The applicant was not present. Public comment opened. No public comment. Public comment closed. Commissioner Watson motioned to approve the Certificate of Appropriateness with no conditions. Commissioner Redmon inquired if the City requires proof of expenses and Henderson stated the City does not require proof. Commissioner Watson motion to approve the certificate of appropriateness with no conditions including the findings of fact referenced in the agenda report with the correction of the Fitterer's building. Motion passed 4-0.

## 5. Unfinished Business

5.A City of Ellensburg 2024 Grant Extension Request

Staff member Henderson reviewed the Jodi Polak extension request for the

2024 Historic Preservation Grant award. Polak explained that the door is planned on being installed by the end of the year but may be delayed since a new contractor is needed. Commissioner Watson motioned to recommend approval to the City Council of the 2024 Historic Preservation Grant award for a one-year extension through 2025.

#### **6. Citizen Comment**

None

#### **7. Staff Update/Discussion Items**

Henderson updated the Commission members that Jeremy Johnston is no longer working for the City and a new Planning Manager is being advertised.

The morning rotary group has approved a presentation from the Landmarks and Design Commission. Henderson will make the slides for the presentation. Commissioner Blackson volunteered to be the presenter.

#### **8. Commission Representative Update**

Commissioner Watson discussed the GIS project and had some questions that will need to be answered. He suggested that part of the funds be used for a Central Washington University work study student to assist with the project.

#### **9. Adjournment**

The meeting was adjourned at 7:04 p.m.



## CITY OF ELLENSBURG

## Minutes of LEOFF 1 Disability Board, Regular Meeting

Date of Meeting

December 18, 2024

Time of Meeting

8:00 AM

Place of Meeting

Ellensburg City Hall - Council Conference Room  
501 N Anderson St.  
Ellensburg, WA 98926

### 1. Call to Order

The meeting was called to order at 8:05 am

Board members present: Nancy Lillquist, Joshua Thompson, Larry Loveless and Mike Davis  
Others present: Beth Leader, Board Clerk

### 2. Approval of Agenda

Nancy Lillquist moved to approve the Agenda as amended with six additional retiree claims. **Motion Approved 4-0**

### 3. Approval of Minutes

3.A Approve Minutes of October 23, 2024 meeting

Nancy Lillquist moved to approve the minutes as presented. **Motion Approved 4-0**

### 4. Unfinished Business

### 5. New Business

5.A Approve four claims from four retirees

Six additional claims from two retirees were received for board review for a total of ten claims.

Nancy Lillquist moved to approve ten claims, pending review of the six additional claims by staff. **Motion Approved 4-0**

### 6. Miscellaneous

### 7. Adjournment

Meeting adjourned at 8:11 am

Approved January 22, 2025



**Parks & Recreation Advisory Commission  
Meeting Minutes – September 11, 2024**

**DATE OF MEETING:** September 11, 2024  
**MEMBERS PRESENT:** Nikki Pollock (remote), Frana Milan, Marion Elliot, Jackie Adams, Council Liaison Thompson  
**OTHERS PRESENT:** Parks & Recreation Director Case, 9 members of the public  
**LOCATION:** Meeting was held in the Council Conference Room and Remotely

**CALL TO ORDER –** Meeting called to order at 5:35pm

**MEETING MINUTES –** Minutes from the April 10, 2024 meeting were approved as submitted.

**CITIZEN COMMENTS ON NON-AGENDA ITEMS –** Community member Katie Nolen spoke to the Commission about the City opening the front gate at Rotary Park by 7am everyday so off leash park users can park directly in front of the off-leash park. Currently, off-leash users who show up at 7am either have to park in the park entrance roundabout or out on 5<sup>th</sup> Avenue. Recently, multiple cars were ticketed for parking in the roundabout. The roundabout area is signed as a no parking area. Staff state that the front gate will be open and closed daily through the end of October but then it will be open permanently for the winter months. During that time staff will meet with off leash users to look at alternative ways to address opening the park.

There was some discussion about the confusion of the parks being open at 5am and the gate remaining closed until after 7am. Staff clarified that people can be in parks at 5am, however park restrooms and parks with gates (Rotary, Paul Rogers, and Irene Rinehart Riverfront Park) will be open later in the morning after staff begins their work day.

**NEW BUSINESS**

**Dedication of Wippel Park Wind Phone-** Keely Murphy Pickerell, the community member who proposed, installed, and maintains the wind phone and poetry pole at Wippel Park proposed signage at the wind phone that provides the history of wind phone, the community benefits of the wind phone, and is dedicated to the memory of her brother, Brendan Murphy.

***A motion was made to approve the signage, all in favor.***

**Park Partnership Proposals**

A total of four projects were submitted through the 2024 Park Partnership Program totaling \$47,715.03 in requests, the amount available in the program is \$18,523.54. The projects submitted:

1. Ellensburg Ski Team – The proposal is to fund a replacement tow vehicle for the winter recreation grooming equipment used at Rotary Park with a new tracked ATV. The tracked ATV is a common solution at ski areas and is easier to drive and more dependable than a snowmobile. The request is for \$16,092.
2. Ellensburg Pickleball Club -Refresh equipment in parks, purchase & install maintenance items, maintain courts. A) Construct & install paddle rotation system and court number signs at W E-burg courts; B) Repair large crack at W E-burg courts and cracks at Mtn View; C) Storage shed

for W E-burg; D) Benches for seating at W E-burg; E) Windscreens for Mtn View F) Purchase new nets & maintenance equipment for W E-burg and Mtn View. The request is for \$13,950.00.

3. Kittitas County Railroad History Association – funds will be used to purchase 2,800 linear feet of track materials such as rail, screws, plastic ties. Funding request is for \$12,000.00.
4. Ellensburg Downtown Association - The Ellensburg Downtown Association (EDA) is proposing to install weatherproof in-ceiling/soffit outdoor speakers at Unity Park. These speakers will be integrated into the comfort station and shelter soffits, connecting seamlessly with the existing rooftop sound system on Pearl and Pine Streets. Total request is for \$5,597.73.

The Commission discussed each project and then made a motion and a second to fund the Ellensburg Ski Team at their full request of \$16,092.00 and the Ellensburg Pickleball Club at \$2,431.54. All in favor.

#### **OLD BUSINESS**

**Fieldhouse Design Update** – Staff provided schematic renderings of the fieldhouse and talked through the alternative bid delivery method and the process the city is required to go through when building a project this way.

**Unity Park Construction and Grand Opening Event Update** – Staff provided the Commission with an update on park construction. In the next few weeks the park construction will be complete, the list of tasks still needing to be completed include the comfort station, water feature, plantings, and shade shelters.

Commissioner Milan, who is heading up the planning for the park grand opening, gave an update the plan for the event which include musical performances, dance groups, a variety of interactive activity stations, a desert food truck and speeches. The event is schedule for Saturday, October 5<sup>th</sup> from 1pm-5pm.

#### **ITEMS FOR OCTOBER 9, 2024 MEETING**

Boards & Commission Training

**STAFF REPORTS** 1. On September 21<sup>st</sup> there will be a grand opening event for the pickleball courts at West Ellensburg Park. The event runs from 10am-12pm. 2. This past summer we had four fires in city park facilities, staff is very appreciative of KVFR and their ability to get the fires under control before they spread. 3. The Stan Bassett Youth Center got a new roof this past summer. 4. Through the 2024 budget process staff is asking for funds to install a new playground at West Ellensburg Park, matching funds to build 8 tennis courts at Mt. View Park, and fieldhouse money. 5. Staff is resuming conversations about installing a splash pad at North Alder Street Park. 6. This past summer the city hosted 10 baseball tournaments at Rotary Park.

Meeting adjourned at 7:30pm



**CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of Planning Commission, Regular Meeting**

**December 12, 2024**

**5:45 PM**

**Council Chambers**

**501 North Anderson Street**

**Ellensburg, WA 98926**

**And remotely via Zoom**

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

**MEETING CANCELLED**

**2. Approval of Agenda**

**3. Approval of Minutes**

**4. New Business**

**5. Unfinished Business**

**6. Citizen Comment**

**7. Staff Update/Discussion Items**

**8. Commission Representative Update**

**9. Adjournment**



## CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

## Minutes of Utility Advisory Committee, Regular Meeting

November 21, 2024

3:30 PM

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

### 1. Call to Order and Roll Call of Members

Chairperson Bousson called the meeting to order at 3:30 pm.

Members present: Nancy Lillquist, City Council; Nancy Goodloe, City Council; Jeff Bousson, CWU; Audrey Huerta, Utility Customer; Grant Craig, Utility Customer (Zoom).

Committee member Lillquist move to approve Bryan Clark's excused absence. **Motion approved. 5-0**

Also present: Darin Yusi, Gas Engineer (Zoom); Kim Bowie, Operations Analyst; Buddy Stanavich, Energy Resource Manager; Nicole Baker, Sustainability & Energy Coordinator (Zoom); John Mooers, Rate Analyst (Zoom); Ryan Lyyski, Public Works & Utilities Director; Heidi Behrends- Cerniwey, City Manager; Derek Mayo, Engineering Services Manager; Jon Morrow, Stormwater Manger.

### 2. Approval of Agenda

Committee member Huerta moved to approve the agenda as presented. **Motion approved. 5-0**

### 3. Approval of Minutes

3.A Oct 17 UAC regular meeting minutes

Committee member Goodloe moved to approve the regular meeting minutes. **Motion approved. 5-0**

### 4. Approval of Consent Agenda

4.A Twin City Foods Discharge Agreement

Committee member Goodloe moved to approve the consent agenda. Committee member Craig abstained. **Motion approved. 4-0**

### 5. Correspondence and Citizen Comments on Non-Agenda Items

No public comment. Chair Bousson acknowledged the Committee had received correspondence from Meghan Anderson via email.

#### **6. Telecommunications Utility Discussion Items**

No telecommunication items.

#### **7. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items**

##### **7.A Natural Gas Purchasing Base Contract**

Committee member Huerta move to forward a favorable recommendation to City Council approving the North American Energy Standards Board base agreement with Spotlight Energy, LLC, in substantially similar form. **Motion approved. 5-0**

#### **8. Staff Informational Items**

##### **8.A Public Works and Utilities Updates** Staff shared Public Works updates.

#### **9. Commission Representative Update**

No updates.

#### **10. Adjournment**

Meeting adjourned at 4:01 pm.





Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Project Acceptance – Bid Call No. 2024-01, 2024 Residential Sidewalk Repair Program  
**Submitted by:** Josh Mattson, Assistant City Engineer  
**Department:** Public Works & Utilities

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**Suggested Motion/Action:**

Move for Project Acceptance for Bid Call 2024-01 to Belsaas & Smith Construction, Inc.

**Background/Summary:**

Bids were opened for Bid Call No. 2024-01 on Tuesday, April 9, 2024, for the 2024 Residential Sidewalk Repair Program. Belsaas & Smith Construction, Inc. was the low bidder in the amount of \$318,304.80.

This project contains four separate schedules “A” through “D”, Bid Additive #1 and one (1) change order.

Bid schedule “A” was for general repair of concrete curb ramps and sidewalks in the City, with focus on upgrading existing curb ramps to ADA compliance.

Bid schedule “B” consisted of City-wide transit improvements, upgrading existing sites to ADA compliance with improved wheelchair and ambulatory passenger deployment.

Bid schedules “C” & “D” were on-call schedules for all City departments to utilize throughout 2024 for curb and sidewalk repairs required by their respective operations.

Bid Additive #1 completed a 1/2 block of sidewalk on Alder Street between 1<sup>st</sup> and 2<sup>nd</sup> Avenue.

Change Order #1 completed one (1) block of sidewalk on the east side of Alder Street between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue.

**Previous Council Action:**

Council approved award of Bid Call #2024-01 to Belsaas & Smith Construction, Inc. at its regular meeting on May 6, 2024.

**Analysis:**

The bid prices, change order, and final costs from Belsaas & Smith Construction, Inc. for this project consisted of the following schedules of work:

|                                                                                | <u>Bid/Proposed Costs</u> | <u>Final Costs</u>  |
|--------------------------------------------------------------------------------|---------------------------|---------------------|
| Schedule "A" – Wenas St, 2 <sup>nd</sup> & Sprague, 2 <sup>nd</sup> & Anderson | \$166,511.00              | \$166,910.04        |
| Schedule "B" – Transit Stop Improvements                                       | \$ 46,285.00              | \$ 38,972.40        |
| Schedule "C" – Streets On-Call Repairs                                         | \$ 27,636.00              | \$ 30,954.00        |
| Schedule "D" – Utilities On-Call Repairs                                       | \$ 42,763.80              | \$ 40,906.15        |
| Bid Additive #1 – 1/2 block of Alder St                                        | \$ 35,109.00              | \$ 36,842.80        |
| Subtotal                                                                       | \$318,304.80              | \$314,585.39        |
| <i>Change Order #1 – One (1) block of Alder St</i>                             | <i>\$ 65,401.00</i>       | <i>\$ 68,654.74</i> |
| <b>TOTAL</b>                                                                   | <b>\$383,705.80</b>       | <b>\$383,240.12</b> |

**Financial Impact:**

The Sidewalk Fund will pay for Sch A, the City Transit fund will pay for Sch B, the Arterial Street Fund will pay for Sch C, the Water Fund will pay for \$33,099.18 of Sch D, and the Light Fund will pay for the remaining \$7,806.97 of Sch D.

Adequate expenditure authority for each of these schedules exists within the respective budgets.

The 2024 TIB Complete Streets grant funded 85% of Bid Additive #1 and Change Order #1. The remaining expenditures were budgeted in the Sidewalk Fund.

The total project cost was \$465.68 under budget.

Budget Adjustment: No

**Attachments:**

None



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Latecomer Agreement for Reimbursement for Water and Sewer Mains installed on the French Plat  
**Submitted by:** Derek Mayo, Engineering Manager  
**Department:** Public Works & Utilities

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**Suggested Motion/Action:**

Authorize the City Manager to execute the attached Latecomers Agreement authorizing reimbursement to CBP WA LLC, the developer of the French Plat.

**Background/Summary:**

The property owner was required to install water and sewer mains in N. Tower Street to serve their recent plat, the French Plat. The mains were installed at the sole expense of the owners. The potential exists for adjacent properties along the water and sewer mains to connect now that they are available. The owner is requesting reimbursement from the properties adjacent to the locations denoted as reimbursement areas shown in the attached Sewer Latecomers and Water Latecomers exhibits.

An agreement providing for latecomers charges and reimbursement is attached. If approved, it provides for reimbursement to the developer for water and sewer main extension costs incurred during the improvements of the French Plat.

**Previous Council Action:**

None

**Analysis:**

State law (RCW 35.91.02) and City Code (Ch. 2.50) provide for the assessment of latecomers charges and for the reimbursement to the installers. The City currently has several latecomers agreements in effect. This agreement will allow staff to collect fees from the owners of properties shown on the Water and Sewer Latecomers exhibits who did not contribute at time of connection. Those fees would then be forwarded to the developer of the French Plat. The agreement is for a 20 year term.

**Financial Impact:**

No fiscal impact. The Agreement includes a 15% administrative fee for the City's collection of latecomer fees and reimbursement to the project owner.

Budget Adjustment: No

**Attachments:**

1. CBP WA LLC Latecomers Reimbursement Agreement
2. Bill of Sale
3. Tower St French Plat - Sewer Latecomers
4. Tower St French Plat - Water Latecomers

**After Recording, Return To:**

Name: City of Ellensburg  
Public Works Director  
Address: 501 N. Anderson Street  
Ellensburg, WA 98926

**Latecomer Agreement for Reimbursement Under Water and Sewer Facilities Act  
(Chapter RCW 35.91 and Chapter 2.50 ECC) For Sewer and Water Facilities**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between CBP WA LLC and the City of Ellensburg, situated in Kittitas County, Washington, the parties respectively referred to herein as "Owner" and "City."

WHEREAS, the Owner have made application to the City for permission to construct Water, Sanitary sewer and/or Storm Drainage improvements;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth it is agreed by and between the parties hereto as follows:

**A. RECITALS**

1.) The City owns and operates water and sewer systems within and adjacent to its limits.

2.) Chapter 2.50 of the Ellensburg City Code sets forth the rights and procedures for establishment of a reimbursement area that allows developers and/or owners to recover a portion of those improvement costs incurred as a condition of development approval if the improvement benefits other property developers.

3.) The Owner has constructed under this Agreement with the City, pursuant to the requirements to serve water and sewer to the French Plat (#19-108) as shown in Exhibits A and B. Certain extensions to said systems more particularly shown in Exhibits A and B attached hereto and incorporated herein by this reference, which additions are capable of serving the Owner's Development, and other adjacent areas. The improvement involved installing a sewer and water lines in the Tower Street Right of Way to serve the Development. This Agreement is for the value of City standard 8" utility mains.

4.) The extensions to said system shown on Exhibits A and B are located within the area served by the City and will be accepted by the City for maintenance and operation.

5.) The cost of construction of the extensions shown in Exhibits A and B are shown on attached Exhibits:

Exhibit A: Sewer Main Extension – Tower St. - \$ 46,211.78

Exhibit B: Water Main Extension - Tower St. - \$ 46,580.60

6.) The parties agree that the area benefited by said extensions amounts to 683 front feet along Tower Street for sewer and 683 front feet for water of which one half is directly attributable to the developer. The remaining benefited property (future service area) resulting in a fair pro rata share of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby who tap or connect to said system. The new extensions shall be reimbursed on a front footage and or square footage basis. The reimbursement for the sewer main shall be a per frontage foot charge of \$33.83 (\$38.90 with 15% Administration Cost) and water main shall be a per frontage foot charge of \$34.10 (\$39.22 with 15% Administration Cost) to the properties indicated on Exhibit A and Exhibit B.

7.) The City and the Owner desire to and intend by this Agreement to provide for collection of the fair pro rata share of the cost of construction of said extensions from the owner(s) of the benefited properties shown on Exhibits A and B who did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, Chapter 35.91 RCW; provided, however, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said systems of which the extensions shown on Exhibits A and B shall become a part under the terms of this Agreement, pursuant to provisions of any City ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirements shall not be deemed an impairment of this Agreement though it may be imposed in such manner as to refuse service to an owner of the benefited property to secure compliance with such requirements of the city.

## B. AGREEMENT

1.) All of the Recitals set forth above are adopted by the parties as material terms of this Agreement.

2.) Owner shall transfer title free and clear of all encumbrances to the extensions shown in Exhibits A and B by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City, which instrument shall contain Owner's warranty that it has good title and the right to convey said extensions, and that it will warrant and defend the City against any claim of interest therein asserted by any third person, that they will guarantee the workmanship and materials in said facilities for a period of one year after date of acceptance by the City, and that they warrant said extensions to be fit for the use for which they are intended.

3.) Owner has furnished the City with an itemized written statement of all costs incurred for the required improvements, including all charges incurred for materials and labor that have been paid by Owner, and Owner warrants there are no liens against the property or improvements.

4.) Owner further warrants that it is the owner in title absolute of the extensions shown in Exhibits A and B, that it has neither permitted nor suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the sum of \$33.83 (\$38.90 with 15% Administration Cost), for sewer, and \$34.10 (\$39.22 with 15% Administration Cost), for water, per lineal front foot is a fair pro rata charge to be assessed against the owner(s) of each parcel within the benefited premises (future service area), as shown on Exhibits A and B who subsequently tap onto or connect to said facility, and to further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions per provisions of Title 60 RCW. In the event any lien or other claim against said extensions is asserted after conveyance to the City, which lien or claim arose on or prior to such conveyance, then the Owner shall defend and save harmless the City from loss on account thereof, and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

5.) In consideration of the conveyance of the extensions shown in Exhibits A and B the City agrees to accept said extensions for maintenance as a part of its facility, after inspection and testing by the City. The City further agrees to collect from the owner(s) of the realty benefited by said line who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair pro rata share of the cost of such construction based upon the sum of \$33.83 (\$38.90 with 15% Administration Cost), for sewer and \$34.10 (\$39.22 with 15% Administration Cost), for water per lineal front foot; unit charges shall be conclusively presumed to be a fair pro rata charge against the benefited parcel(s). In addition to the amounts agreed to be collected by the City in this paragraph, the City shall charge in addition to its usual and ordinary charges made against persons applying for service from said facility a sum equal to fifteen percent of the amount agreed in this paragraph by the City to be collected for Owner from persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping and accounting pursuant to the terms of this Agreement.

6.) The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt of such sums by the City at the address of the Owner as set forth hereinafter or at such other address as the Owner shall provide by Certified mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to locate the owner, after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

7.) In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by the operation of law, the City shall pay any benefits accruing hereunder, after notice, to the successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper and the City shall be discharged further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.

8.) The City agrees not to allow any owner or user of any benefited property as described in Exhibits A and B (future service area) to connect or tap onto said facility without such owner or user having first paid to the City a sum equal to the fair pro rata charges hereinabove set forth.

9.) The City shall be entitled to rely on the provisions of this Agreement with respect to the fairness of the pro rata charges herein provided, and upon the description of the benefited properties set forth in Exhibits A and B (future service area).

10.) The total amount to be reimbursed to Owner under this Agreement shall not exceed \$46,396.19 (the "Maximum Reimbursement Amount"). Upon confirmation by the City and the Owner that the amounts remitted to the Owner pursuant to paragraph are equal to the Maximum Reimbursement Amount, the City shall cease its collection of Latecomer Charges pursuant to this Agreement, and this Agreement shall have no further force or effect.

11.) This Agreement shall become operative upon its being recorded with the Auditor of the County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of twenty years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier, provided, that in the event the additions shown on Exhibits A and B or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction in the absolute judgment of the City Engineer, then the City's obligation to collect for the Owner of the tapping or connection charges provided pursuant to this Agreement shall cease.

12.) All notices under this Agreement shall be writing, and shall be delivered or mailed by certified mail, return receipt requested, and shall be effective as of the date of delivery, on the date of receipt as shown by the return receipt, or three days after the postmark date if there is no return receipt. Notices shall be addressed to the following addresses or to such other address as a party may specify in writing:



|                                                                                                        |                                                                                                           |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>City:</b><br><br>City of Ellensburg<br>City Engineer<br>501 N. Anderson St.<br>Ellensburg, WA 98926 | <b>Owner:</b><br><br>Steve Willard, Manager<br>CBP WA, LLC<br>Ellensburg, WA 98926<br>Phone: 206-660-2738 |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

Owner acknowledges and agrees that commencing every two years from the date this Agreement is executed, it will provide the City with information regarding their current address and telephone number. If the Owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the City may collect any reimbursement funds owed to the property owner under this Agreement, which shall be deposited in the capital fund of the City.

13.) Except as otherwise provided herein, Owner releases and agrees to defend, indemnify and hold harmless the City and all of its elected and appointed officials and its employees from all liability, claims and costs arising in connection with the enforcement of this Agreement, except to the extent resulting from any gross negligence or intentional act or omission of the City or its officers, agents or employees in performance of the Agreement.

14.) Venue and jurisdiction to enforce all obligations under this Latecomer Agreement shall lie in the Kittitas County Superior Court. The obligations of the parties hereunder may not have an adequate remedy by way of an action for damages and may be enforced by an action for specific performance.

15.) In the event a court of competent jurisdiction declares any material provision of this Latecomer Agreement invalid, unconstitutional, or otherwise unenforceable, any party may elect to terminate the remainder of this Agreement. In the event a non-material provision of this Latecomer Agreement is declared invalid, unconstitutional, or otherwise unenforceable, such provisions hereof as are not affected by such declaration shall remain in full force and effect.

16.) This Latecomer Agreement may be modified only by written instrument duly executed by all parties after approval of the Ellensburg City Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals the day and year first above written.

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City Manager



Bill of Sale

In accordance with a Contract for Reimbursement Under Water and Sewer Facilities Act (RCW 35.91) for Sewer and Water Facilities dated November 11, 2024, and recorded with Kittitas County Auditor under Auditors File No. as recorded for and in consideration of the sum of Sixty Four Thousand Four Hundred Ninety Six (\$64,496.00) for the Sewer Main Extension on Tower Street and Fifty One Thousand One Hundred Fifty (\$51,150.00) for the Water Main Extension on Tower Street. CBP WA LLC (hereinafter "CBP WA LLC") does hereby sell, transfer and convey to THE CITY OF ELLENSBURG, a municipal corporation (hereinafter the "City") all CBP WA LLC'S right, title and interest in and to the extensions and oversizing described in Exhibits A and B attached hereto and incorporated herein by reference (hereinafter the "Property".)

CBP WA LLC guarantees that the Property is free and clear of any and all liens; that it has good title and the right to convey said extensions and oversizing, and will warrant and defend the City against any claim of interest therein asserted by a third party; that they guarantee the workmanship and materials in said Property for a period of one year after the date of acceptance by the City; and that they warrant said extensions and oversizing to be fit for the use for which they are intended.

Dated this 11TH day of NOVEMBER, 2024.

CBP WA, LLC

A handwritten signature in blue ink, appearing to read "Steve Willard", written over a horizontal line.

Steve Willard, Manager



P.O. BOX 926  
ELLENSBURG, WA 98926  
509-925-9747 FAX: 509-962-3031

August 28th, 2024

Steve Willard  
CBP WA LLC  
PO Box 1359  
Ellensburg, WA 98926

RE: Tower Street Water and Sewer Cost

Steve,

The following is the cost break down associated with the water and sewer main installation along Tower Street:

|                                                                              |                        |
|------------------------------------------------------------------------------|------------------------|
| <b>8" Water System- 750 Linear feet:</b>                                     | <b>\$51,150.00</b>     |
| Labor:                                                                       | \$10,947.00            |
| Equipment:                                                                   | \$5,775.00             |
| Materials:                                                                   | \$34,778.00            |
| <br><b>8" Sewer Main Including two manholes and 725 linear feet of main:</b> | <br><b>\$49,054.00</b> |
| Labor:                                                                       | \$20,598.00            |
| Equipment:                                                                   | \$12,837.00            |
| Materials:                                                                   | \$15,619.00            |

If you have any questions or need any further information, please feel free to call at your earliest convenience.

Sincerely,

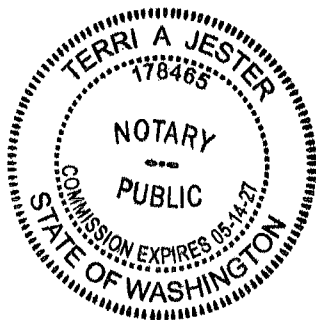
STATE OF WASHINGTON )

) ss.

County of Kittitas )

On this 11<sup>th</sup> day of November, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVE WILLARD, to be known to be the Owner of CBP WA LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Terr A Jester  
(Signature)

Terr A Jester  
(Print name)

Notary Public in and for the State of  
Washington, residing at Ellensburg WA  
My Appointment Expires: MAY 14, 2027



Updated 12/20/2024

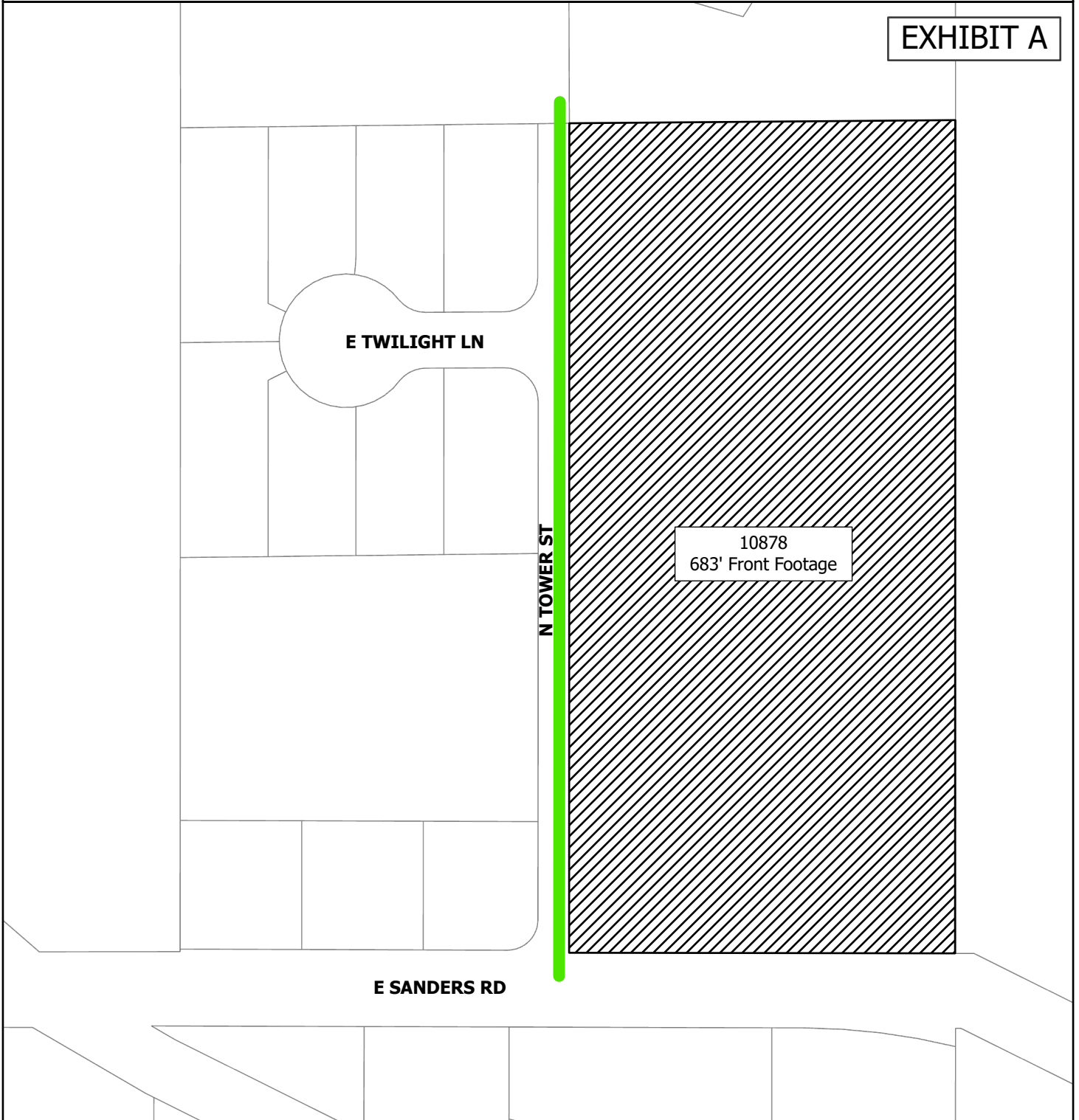
# Reimbursement Agreement

Tower Street  
Project #19-108

Reimbursement Agreement Expires:  
September 22, 2041



EXHIBIT A



Reimbursement Area: Per Front Footage Cost @ \$33.83 plus 15% Administration Cost = \$38.90



Sewer Main Extension: 725 LF of 8" PVC Sewer Main



Updated 12/20/2024

# Reimbursement Agreement

Tower Street  
Project #19-108

Reimbursement Agreement Expires:  
September 22, 2041



EXHIBIT B



Reimbursement Area: Per Front Footage Cost @ \$34.10 plus 15% Administration Cost = \$39.22



Water Main Extension: 750 LF of 8" Ductile Iron Water Main

## 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.

  
Digitally signed by Jerica Pascoe  
Date: 2025.01.28 14:40:15 -08'00'  
**Jerica Pascoe**  
\_\_\_\_\_  
AUDITING OFFICER                      DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **3RD DAY OF FEBRUARY 2025**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

|                      |               |    |               |                      |
|----------------------|---------------|----|---------------|----------------------|
| <b>Claims Fund</b>   |               |    |               | <b>Total Amounts</b> |
| Check #'s            | <b>168884</b> | TO | <b>169038</b> | \$ 990,087.09        |
| EFT #'s              | <b>7256</b>   | TO | <b>7276</b>   | \$ 472,945.07        |
| <b>Treasure Cash</b> |               |    |               | <b>Total Amounts</b> |
| EFT #'S              | <b>962</b>    | TO | <b>983</b>    | \$ 383,414.62        |
| Check #'s            | <b>34259</b>  | TO | <b>34264</b>  | \$ 2,723.00          |
| <b>Payroll Fund</b>  |               |    |               | <b>Total Amounts</b> |
| Check #'s            | <b>96344</b>  | TO | <b>96349</b>  | \$ 4,487.58          |
| Direct Deposits      | <b>83565</b>  | TO | <b>84052</b>  | \$ 524,788.65        |

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

ATTEST: \_\_\_\_\_  
CITY CLERK



| <b>Boards and Commissions</b>              | <b>Affordable Housing Commission</b> | <b>Arts Commission</b> | <b>Civil Service Commission</b> | <b>Diversity, Equity &amp; Inclusion Commission</b> | <b>Environmental Commission</b> | <b>Landmarks and Design Commission</b> | <b>LEOFF Board</b> | <b>Library Board</b> | <b>Lodging Tax Advisory Committee</b> | <b>Parks and Recreation Commission</b> | <b>Planning Commission</b> | <b>Public Transit Advisory Committee</b> | <b>Utility Advisory Committee</b> |
|--------------------------------------------|--------------------------------------|------------------------|---------------------------------|-----------------------------------------------------|---------------------------------|----------------------------------------|--------------------|----------------------|---------------------------------------|----------------------------------------|----------------------------|------------------------------------------|-----------------------------------|
| <b>MEMBERS</b>                             | <b>7</b>                             | <b>7</b>               | <b>3</b>                        | <b>9</b>                                            | <b>7</b>                        | <b>7</b>                               | <b>5</b>           | <b>7</b>             | <b>7</b>                              | <b>7</b>                               | <b>7</b>                   | <b>7</b>                                 | <b>7</b>                          |
| <b>Residency Requirements</b>              | Y                                    | N                      | Y                               | Y                                                   | Y                               | Y                                      | Y                  | Y                    | N                                     | Y                                      | Y                          | N                                        | Y                                 |
| <b>Current Members within City Limits</b>  | 6                                    | 5                      | 3                               | 9                                                   | 5                               | 6                                      | 3                  | 7                    | 2                                     | 4                                      | 6                          | 6                                        | 5                                 |
| <b>Current Members Outside City Limits</b> | 1                                    | 2                      | 0                               | 0                                                   | 0                               | 1                                      | 1                  | 0                    | 3                                     | 0                                      | 0                          | 1                                        | 1                                 |
| <b>Current Members Outside but in UGA</b>  | 0                                    | 0                      | 0                               | 0                                                   | 0                               | 0                                      | 0                  | 0                    | 0                                     | 0                                      | 0                          | 0                                        | 0                                 |
| <b>VACANCIES</b>                           | <b>0</b>                             | <b>0</b>               | <b>0</b>                        | <b>0</b>                                            | <b>2</b><br>1-EHS               | <b>0</b>                               | <b>1</b>           | <b>0</b>             | <b>2</b>                              | <b>3</b>                               | <b>1</b>                   | <b>0</b>                                 | <b>1</b><br>(Tele)                |
| <b>APPLICANTS:</b>                         |                                      |                        |                                 |                                                     |                                 |                                        |                    |                      |                                       |                                        |                            |                                          |                                   |
| Laura Wilson                               |                                      |                        |                                 |                                                     |                                 |                                        |                    |                      |                                       | 1st                                    |                            |                                          |                                   |
| Devin Shea                                 |                                      |                        |                                 |                                                     |                                 |                                        |                    |                      |                                       | 1st                                    |                            |                                          |                                   |
| Charlie Smith                              |                                      |                        |                                 |                                                     |                                 |                                        |                    |                      |                                       | 1st                                    |                            |                                          |                                   |

**From:** [Brad Case](#)  
**To:** [Dustin Davison](#)  
**Subject:** Commission Appointments  
**Date:** Tuesday, January 28, 2025 10:21:12 AM  
**Attachments:** [image001.png](#)  
[FW Ext Online Form Submittal Application for Appointment.msg](#)  
[FW Ext Online Form Submittal Application for Appointment.msg](#)  
[FW Ext Online Form Submittal Application for Appointment.msg](#)

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The following people have applied to, attended a Commission meeting and have been interviewed to serve on the Parks & Recreation Commission; Charlie Smith, Devin Shea, and Laura Wilson. For the last six months the Commission has had four members, making it very difficult to hold a meeting. All the applicants will provide bring their own qualities to the Commission and will be an asset to the community.

Brad Case  
Parks & Recreation Director | **City of Ellensburg**  
501 North Anderson Street | Ellensburg, WA 98926  
P. (509) 925-8639  
[caseb@ellensburgwa.gov](mailto:caseb@ellensburgwa.gov)  
<https://ellensburgwa.gov>



**From:** [Cynthia LaChappelle](#)  
**To:** [Brad Case](#)  
**Subject:** FW: [Ext] Online Form Submittal: Application for Appointment  
**Date:** Wednesday, December 11, 2024 2:16:17 PM

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Hi Brad,  
Please see below application for the Parks Commission. Thank you.

**Sincerely,**

Cyndi LaChappelle  
Executive Assistant to the City Manager | **City of Ellensburg**  
501 North Anderson Street | Ellensburg, WA 98926  
Phone - 509.962.7221  
[lachappellec@ellensburgwa.gov](mailto:lachappellec@ellensburgwa.gov)

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**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Wednesday, December 11, 2024 2:07 PM  
**To:** Cynthia LaChappelle <lachappellec@ci.ellensburg.wa.us>  
**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

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|                      |                                 |
|----------------------|---------------------------------|
| Boards & Commissions | Parks and Recreation Commission |
|----------------------|---------------------------------|

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

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|                    |              |
|--------------------|--------------|
| Name of Applicant: | Laura Wilson |
|--------------------|--------------|

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Address

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|                                |                      |
|--------------------------------|----------------------|
| Mailing Address (If Different) | Field not completed. |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Ellensburg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Washington                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Zip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 98926                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Email Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Phone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Length of Residency in Kittitas County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10+ year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Do you live within the city limits?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>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.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Occupation Status and Background:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>I'm a planner for Perteet Inc., and am active in researching and assisting in the development of guidance and informational documents. Examples include a PROS Plan, Public Participation Plan, and flood analysis. Prior to my role at Perteet Inc., I was a staff planner for the City of Ellensburg for over 9 years. I'm familiar with city government, particularly Ellensburg, the roles of commissions, code development, open public meetings, etc.</p>                                                                                                                         |
| Organization Affiliations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>I am active in my local church, a member of the local quilt guild, and will be re-activating professional memberships with APA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Why are you seeking appointment?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>After leaving the City of Ellensburg, it was still important to be involved and contribute to the community in some way. I'm interested in Parks and Recreation Commission because I know there is a need on that commission and my recent involvement with another municipality's PROS Plan helped me appreciate the importance of community space. I'm equally interested in the Planning Commission because I have first hand experience with the commission and they are an essential piece of making Ellensburg a great place to live through their input on code development.</p> |
| Will you be able to attend meetings regularly if appointed?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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

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Boards & Commissions    Planning Commission

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Boards & Commissions    *Field not completed.*

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

**From:** [Cynthia LaChappelle](#)  
**To:** [Brad Case](#)  
**Subject:** FW: [Ext] Online Form Submittal: Application for Appointment  
**Date:** Friday, January 10, 2025 2:19:48 PM

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Hi Brad,  
Please see below application for the Parks and Rec commission. Thank you.

**Sincerely,**

Cyndi LaChappelle  
Executive Assistant to the City Manager | **City of Ellensburg**  
501 North Anderson Street | Ellensburg, WA 98926  
Phone - 509.962.7221  
[lachappellec@ellensburgwa.gov](mailto:lachappellec@ellensburgwa.gov)

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Friday, January 10, 2025 2:15 PM  
**To:** Cynthia LaChappelle <lachappellec@ci.ellensburg.wa.us>  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

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## Application for Appointment

# Application for Appointment

For volunteering to serve on a Board or Commission

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|                      |                                 |
|----------------------|---------------------------------|
| Boards & Commissions | Parks and Recreation Commission |
|----------------------|---------------------------------|

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

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|                    |            |
|--------------------|------------|
| Name of Applicant: | Devin Shea |
|--------------------|------------|

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Address

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| Mailing Address (If Different) | Field not completed. |
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Ellensburg                                                                                                                                                                                                                                                                                   |
| State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Washington                                                                                                                                                                                                                                                                                   |
| Zip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 98926                                                                                                                                                                                                                                                                                        |
| Email Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                              |
| Phone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                              |
| Length of Residency in Kittitas County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5 years                                                                                                                                                                                                                                                                                      |
| Do you live within the city limits?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                                                                                                                                                                                                                                                                                          |
| <p>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.</p> |                                                                                                                                                                                                                                                                                              |
| Occupation Status and Background:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>I currently work at Central Washington Disability Resources as a youth Transition Coordinator. I have done this for about 1 year. I am also working to get my degree as a teacher through Central Washington University, I have one final class I am working on completing right now.</p> |
| Organization Affiliations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Central Washington Disability Resources, Special Olympics                                                                                                                                                                                                                                    |
| Why are you seeking appointment?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>I love being outside and I think its important for everyone to go outside, enjoy the fresh air and participate in the community that makes Ellensburg great. I want to make sure this is brought forward and our youth can continue to enjoy them for years to come</p>                   |
| Will you be able to attend meetings regularly if appointed?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                                                                                                                                                                                                                                                                                          |
| <p>If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                              |
| Boards & Commissions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <i>Field not completed.</i>                                                                                                                                                                                                                                                                  |
| Boards & Commissions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <i>Field not completed.</i>                                                                                                                                                                                                                                                                  |

**From:** [Cynthia LaChappelle](#)  
**To:** [Brad Case](#)  
**Subject:** FW: [Ext] Online Form Submittal: Application for Appointment  
**Date:** Monday, January 13, 2025 8:43:41 AM

---

Hi Brad,  
Please see application below for Parks and Recreation Commission – Yay!

**Sincerely,**

Cyndi LaChappelle  
Executive Assistant to the City Manager | **City of Ellensburg**  
501 North Anderson Street | Ellensburg, WA 98926  
Phone - 509.962.7221  
[lachappellec@ellensburgwa.gov](mailto:lachappellec@ellensburgwa.gov)

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Saturday, January 11, 2025 9:00 AM  
**To:** Cynthia LaChappelle <lachappellec@ci.ellensburg.wa.us>  
**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 | Parks and Recreation Commission |
|----------------------|---------------------------------|

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

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|                    |               |
|--------------------|---------------|
| Name of Applicant: | Charlie Smith |
|--------------------|---------------|

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Address

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|                                |                      |
|--------------------------------|----------------------|
| Mailing Address (If Different) | Field not completed. |
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Ellensburg                                                                                                                                                                                                                                 |
| State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | WA                                                                                                                                                                                                                                         |
| Zip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 98926                                                                                                                                                                                                                                      |
| Email Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                            |
| Phone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                            |
| Length of Residency in Kittitas County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10 years 3 months                                                                                                                                                                                                                          |
| Do you live within the city limits?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                                                                                                                                                                                                                                        |
| <p>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.</p> |                                                                                                                                                                                                                                            |
| Occupation Status and Background:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Operations Manager for Starbucks Coffee Company                                                                                                                                                                                            |
| Organization Affiliations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Kittitas County Chamber of Commerce (past President of the Board, term ended 12/31/2024.)<br>Habitat for Humanity<br>Alumni Eastern Washington University                                                                                  |
| Why are you seeking appointment?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | I have 3 children who regularly use our parks. My daughter signed up for indoor soccer just before the Field House was burnt down by the arsonist and I would love to see the new one built while my children are, well, still children... |
| Will you be able to attend meetings regularly if appointed?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                                                                                                                                                                                                                                        |
| <p>If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                            |
| Boards & Commissions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Planning Commission                                                                                                                                                                                                                        |
| Boards & Commissions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Lodging Tax Advisory Committee                                                                                                                                                                                                             |



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Public hearing (legislative) to consider Resolution 2025-02, amending the City’s Six-Year Transportation Improvement Plan (TIP) for 2025-2030; revising grant funded projects. (Public Comment Opportunity)

**Submitted by:** Josh Mattson, Assistant City Engineer

**Department:** Public Works & Utilities

**Suggested Motion/Action:**  
Move to adopt the Resolution amending the 2025-2030 Six-Year TIP, authorize the Mayor and staff to execute any and all necessary WSDOT federal grant paperwork associated with the ‘Vantage Highway Shared Use Pathway’ and the ‘3rd Avenue Paverstone Pathway and Historic Lighting’ projects, and approve the requested supplemental budget adjustments for both projects.

**Background/Summary:**  
Staff recently received confirmation from Kittitas County of secured grant funding for the ‘Vantage Highway Shared Use Pathway’ project and from the QUADCO Regional Transportation Planning Organization (RTPO) of secured grant funding for the ‘3<sup>rd</sup> Ave Paverstone Pathway and Historic Lighting’ project.

Staff would now like to amend the resolution which previously approved the City of Ellensburg’s current 2025-2030 Six-Year Transportation Improvement Plan (TIP), to show that funding has been secured for both projects and update the project names and budgets. In addition, staff is requesting Council to authorize the Mayor and staff to execute the necessary grant paperwork associated with these projects.

**Previous Council Action:**  
On June 3, 2024, Council conducted a public hearing and adopted the current 2025-2030 Six-Year TIP through Resolution 2024-17.

**Analysis:**  
The Vantage Highway Shared Use Pathway project will install curb, gutter, and sidewalk on the north side and a shared use pathway on the south side of Vantage Highway from Alder Street to the west end of the Gateway II project’s planned frontage improvements at Vista Road. Nearly \$1.9M in federal Surface Transportation Block Grant (STBG) funds administered through Kittitas County were secured for the Vantage Highway Shared Use Pathway project.

The 3rd Avenue Paverstone Pathway and Historic Lighting project, will replace the existing

sidewalk on the north side of 3rd Avenue with a paverstone pathway and updated historic 3-globe lighting from Water Street to the historic train depot. About \$432,00 in federal STBG Set-aside Program (TA) Funds administered through the QUADCO RTPO were secured for the project.

Prior to having federal funds obligated and available for reimbursement, the Washington State Department of Transportation (WSDOT) requires agencies' TIPs to accurately reflect each project and its funding. TIP project #31, 'University Way Sidewalks – Brick Rd. to Vista Rd.' will be revised to 'Vantage Highway Shared Use Pathway', shown with secured funding and an updated budget. The TIP funding allocation will be revised to show \$1,878,000 for the federal STBG grant award and \$440,000 in local match. The project is planned for engineering design in 2025 and construction in 2026.

TIP project #34, '3rd Ave Paverstone Pathway and Historic Lighting – Water St. to Depot' will be revised to '3rd Avenue Paverstone Pathway and Historic Lighting', shown with secured funding and an updated budget. The TIP funding allocation will be revised to show \$432,000 for the STBG (TA) grant award and \$433,000 in local match. This project is also planned for engineering design in 2025 and construction in 2026.

**Financial Impact:**

Required City matching funding for the Vantage Highway Shared Use Pathway project for design in 2025 is \$60,000 and for construction in 2026 is \$380,000. Staff is requesting a supplemental budget increase in 2025 of \$20,000 each for the Sidewalk Fund, Traffic Impact Fee Fund, and the Arterial Street Fund. Staff is also requesting a supplemental budget increase in 2026 of \$147,000 each for the Sidewalk Fund, Traffic Impact Fee Fund, and the Arterial Street Fund. Adequate funds exist and the ending fund balances will be reduced.

Required City matching funds for the 3rd Ave Paverstone Pathway project for design in 2025 is \$20,000 and for construction in 2026 is \$433,000. Staff is requesting a supplemental budget increase for the Transit Fund in 2025 of \$20,000 and in 2026 of \$433,000. Adequate funds exist and the ending fund balance will be reduced.

Budget Adjustment: Yes

**Attachments:**

1. Resolution 2025-2030 Six-Year TIP Amendment
2. Kittitas County STBG Award Notice
3. 3rd Ave Paverstones Grant Award Letter
4. 2025-2030 Six Year TIP Exhibit A - Amendment #1

**RESOLUTION NO. 2025-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG amending Resolution 2024-17 regarding the City of Ellensburg's six-year Transportation Improvement Plan (TIP) for the years 2025 to 2030, inclusive, as recommended to the City Council by the Public Works and Utilities Department.

WHEREAS, the Ellensburg City Council adopted Resolution 2024-17, which approved the City's Six-Year TIP for the years 2025-2030; and

WHEREAS, City staff recently received confirmation of secured grant funding for the 'Vantage Highway Shared Use Pathway' project and the '3<sup>rd</sup> Ave Paverstone Pathway and Historic Lighting' project; and

WHEREAS, City staff recommends updating the name of the Vantage Highway Shared Use Pathway project (TIP project #31) and updating the name of the 3<sup>rd</sup> Ave Paverstone Pathway and Historic Lighting project (TIP project #34); and

WHEREAS, the Ellensburg City Council held a public hearing on said Plan at its regularly scheduled February 3, 2025 meeting, in the manner required by law;

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

Section 1. The 2025-2030 Six-Year TIP as adopted in Resolution 2024-17 is amended, as attached hereto, to rename the 'University Way Sidewalks – Brick Rd. to Vista Rd.' project #31 to the 'Vantage Highway Shared Use Pathway' project with secured funding and update the budget for this revised project.

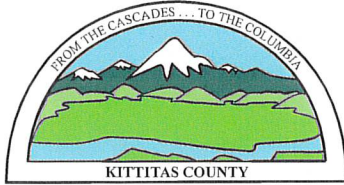
Section 2. The 2025-2030 Six-Year TIP as adopted in Resolution 2024-17 is amended, as attached hereto, to rename the '3<sup>rd</sup> Ave Paverstone Pathway and Historic Lighting – Water St. to Depot' project #34 to the '3<sup>rd</sup> Ave Paverstone Pathway and Historic Lighting' project with secured funding and update the budget for this revised project.

ADOPTED by the City Council of the City of Ellensburg this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

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December 31, 2024

Derek Mayo, City Engineer  
City of Ellensburg Public Works and Utilities  
501 N. Anderson St.  
Ellensburg, WA 98926

RE: Kittitas County Region STBG Regional Federal Funds FFY 2025-2027

Dear Mr. Derek Mayo:

I am pleased to notify you that City of Ellensburg has been selected to receive FFY 2025-2027 Surface Transportation Block Grant (STBG) Regional federal funds in the amount of \$1,878,207.00 for the following project:

Vantage Highway Shared Use Pathway

This project was selected as one of the regional priorities within Kittitas County in accordance with Washington State Department of Transportation (WSDOT) guidelines for programming STBG funds). The City of Ellensburg's project must be identified in the State Transportation Improvement Plan (STIP) prior to obligation of federal funds.

STBG funding is allocated each Fiscal Year, and funding of this project and other STBG awarded projects will occur as funds become available from WSDOT. You will be required to work with Kittitas County, providing project progress updates, to ensure timely obligation and expenditures of funds.

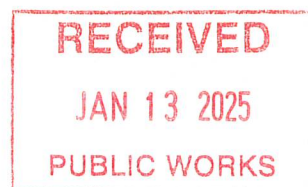
Please find a copy of Resolution No. 2021-204 enclosed. If you have any questions or concerns, please contact Kelee Hodges at (509) 962-7051 or via email at [kelee.hodges.pw@co.kittitas.wa.us](mailto:kelee.hodges.pw@co.kittitas.wa.us).

Sincerely,

Kelee Hodges, Environmental/Transportation Planner

cc: Seth Walker, WSDOT Local Programs  
Josh Fredrickson, Public Works Director

Attachments: Resolution 2024-215



CHAIRMAN:  
Josh Fredrickson, Director  
Kittitas County Dept. of Public Works  
411 N. Ruby St., Suite 1  
Ellensburg, WA 98926  
(509) 962-7523

LEAD AGENCY:  
Kittitas County  
Department of Public Works  
411 N. Ruby St., Suite 1  
Ellensburg, WA 98926  
(509) 962-7523

**QUADCO RTPO**  
Quad County  
Regional Transportation Planning Organization

November 15, 2024

Derek Mayo, City Engineering Services Manager  
City of Ellensburg  
501 N. Anderson  
Ellensburg, WA 98926

RE: Surface Transportation Block Grant Set-aside Program (TA) Application  
3<sup>rd</sup> Ave Paverstone Pathway and Historic Lighting

Dear Derek,

Congratulations! Your project has been approved for STBG (TA) funding in the amount of \$432,232 to develop and construct the above-mentioned project.

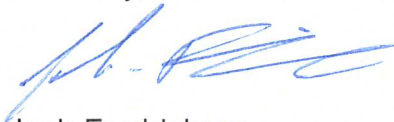
STBG-TA Set-Aside funds are available for obligation for a period of three years after the last day of the fiscal year for which the funds are authorized. Set-Aside funds are subject to the annual obligation limitation imposed on the Federal-aid Highway Program.

Please contact your regional Highways and Local Programs Engineer at WSDOT for the next step in the process.

Beginning July 1, 2025, Lincoln County will be the Lead Agency contact for QUADCO. Please keep them informed about your progress.

Please complete the attached Acknowledgement Form and return to Lead Agency at your earliest convenience.

Sincerely,



Josh Fredrickson  
QUADCO RTPO Chair  
Kittitas County Public Works, Lead Agency

cc: Phil Nugent, South Central Region





# EXHIBIT A

| CITY OF ELLENSBURG<br>6-YEAR TRANSPORTATION IMPROVEMENT PLAN<br>2025 TO 2030 (INCLUDES CURRENT WORK COMPLETED IN 2024) |                                                                                           |       | PUBLIC HEARING DATE: 2/3/2025<br>ADOPTION DATE: 2/3/2025<br>RESOLUTION NO. 2025-02 |        |        |       |       |        |        |         |  |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------|--------|--------|-------|-------|--------|--------|---------|--|
| REVENUE BY YEAR (thousands)                                                                                            |                                                                                           |       |                                                                                    |        |        |       |       |        |        |         |  |
| SOURCE                                                                                                                 |                                                                                           | 2024* | 2025                                                                               | 2026   | 2027   | 2028  | 2029  | 2030   |        | TOTALS  |  |
| ARTERIAL STREET                                                                                                        |                                                                                           | 269   | 266                                                                                | 234    | 395    | 613   | 45    | 118    |        | 1,940   |  |
| REGIONAL STBG                                                                                                          |                                                                                           | 1,167 | 283                                                                                | 2,027  | 0      | 0     | 0     | 750    |        | 4,227   |  |
| SALES TAX RESERVE                                                                                                      |                                                                                           | 288   | 107                                                                                | 918    | 350    | 925   | 1,055 | 500    |        | 4,143   |  |
| FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS                                                              |                                                                                           | 0     | 127                                                                                | 3,325  | 0      | 150   | 1,100 | 250    |        | 4,952   |  |
| WSDOT SAFETY PROGRAM                                                                                                   |                                                                                           | 0     | 0                                                                                  | 0      | 4,350  | 1,800 | 0     | 0      |        | 6,150   |  |
| TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs                                                                |                                                                                           | 1,327 | 886                                                                                | 950    | 815    | 1,000 | 3,475 | 2,800  |        | 11,253  |  |
| DISTRESSED COUNTY SALES/USE TAX                                                                                        |                                                                                           | 34    | 110                                                                                | 134    | 0      | 0     | 609   | 0      |        | 887     |  |
| 1/4 CENT REAL ESTATE EXCISE TAX                                                                                        |                                                                                           | 855   | 171                                                                                | 459    | 160    | 722   | 354   | 22     |        | 2,743   |  |
| MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS                                                                            |                                                                                           | 353   | 0                                                                                  | 0      | 0      | 0     | 475   | 0      |        | 828     |  |
| DOE FISCAL YEAR WATER QUALITY GRANT                                                                                    |                                                                                           | 360   | 515                                                                                | 3,375  | 0      | 0     | 0     | 0      |        | 4,250   |  |
| COUNTY LODGING TAX GRANT                                                                                               |                                                                                           | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 67     |        | 67      |  |
| LOCAL LODGING TAX FUNDS                                                                                                |                                                                                           | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 66     |        | 66      |  |
| TRANSIT                                                                                                                |                                                                                           | 50    | 20                                                                                 | 414    | 865    | 0     | 0     | 0      |        | 1,348   |  |
| OTHER AGENCY OR CITY DEPARTMENT                                                                                        |                                                                                           | 1,521 | 330                                                                                | 900    | 1,000  | 500   | 1,062 | 300    |        | 5,613   |  |
| LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS                                                                           |                                                                                           | 0     | 0                                                                                  | 4,700  | 0      | 3,905 | 695   | 8,200  |        | 17,500  |  |
| TRAFFIC IMPACT FEES                                                                                                    |                                                                                           | 0     | 627                                                                                | 276    | 2,632  | 0     | 990   | 1,370  |        | 5,895   |  |
| NOT FUNDED                                                                                                             |                                                                                           | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 0      |        | 0       |  |
| TOTAL REVENUE                                                                                                          |                                                                                           | 6,224 | 3,440                                                                              | 17,713 | 10,567 | 9,615 | 9,860 | 14,443 |        | 71,862  |  |
| Funding (S/P)                                                                                                          | EXPENDITURES BY YEAR (thousands)                                                          |       |                                                                                    |        |        |       |       |        |        |         |  |
|                                                                                                                        | PROJECT                                                                                   | 2024* | 2025                                                                               | 2026   | 2027   | 2028  | 2029  | 2030   | Future | TOTALS  |  |
| 1                                                                                                                      | S/P Bridge Inspections                                                                    | 5     | 5                                                                                  | 5      | 5      | 5     | 5     | 5      | 0      | 35      |  |
| 2                                                                                                                      | S/P Engineering Transfer                                                                  | 15    | 15                                                                                 | 15     | 15     | 15    | 15    | 15     | 0      | 105     |  |
| 3                                                                                                                      | S/P Signal Optimization                                                                   | 25    | 25                                                                                 | 25     | 25     | 25    | 25    | 25     | 0      | 175     |  |
| 4                                                                                                                      | S/P Alley Reconstruction (Semi-Annual)                                                    | 80    | 0                                                                                  | 85     | 0      | 90    | 0     | 95     | 0      | 350     |  |
| 5                                                                                                                      | S Pfennig Road Shared Use Pathway - 3rd Ave to Palouse to Cascades Trail                  | 526   | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 526     |  |
| 6                                                                                                                      | S Brick Rd Improvements - Radio Rd to McElroy Park Trail                                  | 1,540 | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 1,540   |  |
| 7                                                                                                                      | S Pfennig Rd Sidewalk - 240' North of Vantage Hwy to Radio Rd                             | 1,251 | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 1,251   |  |
| 8                                                                                                                      | S Alder St Sidewalk - One Side - 1st Ave to 3rd Ave (Complete Streets)                    | 170   | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 170     |  |
| 9                                                                                                                      | S 15th Ave Sidewalk Improvements - Cora St to Columbia St - North Side (Complete Streets) | 360   | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 360     |  |
| 10                                                                                                                     | S University Way Overlay - (BNSF To Cle Elum St)                                          | 1,017 | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 1,017   |  |
| 11                                                                                                                     | S 5th Ave CBD Paverstone Sidewalk and Street Tree Impr. (N. Side Water to Main St)        | 200   | 0                                                                                  | 0      | 0      | 0     | 0     | 0      | 0      | 200     |  |
| 12                                                                                                                     | S Mountain View Ave and Bull Rd/Willow St Intersection Enhancements                       | 75    | 750                                                                                | 0      | 0      | 0     | 0     | 0      | 0      | 825     |  |
| 13                                                                                                                     | S/P Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction) | 450   | 0                                                                                  | 5,450  | 0      | 0     | 0     | 0      | 0      | 5,900   |  |
| 14                                                                                                                     | S University Way Gateway II - Vista Rd to east City Limits                                | 510   | 515                                                                                | 5,125  | 0      | 0     | 0     | 0      | 0      | 6,150   |  |
| 15                                                                                                                     | S/P Capitol Ave Sidewalk Replacement - Main St. to Sampson St.                            | 0     | 100                                                                                | 0      | 110    | 0     | 130   | 0      | 0      | 340     |  |
| 16                                                                                                                     | P Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main St          | 0     | 1,416                                                                              | 0      | 0      | 0     | 0     | 0      | 0      | 1,416   |  |
| 17                                                                                                                     | P Recon. Trail and Sidewalk Extension - PTC to Bender and Hannah to Whiskey Bend          | 0     | 250                                                                                | 2,791  | 0      | 0     | 0     | 0      | 0      | 3,041   |  |
| 18                                                                                                                     | P Canyon Rd Overlay - Umptanum to Mountain View Ave                                       | 0     | 0                                                                                  | 280    | 0      | 0     | 0     | 0      | 0      | 280     |  |
| 19                                                                                                                     | P Alder St Sidewalk - One Side - 3rd Ave to Craig Ave                                     | 0     | 0                                                                                  | 80     | 0      | 100   | 0     | 0      | 0      | 180     |  |
| 20                                                                                                                     | P 1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side                    | 0     | 0                                                                                  | 234    | 0      | 0     | 0     | 0      | 0      | 234     |  |
| 21                                                                                                                     | P Palouse to Cascades Reconnect Trail - Sanders to Airport                                | 0     | 0                                                                                  | 804    | 0      | 0     | 0     | 0      | 0      | 804     |  |
| 22                                                                                                                     | P University Way Overlay - Cle Elum St to east City Limits                                | 0     | 0                                                                                  | 0      | 2,215  | 0     | 0     | 0      | 0      | 2,215   |  |
| 23                                                                                                                     | P Wildcat Way and 18th Intersection Enhancements                                          | 0     | 0                                                                                  | 0      | 756    | 0     | 0     | 0      | 0      | 755     |  |
| 24                                                                                                                     | P Anderson Rd and Umptanum Rd Intersection Enhancements                                   | 0     | 0                                                                                  | 0      | 1,252  | 0     | 0     | 0      | 0      | 1,252   |  |
| 25                                                                                                                     | P University Way and Water Street Intersection Enhancements and Widening                  | 0     | 0                                                                                  | 0      | 3,270  | 0     | 0     | 0      | 0      | 3,270   |  |
| 26                                                                                                                     | P Mountain View Ave and Ruby St Intersection Enhancements and Widening                    | 0     | 0                                                                                  | 0      | 2,920  | 0     | 0     | 0      | 0      | 2,920   |  |
| 27                                                                                                                     | P Walnut St and 18th Bike Lane - Dean Nicholson to Alder St                               | 0     | 0                                                                                  | 0      | 0      | 150   | 0     | 0      | 0      | 150     |  |
| 28                                                                                                                     | P Water St. Overlay - University Way to Helena                                            | 0     | 0                                                                                  | 0      | 0      | 1,550 | 0     | 0      | 0      | 1,550   |  |
| 29                                                                                                                     | P Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave                                 | 0     | 0                                                                                  | 0      | 0      | 4,300 | 0     | 0      | 0      | 4,300   |  |
| 30                                                                                                                     | P Umptanum Shared Use Pathway - Wilson Cr to IRRP                                         | 0     | 0                                                                                  | 0      | 0      | 2,100 | 0     | 0      | 0      | 2,100   |  |
| 31                                                                                                                     | S Vantage Highway Shared Use Pathway                                                      | 0     | 325                                                                                | 1,993  | 0      | 0     | 0     | 0      | 0      | 2,318   |  |
| 32                                                                                                                     | P Industrial Way Improvements - LID                                                       | 0     | 0                                                                                  | 0      | 0      | 1,280 | 0     | 0      | 0      | 1,280   |  |
| 33                                                                                                                     | P Canyon Rd and Umptanum Rd Intersection Enhancements and Widening                        | 0     | 0                                                                                  | 0      | 0      | 0     | 3,390 | 0      | 0      | 3,390   |  |
| 34                                                                                                                     | S 3rd Ave. Paverstone Sidewalks and Historic Lighting                                     | 0     | 39                                                                                 | 826    | 0      | 0     | 0     | 0      | 0      | 865     |  |
| 35                                                                                                                     | P Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.                              | 0     | 0                                                                                  | 0      | 0      | 0     | 1,525 | 0      | 0      | 1,525   |  |
| 36                                                                                                                     | P Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits                     | 0     | 0                                                                                  | 0      | 0      | 0     | 1,170 | 0      | 0      | 1,170   |  |
| 37                                                                                                                     | P City to Canyon Trail - Umptanum Rd to Tjossem Rd                                        | 0     | 0                                                                                  | 0      | 0      | 0     | 3,600 | 0      | 0      | 3,600   |  |
| 38                                                                                                                     | P 3rd Ave and Ruby St Intersection Enhancements                                           | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 890    | 0      | 890     |  |
| 39                                                                                                                     | P Large Scale Wayfinding Implementation Project                                           | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 133    | 0      | 133     |  |
| 40                                                                                                                     | P 14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way             | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 480    | 0      | 480     |  |
| 41                                                                                                                     | P Mountain View Overlay - Canyon to Willow                                                | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 1,500  | 0      | 1,500   |  |
| 42                                                                                                                     | P Helena Ave Extension - PTC Trail to Dry Cr Rd                                           | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 4,100  | 0      | 4,100   |  |
| 43                                                                                                                     | P Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)                   | 0     | 0                                                                                  | 0      | 0      | 0     | 0     | 7,200  | 0      | 7,200   |  |
| 44                                                                                                                     | P Chestnut St and Walnut St Bike and Ped Improvements                                     |       |                                                                                    |        |        |       |       |        | 263    | 263     |  |
| 45                                                                                                                     | P 8th Ave LID (University Way to Maple St)                                                |       |                                                                                    |        |        |       |       |        | 1,061  | 1,061   |  |
| 46                                                                                                                     | P Trail Connection - 5th Ave to University Way (near CWU)                                 |       |                                                                                    |        |        |       |       |        | 250    | 250     |  |
| 47                                                                                                                     | P 5th and Ruby Intersection Enhancements and Widening                                     |       |                                                                                    |        |        |       |       |        | 741    | 741     |  |
| 48                                                                                                                     | P Anderson/Umptanum/Railroad Ave. Road Widening/Overlay                                   |       |                                                                                    |        |        |       |       |        | 7,310  | 7,310   |  |
| 49                                                                                                                     | P Helena Ave and Walnut St Intersection Enhancements and Widening                         |       |                                                                                    |        |        |       |       |        | 740    | 740     |  |
| 50                                                                                                                     | P Circle the City Trail - Enterprise Way to Faust Rd                                      |       |                                                                                    |        |        |       |       |        | 4,200  | 4,200   |  |
| 51                                                                                                                     | P Main St Sidewalk Improvements - University Way to 14th Ave                              |       |                                                                                    |        |        |       |       |        | 1,450  | 1,450   |  |
| 52                                                                                                                     | P Helena Ave and Water St Intersection Enhancements and Widening                          |       |                                                                                    |        |        |       |       |        | 936    | 936     |  |
| 53                                                                                                                     | P Manitoba Ave and Ruby St Intersection Enhancements and Realignment                      |       |                                                                                    |        |        |       |       |        | 1,332  | 1,332   |  |
| 54                                                                                                                     | P University Way and Alder St Intersection Enhancements and Widening                      |       |                                                                                    |        |        |       |       |        | 1,558  | 1,558   |  |
| 55                                                                                                                     | P Currier Creek Pathway - Univ. Way to Reece Cr Rd to Currier Cr to PTC                   |       |                                                                                    |        |        |       |       |        | 2,750  | 2,750   |  |
| 56                                                                                                                     | P University Way and Main St Intersection Enhancements and Widening                       |       |                                                                                    |        |        |       |       |        | 3,338  | 3,338   |  |
| 57                                                                                                                     | P Water St and Bender Rd Intersection Enhancements                                        |       |                                                                                    |        |        |       |       |        | 966    | 966     |  |
| 58                                                                                                                     | P Airport Rd and Bender Rd Intersection Enhancements                                      |       |                                                                                    |        |        |       |       |        | 1,008  | 1,008   |  |
| 59                                                                                                                     | P Capitol Ave and Chestnut St Intersection Enhancements                                   |       |                                                                                    |        |        |       |       |        | 672    | 672     |  |
| 60                                                                                                                     | P Canyon Rd Sidewalk - 190 to Berry Rd to Existing Sidewalk on Berry Rd                   |       |                                                                                    |        |        |       |       |        | 540    | 540     |  |
| 61                                                                                                                     | P Sanders Rd and Alder St Intersection Enhancements                                       |       |                                                                                    |        |        |       |       |        | 665    | 665     |  |
| 62                                                                                                                     | P Capitol Ave and Willow St Intersection Enhancements                                     |       |                                                                                    |        |        |       |       |        | 524    | 524     |  |
| 63                                                                                                                     | P 15th Ave and Cora St Intersection Enhancements                                          |       |                                                                                    |        |        |       |       |        | 432    | 432     |  |
| 64                                                                                                                     | P 18th Ave and Alder St Intersection Enhancements                                         |       |                                                                                    |        |        |       |       |        | 720    | 720     |  |
| TOTAL EXPENDITURE                                                                                                      |                                                                                           | 6,224 | 3,440                                                                              | 17,713 | 10,568 | 9,615 | 9,860 | 14,443 | 31,456 | 103,318 |  |
| ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2024))                                                                   |                                                                                           | 1,740 | 1,591                                                                              | 1,445  | 1,331  | 1,056 | 563   | 638    |        |         |  |
| EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER                                                                    |                                                                                           | 120   | 120                                                                                | 120    | 120    | 120   | 120   | 120    |        |         |  |
| ARTERIAL STREET FUND ENDING BALANCE                                                                                    |                                                                                           | 1,591 | 1,445                                                                              | 1,331  | 1,056  | 563   | 638   | 640    |        |         |  |

\*Current year projects shown for accounting purposes.

\*\*TIP plans calls for road widening/impr. projects to be funded from Sales Tax Reserve, to replace the Federal STP funding which is now shown for potential asphalt overlay funding.  
(Average annual need to overlay the arterial street system on a 15 year cycle is in excess of \$1,380,500 per year.)



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Consider Title 9 Utilities Code Amendments and First Reading of Ordinance 4954 (Public Comment Opportunity)

**Submitted by:** Lily Frey, Housing and Grants Manager

**Department:** Community Development

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**Suggested Motion/Action:**  
Move to conduct first reading of Ordinance 4954, allowing for the waiver of sewer plant investment fees and/or water plant investment and meter fees, in circumstances identified in the ordinance.

**Background/Summary:**  
RCW 35.92.385 authorizes municipalities to offer utility connection charge waivers for affordable housing developments and emergency shelters. RCW 35.92.385 requires replacement waived fees from another revenue source. The ordinance references the primary sources of reimbursement (grant or affordable housing sales tax funds), though other replacement sources could be identified at a later point.

In 2019, the City adopted Ordinance 4845, a traffic impact fee waiver for affordable housing (later expanded to include early learning centers - Ordinance 4876 in 2021), which allows the project developer to apply to the Director of Public Works and Utilities to determine project eligibility for the waiver, who then refers the application to Council to review and grant or deny any waiver application.

In 2023 and 2024, the City of Ellensburg received funding from the Connecting Housing to Infrastructure (CHIP) program through the Department of Commerce for Habitat for Humanity's Stuart Meadows project. The City has also applied for CHIP grant funds for additional affordable housing developments in 2023 and 2024. The CHIP grant allows for reimbursement of waived connection charges (water and sewer plant impact fees and water meter fees) only if there is a fee waiver ordinance in place. The CHIP grant also funds water, sewer and stormwater utility improvements for awarded affordable housing developments. Establishing a utility connection charge waiver would slightly increase City projects' competitiveness for CHIP grants.

On January 16, 2025, the Utility Advisory Committee favorably recommended the draft ordinance to Council.

On January 21, 2025, the City received notification of a CHIP award for the Pathways Place project, including funds for waived water and sewer connection fees.



**Previous Council Action:**

On October 21, 2024, Council authorized the mayor to sign a letter of intent to enact an ordinance providing for water and sewer connection charge waivers consistent with RCW 35.92.385. This letter was submitted as part of the City's applications for CHIP funding in the current cycle.

**Analysis:**

This draft ordinance would allow the City to receive CHIP grants to reimburse waived sewer plant investment fees and/or water plant investment and meter fees. It would also increase our competitiveness for CHIP grants to support housing infrastructure connections.

Council would be responsible for reviewing and determining the waived fees for any qualified applications. Affordable housing sales tax funds are available to replace waived fees for most developments if CHIP funding is not awarded. Projects for homeowners who qualify at the level of 60-80% of the area median income (AMI) are considered affordable housing eligible for utility connection waivers under RCW 35.92.385, but not an allowable expense of affordable housing funds under RCW 82.14.530, which authorizes the sales and use tax for housing and related services if the projects targeted at populations below 60% or below the AMI. If projects in this category do not receive CHIP grant funding, Council would need to deny the waiver application unless an alternate replacement funding source is identified.

**Financial Impact:**

Waived utility funds will be reimbursed from grant funds or affordable housing sales and use tax funds, or other sources as appropriate.

Budget Adjustment: No

**Attachments:**

1. Connection fee waiver ordinance 4954 (1st reading)

ORDINANCE NO. 4954

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON AMENDING TITLE 9 OF THE ELLENSBURG MUNICIPAL CODE REGARDING AN EXEMPTION FOR WATER AND SEWER UTILITY CONNECTION FEES FOR AFFORDABLE HOUSING.

WHEREAS, the Washington State Legislature authorized waiver or delay of collection of utility connection fees for qualified affordable housing through adoption of RCW 35.92.380; and

WHEREAS the voters of Ellensburg, in 2017, approved a ballot measure imposing sales and use tax for housing and related services within the City of Ellensburg, as authorized by RCW 82.14.530; and

WHEREAS, affordable housing projects which receive financial assistance from the City and State are subject to income, rent and price restrictions enforced through recorded covenants, ensuring affordability but also limiting funds available for development costs; and

WHEREAS, exemption of utility connection fees will enable affordable housing projects to become more economically viable and encourage production of more affordable housing units; and

WHEREAS, exemption of connection charges is categorically exempt from review under the State Environmental Policy Act;

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

**Section 1. Chapter 9.30.020 of the Ellensburg City Code, as last amended by Ordinance 4855, is hereby amended to read as follows:**

**9.30.020 - Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

Affordable housing means residential housing whose monthly costs, including utilities other than telephone, do not exceed thirty percent of the monthly income of a household whose income is:

A. For rental housing, 60 percent of the median household income adjusted for household size, for Kittitas County, as reported by the United States Department of Housing and Urban Development; or

B. For owner-occupied housing, 80 percent of the median household income adjusted for household size, for Kittitas County, as reported by the United States Department of Housing and Urban Development.

*BOD (biochemical oxygen demand)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.

*Debt service coverage* or *DSC* means the result of a calculation dividing a utility's margin (profit) for the year by the utility's annual debt payment.

*Domestic strength wastewater* means wastewater having a BOD of 200 milligrams per liter and suspended solids of 250 milligrams per liter.

*Electric demand* means the maximum KW delivered during a 15-minute period in which the consumption of energy is the greatest during the month.

*Emergency shelter* means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

*Income* means all moneys received by the claimant from any source. It includes, but is not limited to: wages, railroad retirement, Social Security benefits, investment income in the form of dividends from stock, interest on savings accounts and bonds, capital gains, gifts and inheritances, net rental income from real estate, disability payments, retirement pay and annuities. Reimbursement for losses shall not be considered as income.

*Low-income disabled citizen* means a person with a combined household income at or below 125 percent of the federally established poverty level who:

- A. Provides documentation of disability from the Social Security Administration of the federal government;
- B. Qualifies for special parking privileges under RCW 46.19.010(a) through (j);
- C. Demonstrates through documentation from a qualified medical professional that he or she has a disability identified in RCW 46.19.010(a) through (j); or
- D. Qualifies as a blind person as defined in RCW 74.18.020.

*Low-income senior citizen* means a person who is 65 years of age or older with a combined household income at or below 125 percent of the federally established poverty level.

*Nonprofit agencies serving the disadvantaged* means agencies with a 501(c)(3) tax exempt designation from the Internal Revenue Service (IRS), a majority of whose clients/customers:

- A. Qualify for the low-income senior citizen rate;
- B. Are persons with disabilities of the types recognized by the city for determining eligibility for the low-income disabled citizen rate, regardless of their actual income level; or
- C. Are persons from families determined to be low income as defined by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 USC Section 9902(2).

*Power factor or PF* means the ratio of the real power to the apparent power, and is a number between zero and one. "Real power" is the capacity of the circuit for performing work in a particular time. "Apparent power" is the product of the current and voltage of the circuit.

*Purchased gas cost adjustment* means the average cost of gas per Ccf paid by the city (including current city and state taxes per Ccf) the month prior to the billing month.

(Ord. 4855 § 1, 2020; Ord. 4844 § 1, 2019; Ord. 4650 § 1, 2013; Ord. 4571 § 1, 2010; Ord. 4555 § 1, 2009; Ord. 4503 § 2, 2007)

**Section 2. Chapter 9.30 of the Ellensburg City Code is amended to add a new section to read as follows:**

**9.30.040 Water and sewer plant investment and meter fee waivers**

A. The director of public works is authorized to determine whether a particular development activity falls within an exemption from specific utility fees identified in this section or under other applicable law.

B. Affordable housing and emergency shelter, as defined in ECC 9.30.020, may qualify for an exemption from the payment of sewer plant investment fees and/or water plant investment and meter fees, subject to the following:

1. Any application for an exemption under this section must be made before payment of the sewer plant investment fees and/or water plant investment and meter fees. Any application not so made shall be deemed ineligible.

2. The application for affordable housing exemption must be accompanied by a draft covenant against the property guaranteeing that the affordable housing requirement will continue for a period of not less than 25 years. Before final approval of the exemption by the city council, the city shall approve the form of the lien and covenant. Within ten days of exemption approval, the applicant shall execute and record the approved lien and covenant with the county auditor at the applicant's cost. The lien and covenant shall run with the land. If an application is approved, the applicant shall enter into a contract with the city regarding the terms and conditions of the exemption.

3. The application for emergency shelter exemption must be accompanied by an operating agreement or plan for the shelter specifying the period for shelter use. If an application is approved, the applicant shall enter into a contract with the city regarding the terms and conditions of the project. If the operator demonstrates compliance with agreement terms and conditions and provides documentation that the emergency shelter continues to operate under the eligibility requirements of ECC 9.30.020, the agreement and waiver shall be renewable administratively.

4. Upon determination by the director that a particular development falls within an exemption for affordable housing, the request will be brought to city council for a

decision on granting a partial or full exemption, or denial of an exemption, based on budget considerations, development activity, affordable housing needs and priorities, provisions of RCW 35.92.385, and such other considerations as deemed appropriate by the city council. Any waived sewer plant investment fee and/or water plant investment and meter fees shall be replaced by another source of funding such as a grant or affordable housing sales and use tax revenues.

5. At such time as an emergency shelter or affordable housing property receiving a waiver is no longer operating under the eligibility requirements of ECC 9.30.020 within the affordability covenant period, plant investment and/or meter fees waived under this section are immediately due and payable to the City.

**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 numbers, sections/subsections numbers and any references thereto.

**Section 5.** Effective Date. This ordinance shall take effect and be in full 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 18<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City do certify that Ordinance No. 4954 is a true and correct copy of said Ordinance of like number as the same was passed by said Council and that Ordinance No. 4954 was published as required by law.

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BETH LEADER



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** First Reading of Ordinance 4955 Implementing City Code Changes for Reorganization of Public Works & Utilities Department into Public Works and Energy Services Departments (Public Comment Opportunity)

**Submitted by:** Heidi Behrends Cerniwey, City Manager

**Department:** City Manager

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**Suggested Motion/Action:**

Move to conduct first reading of Ordinance 4955 amending the Ellensburg City Code, Titles 1, 2, 3, 4, 5, 8, 9, 11, 14, and 15, to change duties and management functions necessary to accomplish reorganization of the current Public Works & Utilities Department into two separate departments: Public Works and Energy Services.

**Background/Summary:**

Through the 2025-2026 Budget adoption process, Council approved the necessary positions and structures to separate the current Public Works and Utilities Department into separate departments and functions: Public Works and Energy Services.

The Public Works and Utilities Department was originally created in 2018 by combining these service functions and reporting structures. Council approved Resolution 2018-18 at their May 21, 2018, meeting following review of the purpose and decision to combine Energy Services and Public Works into the Public Works and Utilities Department, and also authorized creation of the position of Assistant City Manager. Subsequently, City Council amended City Code through Ordinance 4804 to establish authorities for positions.

**Previous Council Action:**

On December 2, 2024, the City Council adopted Ordinance No. 4950, the 2025-2026 Biennial Budget, which included reorganization of the Public Works and Utilities Department into two separate departments: Public Works and Energy Services, to create capacity in energy resources and planning to better serve the community's energy planning and resource needs.

On December 2, 2024, City Council also approved Pay Plan Resolution No. 2024-33 for fiscal year 2025 for non-represented City employees which included changes to positions and titles affected by the proposed reorganization.

**Analysis:**

Energy utilities (natural gas and electric) services are highly regulated. Combining Public Works and Energy Services in July 2018 was an effective way to reduce reporting responsibilities and establish better span of control at that time. Subsequent passage of state

decarbonization policies, including the Clean Energy Transformation Act (CETA), Climate Commitment Act (CCA), building and energy codes, and other state and federal mandates have created a burden on the current combined structure to adequately prepare for, respond to, and comply with mandated changes in the regulatory environment while ensuring capacity and quality services and resources to serve our community into the future. Because of the critical nature of energy and its impact on economic development, resiliency, safety, and quality of life, the City Manager proposed separation of Energy Services from Public Works to allow staff to specialize and focus on needs for additional capacity to perform technical and regulatory work, develop partnerships, and ensure reporting and compliance with regulators to better serve our community's energy needs.

Additionally, the fiber/telecom utility staffing had been a small portion of the IT Department for many years. To adequately prepare the City's telecom utility for more sustainable business practices, including development of updated cost allocations for fiber and conduit leases, partnerships in service delivery, etc., a new Telecom Business Manager position was proposed as part of this reorganization to prepare for future broadband services in the community.

Reorganization requires changes to several chapters of the Ellensburg City Code. Below is an overview of amendments to each chapter:

- Chapter 1: Definitions - add energy services and public works as separate departments
- Chapter 2: Identifies separate duties and responsibilities of public works and energy services directors for each respective department (petty cash, utility service applications and service changes, utility extension agreements)
- Chapter 3: public works director title as responsible for exempt sign determination
- Chapter 4: changing title of public works director as administrative responsible party for development standards
- Chapter 5: changing title to public works director for abatement activities
- Chapter 8: changing title to public works director for parking zone changes
- Chapter 9: adding energy services director to definition as responsible authority for administrative decisions on gas, electric, and telecommunications utilities
- Chapter 11: specifying administrative authority between departments for infrastructure and project design and review
- Chapter 14: renaming public works director as responsible authority for traffic impact fee program
- Chapter 15: designates responsible administrative authority for public utility improvements and land development activities

Included in the 2025-2026 Adopted City Biennial Budget and 2025 Pay Plan were additional positions which add capacity to achieve Council priorities and meet shifting community needs, including the planned Public Works and Energy Services reorganization. Several staff positions are impacted by this change and were included in the adopted budget:

- 1.0 FTE Energy Services Director
- 1.0 FTE Telecom Business/Project Manager



- 1.0 FTE Water/Stormwater Coordinator
- 1.0 FTE Contracts and Purchasing Manager
- 1.0 FTE Warehouse Person
- 1.0 FTE Water Division Plant Maintenance Tech

Reclassification of several positions related to the reorganization, succession, and organizational needs include:

- Public Works & Utilities Director to Public Works Director
- Stormwater Manager to Water Resources Manager
- Assistant Utilities Director to Gas Operations Supervisor
- IT Telecom Manager to IT Manager
- Shop & Warehouse Manager to Fleet & Facilities Manager

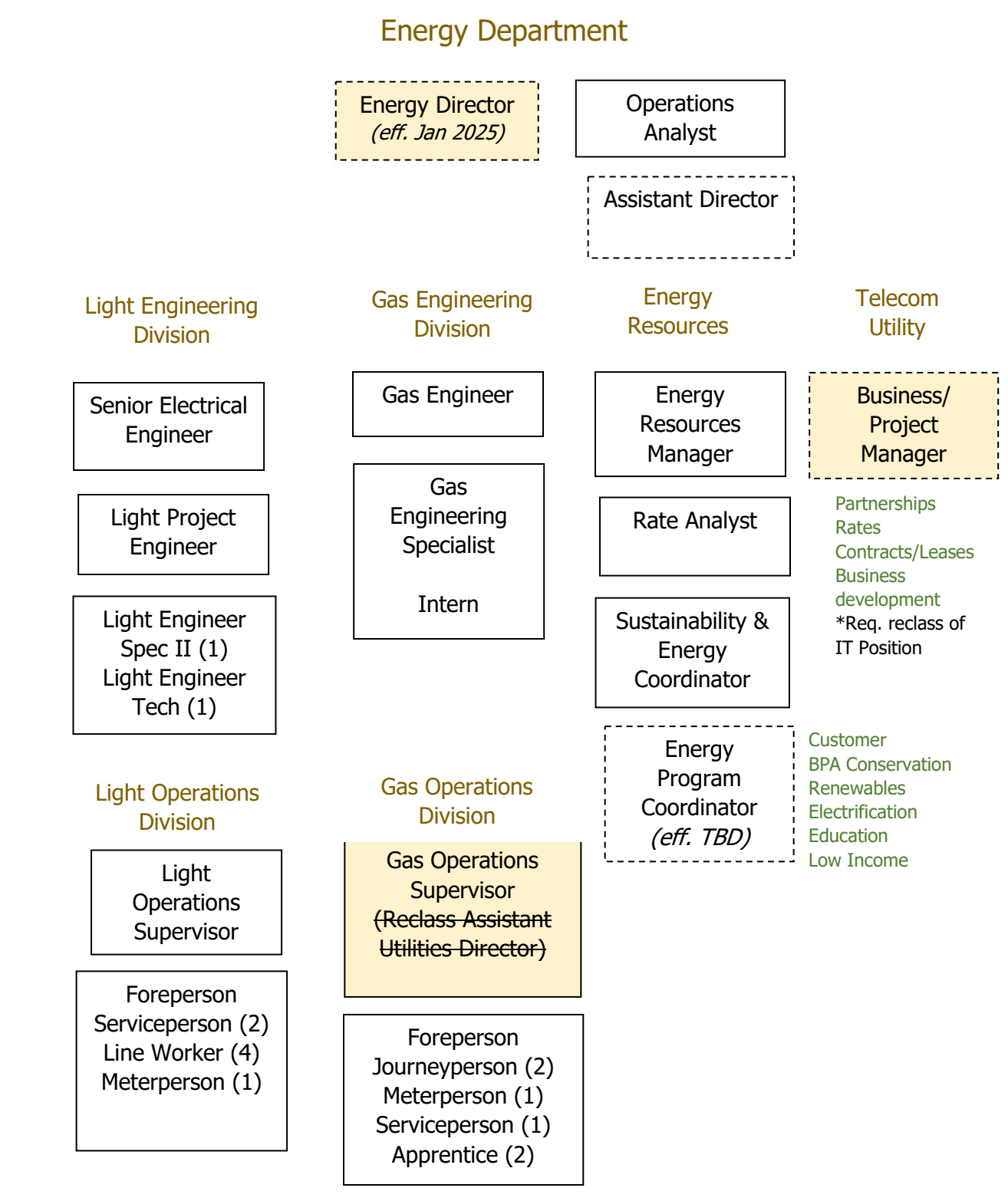
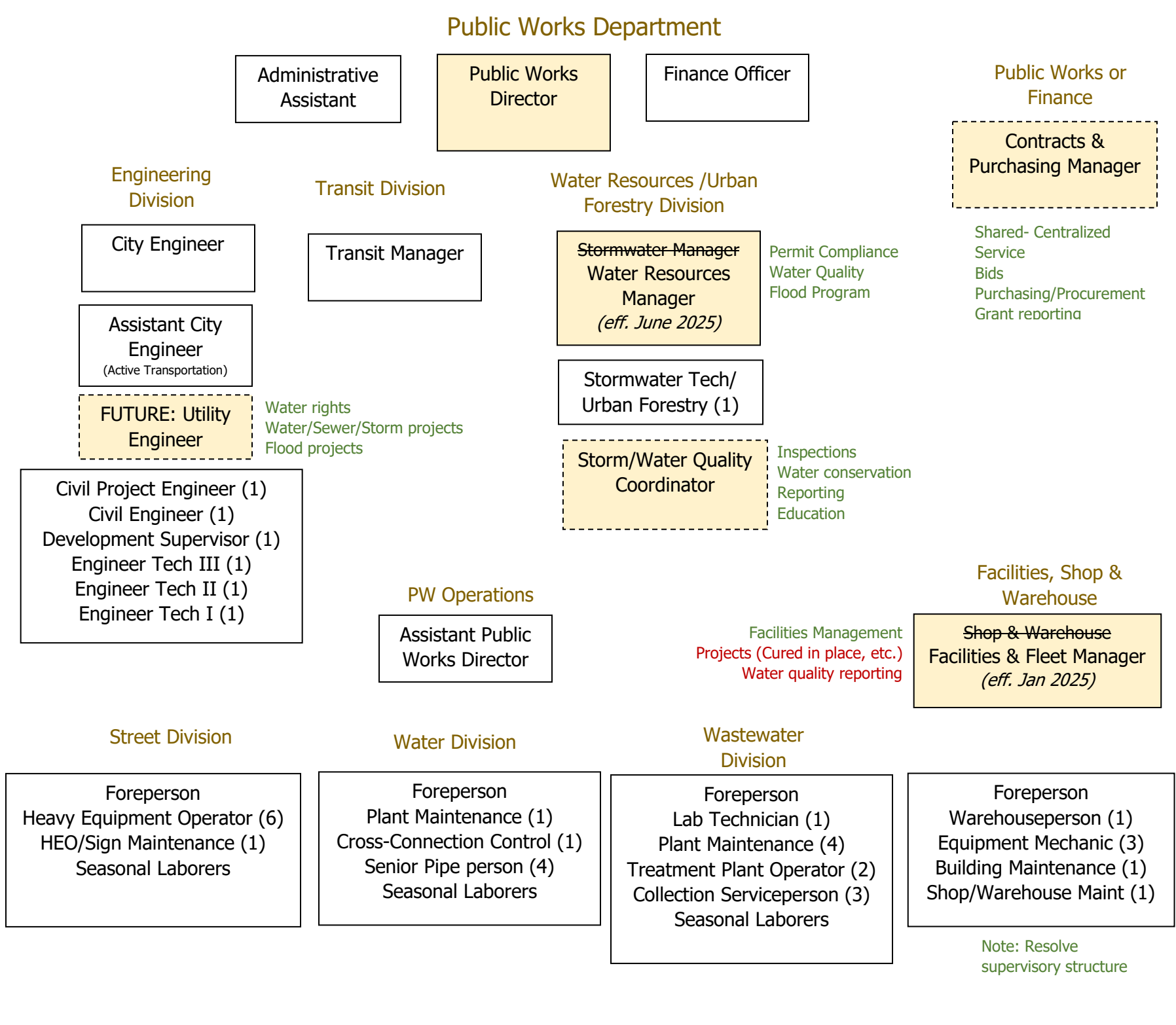
**Financial Impact:**

Staffing and administrative cost allocations related to the reorganization were included in the Adopted 2025-2026 Biennial Budget.

Budget Adjustment: No

**Attachments:**

1. Reorganization of PWU 2025 Council Packet
2. Ordinance 4955 - Reorganization Public Works Energy Services (final)



Why we need to do this

- Regulatory
- Pace of change
- Innovation
- Span of Control
- Vision and Capacity

Principles

- Future state better serves our current and future customers, developers, and community
- Job security - no one loses a job; no one loses pay
- Open positions are competitive
- Provides capacity for growth and innovation
- Changes are phased/funded over time for fiscal stability
- Reflects growth and need for expertise/specialization
- Considers succession
- Working together across departments and divisions remains a priority

Process: Transparent and Inclusive

- Open to feedback – will schedule meetings with full department, then open office hours for drop-in comments/questions

Key:

Dashed line: new position

Red: remove function

Green: redistribute function

Shaded box: proposed for 2025-2026 Biennial Budget

## ORDINANCE NO. 4955

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING THE ELLENSBURG CITY CODE BY REORGANIZING THE PUBLIC WORKS AND UTILITIES DEPARTMENT INTO SEPARATE DEPARTMENT KNOWN AS “PUBLIC WORKS” AND “ENERGY SERVICES,” RENAMING THE CITY’S PUBLIC WORKS AND UTILITIES DIRECTOR TO THE PUBLIC WORKS DIRECTOR, ASSIGNING THE DUTIES AND MANAGEMENT FUNCTIONS OF THE ELECTRIC, GAS AND TELECOM UTILITIES TO THE ENERGY SERVICES DIRECTOR, AND AMENDING TITLES 1, 2, 3, 4, 5, 8, 9, 11, 14, AND 15 OF THE ELLENSBURG CITY CODE.

WHEREAS, on December 2, 2024, the City Council adopted Ordinance No. 4950 the 2025-2026 Biennial Budget which included funding for the reorganization of the Public Works and Utilities Department into two separate departments, Public Works and Energy Services, to create capacity in energy resources and planning to better serve the community’s short and long-term energy needs; and

WHEREAS, on December 2, 2024, City Council approved Pay Plan Resolution No. 2024-33 for fiscal year 2025 for non-represented City employees which included changes to positions and titles affected by the proposed reorganization; and

WHEREAS, the reorganization of certain City departments also requires changes to several chapters of Ellensburg City Code (ECC) to rename titles, authorities, accountability, and funds to reflect the changes;

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

**Section 1. Section 1.14.040 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4883, is hereby amended to read as follows:**

### **1.14.040 - Creation—Membership.**

There is created a planning commission for the city of Ellensburg. The commission shall be known as “the Ellensburg planning commission” and shall consist of seven members who shall be appointed by the mayor, subject to confirmation by the city council, for six-year terms. Not less than five members shall be residents of the city of Ellensburg. The director of public works ~~and utilities~~, the director of energy services and the director of ~~planning and~~ community development or their designees shall not be members of the planning commission, but shall serve as advisors and shall be permitted to participate in planning commission discussions and deliberations, but shall have no vote.

(Ord. 4883 § 2, 2022; Ord. 4804 § 4, 2018; Ord. 4083, 1997; Ord. 3269 § 4(1), 1980)

**Section 2. Section 1.75.060 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4804, is hereby amended to read as follows:**

**1.75.060 - Definitions.**

- A. Adoption by reference. The definitions set forth in chapter 42.56 RCW, as presently adopted and as may be subsequently amended, are hereby adopted by reference, together with all amendments and additions provided in this chapter. A copy of each statute referenced is available on the city's website and also filed in the office of the city clerk and is available for use and examination by the public.
- B. Additional definitions. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meaning:

City includes city officers, employees or agents.

Department means a major functional division of the city's government; the following are city departments: community development, finance, human resources, library/Hal Holmes Center, parks and recreation, police, energy services and public works ~~and utilities~~.

Department head means either the director of each department or, for purposes of this chapter only, the city attorney, as to the records of the mayor and city council, city manager and city attorney. The term includes persons who may be designated by the department head to perform functions contemplated by this chapter.

Public Records Act shall mean chapter 42.56 RCW as currently enacted or hereafter amended.

(Ord. 4804 §§ 1, 3, 2018; Ord. 4754 § 2, 2016)

**Section 3. Section 2.16.2600 of the Ellensburg City Code, as last amended by Section 9 of Ordinance 4804, is hereby amended to read as follows:**

**2.16.2600 - Public works and utilities change and revolving fund established.**

There shall be established a public works ~~and utilities~~ department revolving petty cash fund in the amount of \$150.00 for the purpose of making change and \$75.00 for the payment of small purchases or freight and postage charges due. All expenditures from the fund shall be supported by proper receipts with reimbursement authorized from the claims fund upon presentation of the receipts with vouchers to the city council.

(Ord. 4804 § 9, 2018; Ord. 4782 § 3, 2017; Ord. 4763 § 1, 2017)

**Section 4. Section 2.18.140 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

#### **2.18.140 Officer designated to make preliminary estimates.**

The city public works and utilities director is designated as the city's officer responsible for taking, or causing to be taken, such actions as are required to be taken by RCW 35.43.130, as such statute may be amended from time to time.

(Ord. 4804 § 4, 2018; Ord. 4398, 2004)

#### **Section 5. Section 2.48.040 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4804, is hereby amended to read as follows:**

##### **2.48.040 Utility service application.**

- A. Any person owning property outside the city limits and desiring to have their property connected to the city's water supply system or sanitary sewer system shall be required to make application for both water and sanitary sewer service together and shall make application at the office of the Ellensburg community development department on the appropriate form. Any person owning property outside the city limits and desiring to have their property connected to the city's electric system shall make application at the ~~public works and utilities~~ energy services department on the appropriate form. Every such application shall be made by the owner of the property to be connected and supplied the service, or by his/her authorized agent. The applicant must state fully the purposes for which the water and sewer service or electric service is required. Applicants must agree to conform to the city's rules and regulations concerning water, sewer and electric service as set forth in this title and in ECC Title 9, as the same now exists or may exist in the future.
- B. If the city receives such a utility service application and subsequently issues a notice to serve, such notice to serve shall expire within six months of the date of issuance, if the applicant does not pay the required fees and request an actual hook-up or connection to the subject property within that time period.

(Ord. 4804 § 1, 2018; Ord. 4589 § 1, 2011; Ord. 4503 § 3, 2007)

#### **Section 6. Section 2.48.060 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

##### **2.48.060 Utility extension agreements—Terms and conditions.**

- A. Every applicant for water, sewer or electric service outside the city limits must agree to sign an agreement with the city, upon terms provided by the city council, which agreement shall condition the provision of the service on the following terms:
  - 1. *Agreement to run with the property.* The agreement shall be recorded against the property in the Kittitas County auditor's office, at the cost of the applicant, and shall

constitute a covenant running with the land. All covenants and conditions of the agreement shall be binding on the owner and all other individuals subsequently acquiring any right, title or interest in or to the property.

2. *Warranty of title.* The agreement shall be executed by the owner of the property, who shall warrant that he/she is authorized to enter into such agreement. The city may request a recent title report for the property.

3. a. *Costs of design engineering and construction of extension.* The owner shall agree to pay all costs of design, engineering and construction of the extension of water, sanitary sewer, and required street improvements associated with the project and, when included in the project, natural gas and electrical services from Ellensburg. The design, engineering and construction of the required public improvements shall be performed according to city standards and conform to plans reviewed and approved by the city public works ~~and utilities~~ director.

b. *Costs of plan review and construction inspection.* Costs of plan review and construction inspection shall also be paid by the owner according to the cost schedule incorporated in the city's public works development standards and made part of ECC title

4. *Easements and permits.* The owner shall secure and obtain at the owner's sole cost and expense all permits, easements and licenses necessary to construct the extension.

5. *Dedication of capital facilities.* If requested by the city, the owner shall agree to dedicate all capital facilities constructed as part of the water and sanitary sewer extension (such as water or sewer main lines, pump stations, wells, etc.) at no cost to the city, upon the completion of construction, approval and acceptance by the city.

6. *Connection charges.* The owner shall agree to pay the connection charges set by the city in the relevant sections of the Ellensburg City Code as these sections now exist or may hereafter be amended, as a condition of connecting to the city water and sanitary sewer systems. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection. In addition, such connection charges shall be paid by the owner for connection to the natural gas and electrical systems if requested by the owner. In the event sewer service is requested to address a failed septic system, the owner may request relief from the requirement to concurrently connect to both water and sewer by executing a commitment to connect to the city water system, and pay all design, permit and construction fees associated with the service line and any necessary water main line extensions, within three years of execution of the utility extension agreement.

7. *Service charges.* The owner shall agree to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, or as they may be hereafter amended.

8. *Agreement not to protest annexation.* The owner shall provide the city with an irrevocable power of attorney to allow a city representative to sign a petition for annexation on behalf of the property owner or the property owner shall agree to sign a petition for annexation of the owner's property when requested to do so by the city. This provision shall be limited in time to ten years after execution of the agreement, and shall only be exercised by the city if the owner's property is within an area that the city is allowed by law to annex (including, but not limited to, an urban growth area).

9. *Waiver of right to protest LID or when improvements are required by city council.* If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of a LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID. The owner shall also agree that the city council has the authority to require construction of any and all of the improvements identified in subsection (A)(10) of this section even in the absence of a LID or ULID. In such instance, owner agrees to participate in paying for the cost of such improvements to the same extent and manner as if a LID or ULID had been formed, and without in any manner protesting, objecting to, or otherwise opposing the city council's decision to require construction of the improvements.

10. *Public works development standards.* The owner shall agree to comply with all requirements of the city's public works development standards which are on file with the city clerk, as these standards now exist or may hereafter be amended, including but not limited to standards for all water, sanitary sewer, natural gas, electrical service, surface water flow control and treatment, street, sidewalk, curb and gutter, street sign, and street light improvements required of the project.

11. *Liens.* Delinquent payments under the agreement shall constitute a lien upon the property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through 35.67.290, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

12. *Termination for noncompliance.* In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

B. A public hearing shall be held on the utility extension agreement, which shall include all of the above terms and conditions, and any other standard contract terms. The city

council may approve the inclusion of additional contract terms, including but not limited to terms that are consistent with the Ellensburg public works development standards and comprehensive plan provisions. The utility extension agreement shall be authorized for execution by the mayor after approval of a council resolution authorizing the approval of the application for service.

(Ord. 4804 § 4, 2018; Ord. 4589 § 2, 2011; Ord. 4503 § 3, 2007)

**Section 7. Section 2.50.290 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**2.50.290 Removal of unauthorized connections or taps.**

Whenever any tap or connection is made into any utility system(s) without payment being made as required by this chapter, the public works ~~and utilities~~ director shall cause to be removed such unauthorized tap or connection and all connecting pipe located in the city right-of-way without any liability to the city or city officials.

(Ord. 4804 § 4, 2018; Ord. 4114, 1997)

**Section 8. Section 3.12.360 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4907, is hereby amended to read as follows:**

**3.12.360 Exempt signs.**

The following signs or displays are exempted from coverage under this chapter:

- A. Signs and public notices required or directed by law including traffic control signs.
- B. Exterior building signs not visible from streets or other public rights-of-way.
- C. Interior building signs. Nothing in this section shall allow any electrical sign which does not meet the requirements of ECC 3.12.280.
- D. Historic or memorial plaques, tablets, or inscriptions that are attached flat to a building, are not illuminated, and do not exceed three square feet in total area.
- E. Signs which are painted or mounted on delivery vehicles or other operable commercial vehicles which are primarily used for transportation and commerce.
- F. Signs required under the Washington State Department of Transportation “Motorist Information Sign Program” are subject to the following conditions:



1. The sign must be a requirement for participation in the Washington State Department of Transportation “Motorist Information Sign Program,” and a participating business shall not be allowed to locate within the city any more than the minimum number of such signs required for its participation in the Motorist Information Sign Program;
2. The sign must comply with the requirements of that program, and shall be no larger than 24 inches by 12 inches in size and shall be of similar color and design as required under the state program for motorist information signs;
3. The sign may be located at off-premises locations within the city but shall be located only within the city’s right-of-way and at a location as approved by the public works ~~and utilities~~ director or her/his designee to ensure traffic and pedestrian safety, with the city reserving the right to require relocation of the sign to an alternative location in order to address maintenance and traffic or pedestrian safety issues that may arise in the future. The installation, relocation and removal of the sign will be at the business’s sole expense and shall be performed in a manner approved by the public works and utilities director or her/his designee; and
4. The sign shall be removed within 30 days of termination of the business’s participation in the Motorist Information Sign Program or the city shall remove said sign at the business’s sole expense.

(Ord. 4907 § 1, 2023; Ord. 4804 § 4, 2018; Ord. 4519 § 2, 2008; Ord. 3402 § 1, 1983)

**Section 9. Section 4.02.040 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

#### **4.02.040 Definition of terms**

The following words and terms when used in this title shall have the meanings respectively ascribed to them in this section.

*City* means the incorporated city of Ellensburg, county of Kittitas, state of Washington, and its appointed or elected officials.

*City arborist* means an individual, appointed by the public works ~~and utilities~~ director, who is authorized to make determinations and recommendations relating to the condition, health, location, variety, trimming, pruning, removal, replacement, inspection, hazard assessment and maintenance of street trees.

*Construction* means any new construction where none existed before the improvement.

*Contractor* means any person, persons, firm or corporation who or which, in the pursuit of an independent business, undertakes to or offers to undertake to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any alley, street, sidewalk, easement or any other public right-of-way. “Contractor” includes any public utility, natural gas company, telephone company or television company operating within the city.

*Curb cut* means a depressed section of the curb at the street termination of a driveway approach.

*Driveway* means an area on private property where automobiles and/or other vehicles are operated or allowed to stand.

*Driveway approach* means that area located between the street termination to a definite area of private property such as a parking area, driveway, or a door.

*Property owner* means any person, firm, or corporation who has legal title to the property that abuts directly to any easement or other public right-of-way.

*Reconstruction* means the removal and replacement of a large contiguous area of an existing improvement.

*Repair* means the removal and replacement of small and individual sections of an existing improvement.

*Sidewalk or pedestrian pathway* means that portion of the public right-of-way designated for use by the general public for pedestrian traffic and for underground utilities where authorized.

(Ord. 4804 § 4, 2018; Ord. 4386, 2004; Ord. 3066 § 1, 1975; Ord. 2844, 1970)

**Section 10. Section 4.04.020 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.04.020 Applicable specifications and standards.**

The standard specifications and details as set forth in the Standard Specifications for Road, Bridge, and Municipal Construction, dated 2006, prepared and published by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter, and as subsequently amended, shall prevail for any construction, reconstruction, repair or alteration of any street, sidewalk, curb, alley or other public right-of-way within the city, except as may be amended hereafter or by direction of the director of public works ~~and utilities~~, acting within the scope of his authority. The public works development standards filed by the director of public works ~~and utilities~~ with the Ellensburg city clerk on June 14, 2006, are hereby approved and adopted by reference as the public works development standards of the city of Ellensburg. A complete copy of the text of the public works development standards shall be retained in the office of the city clerk for use and examination by the public. In the event a conflict exists between the provisions of the public works development standards and any other

provisions of the Ellensburg City Code, the provisions of the public works development standards shall govern.

(Ord. 4804 § 4, 2018; Ord. 4468 § 2, 2007; Ord. 4462 § 1, 2006; Ord. 4446 § 1, 2006; Ord. 3572 § 1, 1987; Ord. 2844, 1970)

**Section 11. Section 4.04.040 of the Ellensburg City Code, as last amended by Sections 3 & 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.04.040 Revisions to public works development standards.**

Revisions and additions (“revisions”) to the public works development standards adopted under ECC 4.04.020 may periodically be administratively promulgated by the director of public works ~~and utilities~~, after first conducting a public hearing and giving notice at least ten calendar days in advance of the hearing by publication in a local newspaper of general circulation, identifying:

- A. The particular standard to be considered for revision;
- B. The general nature of the proposed revision; and
- C. The time and place of said hearing, and the manner in which interested persons may present their views thereon.

The director of public works ~~and utilities~~ shall make any proposed revision available for public review at the public works ~~and utilities~~ department at least ten calendar days in advance of the public hearing. Upon promulgation, the director shall file the revised standard with the office of the city clerk and forward copies thereof to development standards holders then known to the director; such revised standard shall take effect immediately upon filing with the city clerk. Any standard so revised shall be included in an annual public works development standards update, to be presented to and approved by the city council by December 31 of the year it was promulgated. Any revision not so approved by the city council shall cease to be effective as of December 31 of the year it was presented to the city council, unless the city council directs otherwise in writing.

(Ord. 4804 §§ 3, 4, 2018; Ord. 4446 § 2, 2006)

**Section 12. Section 4.05.040 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.05.040 Exceptions.**

- A. Exceptions to this policy may be determined by the public works ~~and utilities~~ director under the circumstances listed below:
  - 1. Street projects may exclude those elements of this policy that would require the accommodation of street uses prohibited by law;

2. Ordinary maintenance activities such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, or pothole filling do not require that elements of this policy be applied beyond the scope of that maintenance activity; or
3. Ordinary maintenance paving projects should include evaluating the condition of existing facilities supporting alternate transportation modes as well as modifying existing pavement markings and signage that support such alternative modes as appropriate.

B. The city council may determine that street reconstruction projects and maintenance paving projects which involve widening pavement may exclude elements of this policy when the accommodation of a specific use is expected to:

1. Require more space than is physically available; or
2. Be located where both current and future demand is proven absent; or
3. Drastically increase project costs and equivalent alternatives exist within close proximity; or
4. Have adverse impacts on environmental resources such as streams, wetlands, floodplains, or on historic structures or sites above and beyond the impacts of currently existing infrastructure; or
5. The cost would be disproportionate to the current need or probable future use.

(Ord. 4804 § 4, 2018; Ord. 4744 § 1, 2016)

**Section 13. Section 4.05.050 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4804, is hereby amended to read as follows:**

**4.05.050 Design criteria.**

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

- A. Public works development standards (as adopted by reference in chapter 4.04 ECC);
- B. Public works construction code (this title);
- C. Land development code (ECC title 15);
- D. The city's nonmotorized transportation improvement plan;
- E. The city's truck route map;

- F. The city's transit map;
- G. The city's comprehensive plan;
- H. Ellensburg school district school walk route maps; and
- I. Other design resources include, but are not limited to:
  - 1. Washington State Department of Transportation Design Manual;
  - 2. American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets; and
  - 3. The Manual on Uniform Traffic Control Devices (MUTCD).

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

**Section 14. Section 4.05.090 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.05.090 Performance measures.**

The public works ~~and utilities~~ director and/or designees shall report to the city council on an annual basis on the transportation projects undertaken within the prior year and planned projects within the coming six-year period and the extent to which each of these projects has met the objectives of this policy.

(Ord. 4804 § 4, 2018; Ord. 4744 § 1, 2016)

**Section 15. Section 4.06.020 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.020 Initiation of improvements.**

Projects for the construction, reconstruction or repair of sidewalks and streets may be initiated by one of the following procedures: a petition of the property owners for creation of a local improvement district; council resolution directing creation of a local improvement district; by an individual upon proper application and receipt of a permit from the director of public works ~~and utilities~~; by council resolution directing that sidewalks and streets be repaired by the city at the property owners' expense; and by property owners' request that the city perform the work at the property owners' expense.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 16. Section 4.06.060 of the Ellensburg City Code, as last amended by Sections 3 & 4 of Ordinance 4804, is hereby amended to read as follows:**

#### **4.06.060 Sidewalks, curbs and gutters for building permit applicants.**

When an application is made for a building permit, subdivision, conditional use, SEPA review project or other development permit, the public works ~~and utilities~~ director shall evaluate the proposed building or development site to determine the need for new or reconstructed street surfaces, curbs, gutters and sidewalks based upon the following criteria:

- A. New curbs, gutters and sidewalks shall be constructed on all street frontages where those street improvements are not already present and in serviceable condition.
- B. Reconstruction of curbs, gutters and sidewalks shall be required if, in the opinion of the public works ~~and utilities~~ director, the present improvements are deteriorated to an unserviceable, hazardous state.
- C. All curb, gutter and sidewalk improvements which are constructed, reconstructed or repaired shall be done so entirely in the public right-of-way, and further sidewalks shall be separated from the traveled way by landscaping, concrete curbing, a median or other approved physical barrier.
- D. Applicants for a subdivision, SEPA review project, conditional use, building permit or other development permit, upon payment of a \$100.00 fee, may apply for deferred installation of sidewalks, curbs and gutter under the following circumstances:
  - 1. Applicants for all development permits may apply for deferrals for the above improvements if their construction involves a significant physical obstacle to the construction of such improvements. In those cases in which bridges, large-diameter (in excess of four feet in diameter) culverts, retaining walls in excess of four feet in height, or other construction deemed necessary by the public works ~~and utilities~~ director due to the presence of major physical obstacles are required for the construction of a sidewalk, the public works ~~and utilities~~ director shall grant a deferral of the improvement upon application for such. Such deferral shall be made contingent upon the acceptance by the public works ~~and utilities~~ director of the written recorded assurances by the applicant, heirs, successors and assigns of the property of their participation in a future larger local improvement district, sidewalk improvement district or other cooperative financing arrangement which would include the deferred section of improvement.
  - 2. Applicants for industrial development projects that involve the construction of new streets may apply for waivers or deferrals for sidewalks only. The public works ~~and utilities~~ director shall grant deferrals or waivers, as deemed appropriate, for those projects in which no mixed commercial, residential or

through traffic would use the affected streets, or in which no regular pedestrian traffic can be reasonably expected. If deferrals are granted, such deferrals shall be made contingent upon the acceptance by the public works ~~and utilities~~ director of the written recorded assurances by the applicant, heirs, successors and assigns of the property of their participation in a future larger local improvement district, sidewalk improvement district or other cooperative financing arrangement which would include the deferred section of improvement.

3. Applicants for building permits for new construction, additions which valuation exceeds 50 percent of the assessed valuation for the existing structure, or short plats all of which result in, by zoning or covenants, the development of single-family residential structures may apply for deferrals for the above improvements. The public works ~~and utilities~~ director shall review such requests, and shall grant deferrals if the construction results in an isolated segment of improvements. In order to qualify as an isolated segment of improvements, the edges of the improvements, once constructed, must be physically separated from connecting curb, gutter or sidewalk improvements by a minimum of 100 linear feet and not reasonably be subject to an LID or other major street improvements in the next two years. If such a deferral is granted, such deferrals shall be made contingent upon acceptance by the public works ~~and utilities~~ director of the written recorded assurances by the applicant, heirs, successors and assigns of the property of their participation in a future larger local improvement district, sidewalk improvement district or other cooperative financing arrangement which would include the deferred section of improvement.

4. The public works ~~and utilities~~ director shall direct the public works ~~and utilities~~ department to provide the necessary determinations of grade, location and other engineering information deemed necessary for the completion of street, curb, gutter and sidewalk improvements for those building permits and short plats which result in, by applicable zoning or voluntary covenants, lots which are limited to single-family residential construction. For subdivisions which result in more than four single-family lots of record, or any number of lots which are subject to multifamily, commercial, or industrial development zoning uses, the developer shall be required to supply necessary engineering studies for public improvements as part of their public improvements requirement. Any existing plans, specifications or engineered designs in the public works ~~and utilities~~ department are considered as part of the public record and shall be made available to all persons constructing public improvements for review and use as is appropriate to their project.

5. Applicants for development permits may apply for short-term deferral of completion of required improvements due to weather or other unforeseen

construction-related problems. The public works ~~and utilities~~ director shall consider each request for short-term deferral. In those cases where the delay of the completion of construction would not result in any hazardous condition, or other problems of site use, the public works ~~and utilities~~ director may grant such requests for short-term deferral. Such deferral shall be subject to acceptance by the public works ~~and utilities~~ director of adequate financial security needed to complete the improvements and pay potential city costs to accomplish said improvements completion, and a definite construction timetable for completion of the deferred improvements.

6. In all cases in which sidewalk, curb and gutter improvements are required to be installed, a useful life of 15 years for the improvements shall be established. If, during the 15-year period, subsequent street construction causes the improvements to be removed and reconstructed, the adjoining landowner shall obtain prorated credit against any assessment of costs based upon the estimated value of the improvements and the amount of useful life left. The estimated value of improvements shall be determined at the time of the permit application, and should be mutually agreed to by the city and the applicant. In those cases where mutual agreement cannot be reached, the estimated value shall be established by the average cost experienced for similar improvements in other city right-of-way locations.

7. Applicants for all developments which consist of a building which is less than 4,000 square feet in size and, in the opinion of the public works ~~and utilities~~ director, consist of an accessory or intermittent use of the lot, or consist of street frontage of less than 100 lineal feet on a separate street frontage, may apply for deferrals of curb, gutter and sidewalk improvements in those instances where the required street improvements would qualify as isolated segments of improvements. In order to qualify as an isolated segment of improvement, the improvement once completed must be physically separate from connecting curb, gutter or sidewalk improvements by a minimum of 100 feet or, in the opinion of the public works ~~and utilities~~ director, cause a practical problem of surface water drainage or street configuration. If such a deferral is granted, such deferral shall be made contingent upon acceptance by the public works ~~and utilities~~ director of the written recorded assurances by the applicant, heirs, successors and assigns of the property of their participation in a future larger local improvement district, sidewalk improvements district, or council-ordered improvement which would include the deferred section of improvement.

E. Appeals. Applicants have the right to appeal decisions of staff made under the authority of this chapter to the city council. All appeals shall be made in writing



and be submitted to the city within ten days of receiving a written determination from staff on the permit request.

In filing an appeal with the city council, it shall be the responsibility of the appellant to establish in writing why the staff decision did not follow the appropriate requirements and standards of this chapter in rendering the decision. Each section of this chapter which applies to the appellant's deferral request shall be referenced and addressed in the written appeal presented to the city council prior to the hearing of the appeal.

The city council, upon hearing the appeal and staff position, shall be authorized to uphold the public works ~~and utilities~~ director's decision as consistent with this chapter, or find the decision to be in whole or part in conflict with this chapter and amend the decision to ensure consistency with this chapter.

(Ord. 4804 §§ 3, 4, 2018; Ord. 4612 § 1, 2012; Ord. 4467 § 5, 2007; Ord. 4148, 1998; Ord. 4026 § 2, 1996)

**Section 17. Section 4.06.080 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.080 Application for public works construction permit.**

The director of public works ~~and utilities~~ shall grant such permits upon compliance with the following terms and conditions: The person, persons, firm, contractor or corporation requesting the permit shall make application therefor in writing, and, if requested to do so, will file with the director of public works ~~and utilities~~ drawings, plans and specifications showing the location and plan of the thing desired to be done and the street, alley, sidewalk, public thoroughfare or public easement to be so used, together with a full description of the nature of such work. The director of public works ~~and utilities~~ shall examine such application, drawings, plans and specifications, and if all are found to be in accord with the provisions of this title and approved and a bond filed as herein provided, shall issue a permit therefor. Such a permit shall specify the place where such acts are to be performed and done, together with a description of the proposed work or act to be done under such permit and the length of time allowed for the completion thereof, and shall require the replacement to its former condition or better, of whatever portion of the street, alley, pavement or improvement which may be disturbed or affected in any way.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 18. Section 4.06.100 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.100 Permit charges.**

The permit fee shall include all the costs to the city for the making of necessary surveys, engineering, inspection of, and for all other work to be done by the city on all public improvements. Such fees and costs shall be paid in advance to the city clerk at the time the application for a permit is made. The fee for issuance of a permit shall be based upon the following charges:

- A. *Filing fee.* Application for a public works construction permit shall be accompanied with a filing fee of \$25.00.
- B. *Engineering, surveying, and inspection.* That work performed by the public works ~~and utilities~~ department as pertains to that portion of the project which will be done in or affect the street, sidewalk, alley, public thoroughfare, or public easement shall be charged at the rate established by council resolution and shall be based upon the estimated cost of such work at the time application for a permit is made.
- C. *Restoration.* All work performed by the city, directly chargeable to the restoration of the street, sidewalk, public thoroughfare, alley, public easement, or utilities contained therein, shall be charged at cost based upon an estimated cost determined at the time application is made for the permit.

(Ord. 4804 § 3, 2018; Ord. 3851 § 1, 1993; Ord. 2844, 1970)

**Section 19. Section 4.06.120 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.120 Record of permits.**

It shall be the duty of the director of public works ~~and utilities or his~~ their designated representative to keep a record of all permits issued under the provisions of this title, which records shall show the date of issue thereof, to whom issued, a description of the property in front of which the improvement is to be made, the nature of improvement and an estimate of the quantity of work and the cost thereof, fees collected, and when accepted, the date of such acceptance.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 20. Section 4.06.140 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.140 Failure to obtain a permit.**

Failure to obtain a public works construction permit prior to commencing work as stated in ECC 4.06.020 shall be deemed a violation of this title and shall be cause for the director of public

works ~~and utilities~~ to issue a stop work order until an application for the permit has been received and a permit issued. A 50 percent penalty may be added to the cost of a late permit.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 21. Section 4.06.180 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.180 Supervision by the director of public works ~~and utilities~~.**

The acts and work permitted under such permits, and the restoration to its former condition of the street, alley, pavement, or improvement, shall be at all times under the supervision and control of the director of public works ~~and utilities~~, but at the expense of the party procuring the permit. The fact that the director of public works ~~and utilities~~, and inspector, or other authorized representative was present during the progress of any work shall not relieve the permittee from responsibility for performing the work in accordance with the standard specifications nor relieve him of the responsibility for any defects discovered after completion of the work for one year thereafter. If that party shall fail to complete all work before the expiration of the time fixed by permit, the director of public works ~~and utilities~~ may, if ~~he~~ they deems it advisable, do all work and things necessary to return to its original and proper condition that portion of the street, alley, pavement, or right-of-way which has been disturbed, and that party shall be liable therefor, and the city shall have cause of action for all fees, expenses, and amounts paid out upon such work and may invoke the bond for payment required herein. Deviation from approved plans due to unforeseen conditions shall be obtained from the director of public works ~~and utilities~~.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 22. Section 4.06.200 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.200 Barricades and lights.**

Before any public street, alley, sidewalk, public thoroughfare, public easement, or public place shall be dug up, excavated, undermined, tunneled under, disturbed, or obstructed, or any obstruction placed thereon, the person, firm, or corporation causing the same shall erect and, so long as the condition exists and any danger may continue, maintain around that portion of street, alley, sidewalk, or other public place a good, substantial barrier and/or temporary barricades and shall cause to be maintained during every night, from sunset to sunrise, around the obstruction sufficient warning lights. The director of public works ~~and utilities~~ shall promulgate such instruction and requirements as are deemed necessary to the proper safeguarding of the general public through the erection of various permanent and/or temporary barriers, barricades, warning lights, and such other warning devices as are applicable. In the event the permittee is not

immediately available, the director of public works ~~and utilities~~ shall install, at the permittee's expense, additional barricades, lights, and/or safety devices to protect the public.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 23. Section 4.06.240 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.240 Preservation of monuments.**

The permittee shall not move, raise, lower or disturb in any manner whatsoever any survey monument or hub found within the boundaries of the improvements, unless authorized to do so by the director of public works ~~and utilities~~. In the event that such monuments or hubs are to be removed because of the improvement, they shall be replaced under the supervision of the director of public works ~~and utilities~~ at the expense of the permittee or his agent.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 24. Section 4.06.260 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.06.260 Underground system maps.**

It shall be the responsibility of authorized utilities and public agencies within the city to keep up-to-date underground utility maps filed with the director of public works ~~and utilities~~. Such maps shall show in general the location and type of utility in question. It shall also be the responsibility of authorized utilities and public agencies to keep up-to-date "as constructed" drawings which shall be available for inspection.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 25. Section 4.10.020 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.10.020 Establishment of grade.**

It shall be the duty of the director of public works ~~and utilities~~ to establish all grades and/or bench marks to be so established within the city. Such grade and/or bench mark shall be referenced to and tied in with the nearest U.S. Coast and Geodetic Survey bench mark.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 26. Section 4.10.040 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.10.040 Record of grade.**

A. Once established, the record of the grade and line of any street, alley, public thoroughfare, or public easement shall be adopted by council resolution and placed in a permanent file and maintained by the director of public works ~~and utilities~~ or his authorized representative. All streets which have been improved to city standards shall be considered permanent and grades shall be established for them by council resolution. All future or subsequent work shall be based on and be referenced to the permanent grade as established, except where modified for cogent reason by the director of public works ~~and utilities~~ and approved by resolution of the city council. The cost of any change in utility location caused by a change of the permanent grade shall be borne by the city unless prior written approval has been obtained from the affected utility. Costs of lowering or raising manhole lids or similar items of work caused by normal street maintenance, such as seal coats or overlays, shall be borne by the utility as a maintenance and operation item.

B. In the event that any person, firm, corporation, contractor, utility or public agency desires to install any utility in a public right-of-way where line and grade has not been established, the affected party may elect to finance the cost of establishing permanent line and grade in order to ensure the permanency of their utility installation. Establishment of permanent line and grade shall be accomplished under the supervision of the public works ~~and utilities~~ director and shall be financed solely by the affected party. After permanent line and grade have been established, all drawings, designs, and a summary of all costs shall be filed with the director of public works ~~and utilities~~. If within a period of ten years after establishment of permanent line and grade, any other person, firm, contractor, utility or public agency is permitted by the city to make use of such information so filed with the city, then reimbursement of an appropriate portion of such expense shall be made to the original party who has financed the establishment of such permanent line and grade in an amount to be determined by the city for the value received. If within the ten-year period the roadway is improved to city standards utilizing the design information on file, then reimbursement shall be made to the parties who have participated in the establishment of permanent line and grade in an amount to be determined by the city for value received.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 27. Section 4.10.060 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.10.060 Survey and inspection.**

Prior to the granting of a public works construction permit for any work to be done by private contract, the party or parties requesting the improvement shall provide the director of public works ~~and utilities~~ with all the necessary surveys, grades, engineering design, data, plans and specifications. Subsequent to issuance of the permit, such party or parties shall provide plans showing all necessary construction staking, all of which shall be certified by an engineer or land

surveyor registered in the state of Washington. Subsequent to issuance of the permit, the permittee or contractor actually doing the work shall notify the director of public works ~~and utilities~~ in writing, at least 24 hours in advance of commencing operations on any construction phase. The director of public works ~~and utilities~~, or his designated assistant, shall check the work as to line and grade and inspect the work until the same is completed, and it is unlawful for work to commence until the grades and alignment have been so checked and an inspector placed upon the location of the work at the time the work is actually commenced. Subsequent to the completion of the work, but before acceptance of the completed work by the city, the permittee shall furnish the director of public works ~~and utilities~~ an accurate, acceptable transparent tracing or drawing indicating the “as built” condition of the work which shall show final grades and other engineering data, all of which shall be certified by the engineer or land surveyor who is registered in the state of Washington and who was responsible for the work. The city may refuse to maintain any public right-of-way which has not been built in compliance herewith nor accepted by the director of public works ~~and utilities~~.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 28. Section 4.10.080 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.10.080 Protection of survey stakes and other survey monuments.**

It is unlawful for any person or persons to remove, mutilate, destroy, move, or disturb in any way any survey stake, monument, bench mark, survey hub, or other survey reference, except when so authorized by the director of public works ~~and utilities~~. Should it be necessary to remove any established survey monument, bench mark, or hub by reason of location within an improvement area or other cogent reason, the person or persons desiring such removal shall request in writing from the director of public works ~~and utilities~~, 24 hours in advance of such removal, authorization to remove the subject survey monument, bench mark, or hub, stating its exact location and the reason why removal is necessary. Under no condition shall such removal occur prior to the receipt of authorization to do so, and the director of public works ~~and utilities~~ has such data as required to reestablish the survey monument, bench mark, or hub.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 29. Section 4.12.040 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.12.040 Installation of underground utilities.**

All necessary underground utilities with connections to the private property lines shall be installed prior to the surfacing of any street with permanent-type pavement whenever possible. Subsequent street cuts will be denied in permanent-type surfaced streets except under

extenuating circumstances as determined by the director of public works ~~and utilities~~. Restoration shall be specified by the director of public works ~~and utilities~~ and shall require replacement to its original condition. Electric, telephone and television cables beneath present or future areas of permanent-type surfaced roadways shall be encased in approved conduit or duct.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 30. Section 4.12.120 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4851, is hereby amended to read as follows:**

**4.14.120 Maintenance of sidewalks and driveways.**

- A. Hazardous sidewalks. It is unlawful for any person, persons, firm or corporation to keep or retain a public sidewalk or driveway area fronting his property which is in a state of disrepair and dangerous for use by the public.
- B. Method of repair. Repairs shall consist of removing complete slabs, sections or squares of sidewalk which are broken, spalled, raised and/or otherwise damaged and replacing them with new cement, concrete or concrete paving stones. Removal of only portions of damaged sidewalk slabs, sections or squares shall not be permitted.
- C. Cost sharing. City participation in cost sharing for sidewalk repairs is dependent on available budget and approval of the public works ~~and utilities~~ director. When sidewalks are ordered to be repaired or replaced, or when property owners at their own initiative request repairs, the city shall participate with the property owner in the expense of repair or replacement as follows:

| Area                               | City participation | Property owner participation |
|------------------------------------|--------------------|------------------------------|
| Residential property               | 100%               | 0%                           |
| Public reserve zone                | 0%                 | 100%                         |
| Commercial and industrial property | 50%                | 50%                          |
| Paver stone district               | 100% <sup>1</sup>  | 0% <sup>1</sup>              |
|                                    | 25% <sup>2</sup>   | 75% <sup>2</sup>             |
|                                    | 0% <sup>3</sup>    | 100% <sup>3</sup>            |

<sup>1</sup> Applies to areas with existing concrete paving stones or fired clay pavers which are repaired.

<sup>2</sup> Applies to areas with existing concrete sidewalks which, because of their condition, are extensively reconstructed with concrete paving stones.

<sup>3</sup> Applies to areas with existing concrete sidewalks which, because of their condition, are extensively reconstructed with concrete.

D. The property owner shall not be required to repair or replace those slabs, sections or squares damaged by the city in the course of installation of utilities, plantings or signs.

E. For purposes of subsection (C) of this section, the references to zones are those zones contained in the city of Ellensburg's zoning ordinance, except for the paver stone district, which refers to properties fronting the following specific streets:

| Street | From   | To    |
|--------|--------|-------|
| Pearl  | Second | Sixth |
| Pine   | Second | Sixth |
| Main   | Second | Sixth |
| Ruby   | Second | Sixth |
| Third  | Depot  | Ruby  |
| Fourth | Water  | Ruby  |
| Fifth  | Water  | Ruby  |
| Sixth  | Water  | Ruby  |

F. Sidewalk repairs within the paver stone district as defined in this section shall be made with concrete paving stones wherever concrete paving stones or clay paver bricks exist. In areas of existing concrete sidewalk, the director of public works ~~and utilities~~ shall first review the work and then report to the city council on the recommended method of repairs. Whenever possible, concrete paving stones should be used. The city council, after review, shall determine the method and extent of repairs to be undertaken.

G. The director of public works ~~and utilities~~ shall prioritize the repairs to ensure that the most needed repairs are accomplished first. The director of public works ~~and utilities~~ shall take into consideration the following when prioritizing the city's repairs:

1. The volume of pedestrian traffic;



2. The usage of the sidewalk by senior citizens; and
3. Recommendations/guidance from the city's most current ADA transition plan.

H. Repair work in excess of budgeted funds may, at the option of the property owner, be completed at the property owner's sole expense or the property owner may elect to have the work carried over until the next year, at which time it will again be prioritized against all available funds and projects. The property owner's responsibility for the repair of sidewalks shall not in any way be diminished by reason of said sidewalk not attaining priority under the city's prioritization.

I. To qualify for city participation, the work shall be under the control and supervision of the director of public works and utilities. The director of public works ~~and utilities~~ shall work with the property owner to ensure that the best product is achieved at the most economical price.

(Ord. 4851 § 2, 2020; Ord. 4804 § 4, 2018; Ord. 4605 § 1, 2011; Ord. 3618 § 1, 1988)

**Section 31. Section 4.16.060 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.16.060 Permits for driveways.**

A single permit may authorize one or more driveways or approaches to be constructed along the frontage of any parcel of land or leasehold thereof. However, no permit shall be issued if, in the judgment of the director of public works ~~and utilities~~, the proposed driveway or approach may impair the use of the streets or be unduly dangerous to traffic or is not in accordance with the provisions of this title.

(Ord. 4804 § 4, 2018; Ord. 4656 § 18, 2013; Ord. 2844, 1970)

**Section 32. Section 4.16.080 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.16.080 Construction details.**

Unless otherwise ordered by the director of public works ~~and utilities~~, all driveways or approaches constructed upon any public right-of-way within the city shall be built in compliance with the standard specifications set forth in chapter 4.04 ECC, the lot design standards set forth in ECC 15.420.050, the access standards set forth in ECC 15.420.060, the site orientation standards set forth in chapter 15.510 ECC, and the housing type standards set forth in chapter 15.540 ECC.

(Ord. 4804 § 4, 2018; Ord. 4656 § 19, 2013; Ord. 2844, 1970)

**Section 33. Section 4.18.120 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.18.120 Removal of poles—Cost.**

It shall be the duty of the director of public works ~~and utilities~~ to remove or cause to be removed all poles erected or maintained upon the streets and alleys of the city in violation of this title and the cost and expense of such removal may be recovered in the name of the city against the owner or owners thereof by a civil action.

(Ord. 4804 § 4, 2018; Ord. 2844, 1970)

**Section 34. Section 4.22.040 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4804, is hereby amended to read as follows:**

**4.22.040 Street names.**

A. *Definitions.* The following words or phrases, whenever used in this chapter, shall have the following meanings, unless where used the context clearly indicates to the contrary:

*Alley* means a public way-of-travel 20 feet or less in width not designated or improved for general travel and used as a means of secondary access or to the rear of residential, business or other property.

*Avenue* means a way-of-travel that runs generally east and west.

*Boulevard* means a way-of-travel that meanders and crosses several grids separated by a maintained planting area.

*Circle* means a way-of-travel not lining up on the grid of the official map that is less than 2,500 feet and begins and returns back to end on itself at a point on the access road greater than 500 feet from the point where the access road begins. The access road shall be considered part of the way-of-travel.

*City* means the city of Ellensburg.

*Committee* means the street naming committee which shall meet on an as-needed basis to decide appeals herein and/or as directed by the council. The committee shall establish and adopt its own rules of procedure necessary to conduct its business and shall select from among its membership a chairperson. A majority of the membership shall constitute a quorum for the purpose of transacting business. The committee shall consist of one individual from each of the following:

1. Ellensburg fire department;
2. Ellensburg police department;

3. Ellensburg public works ~~and utilities~~ department;
4. Kittitas County public works department;
5. Kittitas County community development department;
6. Fire District No. 2;
7. KITTCOM;
8. U.S. Post Office;
9. Kittitas County sheriff's department;
10. Central Washington Home Builder's Association;
11. Ellensburg resident appointed by the city manager;
12. Ellensburg city council;
13. Central Washington University.

*Court* means a way-of-travel less than 500 feet in length ending in a dead end or cul-de-sac.

*Council* means the Ellensburg city council.

*County* means Kittitas County.

*Department* means the department of public works ~~and utilities~~ for the city.

*Designate* means to name a way-of-travel whether by name or number.

*Drive* means an irregular or diagonal way-of-travel over 500 feet in length.

*Lane* means a minor way-of-travel within a subdivision.

*Loop* means a way-of-travel not longer than block designations in ECC title 12 relating to subdivisions, that begins and ends on the same way-of-travel.

*Official map* means the city of Ellensburg street name and number designation map on file with the department of public works ~~and utilities~~.

*Place* means a way-of-travel under 500 feet long ending in a dead end or cul-de-sac.

*Road* means a way-of-travel that heretofore has been designated as a road.

*Street* means a way-of-travel that runs generally north and south.

*Way* means an irregular or diagonal way-of-travel over 500 feet in length.

*Way-of-travel* means a roadway of whatever sort, including but not limited to avenues, streets, boulevards, circles, courts, drives, lanes, loops, places, and ways, which is capable of carrying vehicular traffic.

B. *Official map.* The names of ways-of-travel within the city, together with area quadrants for street numbering purposes, are fixed according to the provisions detailed on the official map and are incorporated into this section by reference.

C. *New ways-of-travel.* Newly created ways-of-travel within the city shall be named as follows:

1. The use of directional suffices is strongly discouraged.
2. Every way-of-travel shall be assigned one (and only one) way-of-travel type.
3. Ways-of-travel running primarily east and west or primarily north and south shall be named consistent with the established grid name on the official map to the extent that the way-of-travel is longer than 500 feet and lines up on the grid within 120 feet. Exceptions may be made in the following circumstances:
  - a. Ways-of-travel that will not connect with an established way-of-travel due to natural or unnatural obstructions.
  - b. Ways-of-travel that run for a substantial distance on a diagonal and therefore cross several of the existing ways-of-travel.
  - c. When there is clear reason why using a grid name would cause confusion.
4. Ways-of-travel lining up with the established grid within 120 feet that are less than 500 feet in length shall be permitted to be issued a new name; however, should the way-of-travel eventually link or connect with another way-of-travel, it will be subject to being renamed at the discretion of the department consistent with the restrictions and guidelines herein.
5. Where a way-of-travel is continuous, the same name shall be used along its entire length.
6. Way-of-travel names shall change on a continuous way-of-travel when the east-west vs. north-south orientation changes approximately 90 degrees. A directional change of approximately 90 degrees shall mean a horizontal curve where a reduction in the designated speed is required. Such name breaks should occur at an intersection whenever possible.

7. Established ways-of-travel that are annexed into the city are subject to being renamed at the discretion of the department consistent with the restrictions and guidelines herein.
8. New names shall be subject to the following restrictions:
  - a. Use of names that are related to a particular business, developer, or property owner are discouraged and shall not be used in place of the primary street address. Such names are permitted to be used as a supplemental address if in compliance with U.S. Post Office standards. Exceptions may be made for names with historical significance if approved by the council.
  - b. The name may not duplicate an existing name in the county or the city except when used consistently with subsection (C)(2) of this section.
  - c. The name may not be used if the pronunciation sounds similar to an existing road name (e.g. Larson—Larsen, Cook—Cooke, Marion—Maryann).
  - d. The name may not be used if there exists another way-of-travel with the same name but different type (e.g. Maple Street and Maple Lane).
  - e. Names shall be limited to 13 characters with spaces. Suffixes will be abbreviated to save space and the whole spelling of the suffix will not be included in the number of characters permitted.
  - f. An initial or word suffix or prefix cannot be used with a surname.
  - g. Names shall not be inconsistent with the geographical location (e.g. Hilltop Lane would be inconsistent with a way-of-travel located in a valley).
  - h. Names shall not be possessive.
  - i. Names shall not contain a cardinal direction.
  - j. Names shall not contain profanity or be derogatory in nature.
  - k. Names shall be of the commonly acceptable spelling, according to a standard English dictionary.
  - l. Names shall not contain any punctuation or special characters. Letters and spaces shall be permitted.

D. *Schedule of changes, amendments, additions and deletions.*

1. Effective January 15, 2004, the continuous way-of-travel running primarily east and west within the city limits currently designated as Cascade Way, Eighth Avenue, Euclid Way, and Tenth Avenue shall be renamed University Way.
2. Effective January 15, 2004, the continuous way-of-travel running primarily north and south within the city limits currently designated as Main Street, and "A" Street shall be renamed Main Street. The way-of-travel currently designated Main Street and running south off of the way-of-travel currently designated Industrial Way and intersecting with Umptanum Road east of Canyon Road shall be renamed Industrial Way consistent with the contiguous way-of-travel.
3. Effective January 15, 2004, the way-of-travel currently designated as Helena Street primarily running east and west shall be renamed Helena Avenue.
4. Effective January 15, 2004, the way-of-travel currently designated as Illinois Street primarily running east and west shall be renamed Illinois Avenue.
5. Effective January 15, 2004, the way-of-travel currently designated as Idaho Street primarily running east and west shall be renamed Idaho Avenue.
6. Effective January 15, 2004, the way-of-travel currently designated as Regal Avenue primarily running north and south shall be renamed Regal Street.
7. Effective January 15, 2004, the way-of-travel currently designated as Wheaton Drive shall be renamed Wheaton Court.

(Ord. 4804 § 3, 2018; Ord. 4365, 2003)

**Section 35. Section 4.22.400 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**4.22.400 Appeals.**

*A. Appeals of department decisions to the street naming committee.*

1. Any person aggrieved by a decision of the department made under this chapter may appeal to the street naming committee by filing a written notice of appeal with the public works ~~and utilities~~ director. Such appeal shall identify the error or errors claimed to have been made in the department's decision and shall be filed with the public works ~~and utilities~~ director within 15 days after the department's decision has been issued.
2. Upon receipt of a timely written appeal, the committee shall schedule a time and place for a public hearing on the appeal. The time, date and place of the public hearing shall be communicated in writing to the appellant and the department.

The parties shall be given not less than ten days' notice of the hearing. At the hearing, any party may appear in person or by agent or attorney.

3. In considering the appeal, the committee may, so long as its decision is not in conflict with this chapter, affirm, deny, or modify, in whole or in part, the decision of the department. The decision of the committee shall be based upon relevant portions of the city code and other relevant city policies, the established public record upon which the department's decision is based, and the written and verbal testimony and argument presented at the hearing.
4. The decision of the committee shall be in writing and be mailed to the parties within ten days of the conclusion of the hearing.

B. *Appeals of the street naming committee's decision to the city council.* Any person aggrieved by the decision of the street naming committee may appeal to the city council by filing a written notice of appeal with the city clerk within 15 days after the date of the committee's written decision. The city council shall consider such appeal at a scheduled public meeting. Notice of the hearing shall be mailed to the appellant and department at least ten days prior to the hearing. In considering the appeal, the council may affirm, deny, or modify, in whole or in part, the decision of the committee.

(Ord. 4804 § 4, 2018; Ord. 4365, 2003)

**Section 36. Section 4.36.300 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4804, is hereby amended to read as follows:**

**4.36.300 Street tree permits.**

Application for a street tree permit shall be required and shall be obtained from the public works ~~and utilities~~ department for any planting, removal, topping, and/or major pruning of street trees. Work performed pursuant to such permit shall be performed in a manner consistent with the permit and with any arboricultural standards and specifications adopted by the public works ~~and utilities~~ department and this chapter. City departments shall be required to obtain only one permit for the calendar year to cover any street tree topping and/or major pruning work during that calendar year. Any contractor authorized by the city to perform street tree pruning and/or topping work under a bid call or public works construction project shall obtain only one permit for work to be performed under said bid call or public works construction project. A separate street tree permit for each street tree to be planted or removed shall be required for all city departments and for all city contracted services to keep the street tree inventory current.

(Ord. 4804 § 3, 2018; Ord. 3855 § 1, 1993; Ord. 3509 § 1, 1985)

**Section 37. Section 5.18.070 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

### **5.18.070 Abatement—City removal—Charges and lien.**

A. Whenever the owner, occupant, tenant or other person permits garbage or refuse to accumulate on the premises, and fails to deposit such garbage or refuse in covered containers, or dispose of it, as specified in this chapter, the city may declare such a condition as a public nuisance per ECC 5.40.060 and institute abatement proceedings as provided in ECC 5.40.160 through 5.40.200.

B. Whenever a notice to abate a public nuisance created by the accumulation of garbage or refuse has been given in accordance with ECC 5.40.160, and 20 days have elapsed from the date of the notice, or 30 days from the date of the order of the hearing officer, if appealed, without the owner or responsible person having accomplished the abatement, the city may at its option proceed to abate the public nuisance, and may employ a contractor to collect and remove such garbage and refuse and in such case the entire expense of the collection and removal thereof as determined by the public works ~~and utilities~~ director shall be charged against such premises and against the owner, occupant, or tenant thereof in addition to the legal charge for collection and disposal of garbage. The charges therefor shall be paid by the owner, occupant or tenant of said premises forthwith and such charges shall be a lien against the property served until paid. Such lien shall be enforced and foreclosed in the manner provided in RCW 35.21.140 through 35.21.150.

(Ord. 4804 § 4, 2018; Ord. 4735 § 1, 2016; Ord. 2327 § 7, 1957)

**Section 38. Section 5.18.220 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

### **5.18.220 Penalties—Enforcement.**

A. Except as specifically provided elsewhere in this chapter, any person violating any of the provisions of this chapter shall be guilty of a misdemeanor. Each separate day or portion thereof during which any violation of this chapter occurs or continues constitutes a separate violation of this chapter, and upon conviction thereof shall be fined in a sum not exceeding \$1,000.00, and/or imprisoned for a term not exceeding 90 days, or both such fine and imprisonment, in the discretion of the court.

B. Notwithstanding subsection (A) of this section, the public works ~~and utilities~~ director or his or her designee may, in response to field observations, determine that violations of this chapter have occurred or are occurring, and may utilize any of the compliance provisions contained in chapter 1.80 ECC.

(Ord. 4804 § 4, 2018; Ord. 4735 § 1, 2016; Ord. 2327 § 23, 1957)

**Section 39. Section 5.40.120 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**



#### **5.40.120 Retainage of accumulated material—Permit required.**

It is unlawful and shall be deemed a nuisance for any person or persons to pile, heap, accumulate or mass earth, gravel, rocks, sand, fill material, construction waste or other similar matter, totaling 20 cubic yards or more, or for any person or persons to maintain or keep such material, unless the material is for sale or is intended for use and is used within 60 days of its accumulation; provided, the accumulated material may be retained for a period of up to one year by permit issued by the public works and utilities director or her/his designee. Conditions of the permit shall include but not be limited to sloping, grading, mowing and spraying to provide a neat and clean appearance, free from hazards and weeds. A fee of \$25.00 shall be charged for the issuance of a permit.

(Ord. 4804 § 4, 2018; Ord. 4736 § 1, 2016)

**Section 40. Section 8.54.015 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4804, is hereby amended to read as follows:**

#### **8.54.015 Revisions to zone boundaries.**

The following requirements are established for the revision of the residential parking zone (RPZ) boundaries as defined by the exhibits in ECC 8.54.999:

- A. Request must be made in writing to the city's of Ellensburg public works and utilities department;
- B. Revisions to the RPZ boundaries shall be in minimum one-block segments (one side of roadway). In situations where the block length exceeds 500 lineal feet, a revision of a minimum of 300 lineal feet in length will be allowed;
- C. The RPZ boundaries shall remain contiguous and no revision shall create pockets of non-RPZ parking areas within the outer boundaries of the overall RPZ zones;
- D. The written request(s), as described in subsection (A) of this section, shall have the support of at least 60 percent of the immediate adjacent property owner(s), based upon frontage foot of the subject proposed modification. Written support shall be in the form of either a letter or petition that shall include the signatures of the potentially affected property owners; and
- E. Council adoption of an ordinance modifying the RPZ boundaries.

(Ord. 4804 § 3, 2018; Ord. 4676 § 1, 2014)

**Section 41. Section 9.05.020 of the Ellensburg City Code, as last amended by Sections 2, 3, & 4 of Ordinance 4804, is hereby amended to read as follows:**

### **9.05.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

*City* means the city of Ellensburg, Washington.

*City gas division codes of practice* means the document produced by the city to comply with state and federal laws concerning the safety, operation and maintenance of natural gas systems.

*Ellensburg City Code* means the codified ordinances adopted by the Ellensburg city council.

*Energy services director* means the energy services director or any energy services department employee authorized by the energy services director to act on their behalf.

*National Electric Safety Code* means the most current version of the National Electric Safety Code.

*Public works ~~and utilities~~ director* means the public works ~~and utilities~~ director or any public works ~~and utilities~~ department employee authorized by the public works ~~and utilities~~ director to act on ~~his or her~~ their behalf.

*Public works development standards* means the standards developed by the public works ~~and utilities~~ department that establish the guidelines and procedures for the water, sewer, storm sewer, street system and other associated topics administered by the public works and utilities department.

(Ord. 4804 §§ 2, 3, 4, 2018; Ord. 4644 § 2, 2013; Ord. 4503 § 2, 2007)

**Section 42. Section 9.05.500 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

### **9.05.500 Penalties.**

A. *Notice of violation.* In case of any violation of any of the provisions of this title, the department director may cause a written notice thereof to be served on the owner or occupant of the premises where such violation takes place, which notice shall require the payment of the charges provided in this title, and if such charges be not paid within 24 hours from the time of the service of such notice, the utility may be turned off from such premises and shall in no case be turned on until the charges have been paid.

B. *Enforcement of ordinance and report.* It shall be the duty of all the employees to assist the department directors in the enforcement of the provisions of this title, and to this end they shall report all violations thereof which come to their knowledge to the appropriate department director, and it shall be the duty of the fire marshal to report immediately to the public works ~~and~~

~~utilities~~-director in the case of fire in premises having service for fire protection purposes, that fire has occurred therein.

C. *Copies of codified ordinance.* A copy of the ordinances codified in this title may be obtained by all owners of the property and consumers of utilities, and shall be considered a part of the contract made between the city and every such owner and consumer.

D. *Violations.* Unless otherwise provided for in this title, it shall be a civil infraction for any person to violate the provisions of this title. Any person who commits a civil infraction under this title shall be assessed a penalty and default amount not to exceed \$250.00, not including statutory assessments. Every person convicted of a misdemeanor under this title 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 \$1,000.00, or by both such imprisonment and fine. Each day's violation constituting an infraction or misdemeanor shall be a separate offense.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 43. Section 9.10.200 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4820, is hereby amended to read as follows:**

**9.10.200 Gas service requirements.**

A. The city will not tap a high pressure gas main except when conditions, in the sole judgment of the ~~public works and utilities~~ energy services director, justify a tap.

B. Each utility customer shall be subject to all rules and regulations adopted by the Ellensburg city council and the director relating to the installation, construction, reconstruction, adjustment and repair of house gas piping, gas appliances, fixtures and apparatus in all buildings served by the city gas utility.

C. If the applicant's building is located a substantial distance from the main, or if there is a hazard or obstruction (such as plowed land) between the gas main and the applicant's building which prevents the city from prudently installing a service line, the city may, at its discretion, allow the meter to be located at or near the applicant's property line, as close as practical to the city's main, at a location agreed upon by the customer and the city.

D. The end-use customer shall be responsible for the payment of any amount as determined in ECC 9.10.030(C). Subject to city approval, the customer may request to pay the connection fee in equal monthly payments for a period of no greater than 12 months, including a finance charge set forth by the finance director.

E. The city shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption,

reduction, loss or restoration of natural gas service from facilities owned by the city from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy, or failure or inadequacy of natural gas access or appurtenant facilities. Every person and entity accepting service from the natural gas facilities owned by the city agree to, and shall be deemed to, waive any and all claims for damage or loss to the person's or entity's pipes, facilities or natural gas equipment caused by an act or omission of the city; provided, however, that nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or intentional act of the city or its agents.

(Ord. 4820 § 2, 2019; Ord. 4804 § 2, 2018; Ord. 4789 § 2, 2018; Ord. 4644 § 4, 2013; Ord. 4503 § 2, 2007)

**Section 44. Section 9.10.300 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4820, is hereby amended to read as follows:**

**9.10.300 Sewer service requirements.**

A. A public works construction permit and/or sewer permit must be obtained prior to any construction. Permits shall be valid for 90 calendar days, unless approved otherwise on the permit. The public works ~~and utilities~~ director may extend the duration of a permit upon written application of the applicant or may determine that a new permit is required (including payment of fees).

B. The owner or occupant of any land or premises shall be required to connect waste pipes used as a receptacle for drainage of sanitary sewage, industrial wastes or other waterborne contamination to the nearest accessible public sewer whenever there is a public sewer within 200 feet. The public works ~~and utilities~~ director shall prescribe the manner in which such connection shall be made. Such connection shall be made within 60 days after date of receipt of notice by certified mail.

C. Whenever any land, buildings or premises are required to be connected to a public sewer or otherwise drained as provided in this section, and the owner or occupant fails to comply, the public works ~~and utilities~~ director may make such connection and the cost thereof shall be charged to the owner, agent or occupant, and a billing showing the amount thereof delivered to him, or posted upon the premises, whereupon the amount shall immediately be paid to the city.

D. All vaults or privies shall be decommissioned per public works development standards.

E. A plant investment fee shall not be required for any irrigation service or other use which does not enter the sanitary sewer system. If a property is connected to the sanitary sewer system but not the city water system, then the PIF fee shall be established by the public works ~~and utilities~~ director.

F. The city shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of sewer service from facilities owned by the city from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy, or failure or inadequacy of sewer access or appurtenant facilities. Every person and entity accepting service from the sewer facilities owned by the city agree to, and shall be deemed to, waive any and all claims for damage or loss to the person's or entity's pipes, facilities or sewer equipment caused by an act or omission of the city; provided, however, that nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or intentional act of the city or its agents.

(Ord. 4820 § 3, 2019; Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 45. Section 9.10.400 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4820, is hereby amended to read as follows:**

**9.10.400 Water service requirements.**

A. A public works construction permit and/or water permit must be obtained prior to any construction. Permits shall be valid for 90 calendar days, unless approved otherwise on the permit. The public works ~~and utilities~~ director may extend the duration of a permit upon written application of the applicant or may determine that a new permit is required (including payment of fees).

B. The owner or occupant of any land or premises shall be required to disconnect any well or potential feature which may create a backflow to the city's water system prior to water service connection.

C. The city shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of water service from facilities owned by the city from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy, or failure or inadequacy of water access or appurtenant facilities. Every person and entity accepting service from the water facilities owned by the city agree to, and shall be deemed to, waive any and all claims for damage or loss to the person's or entity's pipes, facilities or water equipment caused by an act or omission of the city; provided, however, that nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or intentional act of the city or its agents.

(Ord. 4820 § 4, 2019; Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 46. Section 9.20.030 of the Ellensburg City Code, as last amended by Sections 2, 4, & 10 of Ordinance 4804, is hereby amended to read as follows:**

**9.20.030 General.**

A. All mains (gas, sewer, water and stormwater) and primary voltage facilities installed by or on behalf of the city shall remain the property of the city at all times. After acceptance by the city, all such mains and primary voltage facilities shall be maintained by the city.

B. 1. Except as required in subsection (B)(2) of this section, any time that new city utilities must be installed on or over private property adjacent to a customer requesting utility service, a duly executed and notarized easement agreement satisfactory to the city must be obtained from the owners of record of the adjacent property and recorded with the office of the county auditor, which may be executed by the director of the utility department. Service lines installed on or over property owned by a customer requesting utility service are exempt from this requirement.

Existing utility facilities that are replaced in the same location on or over another party's private property to serve a customer requesting utility service that have a utility easement satisfactory to the city are exempt from this requirement.

2. Easements located within city-owned property or right-of-way, easements that require city payment, and easements outside of the city limits shall require city council approval.

3. Any party making modification to a property or structure that results in the need to replace, relocate, or otherwise modify existing utility facilities or obtain additional easements shall be responsible for all associated costs.

C. All electrical facilities not installed by city employees must be installed by qualified electrical employees with training equivalent to that required of city employees for the same specific work. All natural gas facilities not installed by city employees must be installed by operator-qualified workers with training equivalent to that required of city employees for the same specific work. The operator qualifications must be approved by the city prior to any electrical or gas work commencing.

D. The city shall have the right and authority to condemn and appropriate so much private property as is necessary for the construction and operation of electric, gas, sewer or water facilities in such manner as may be prescribed by law; and to condemn and appropriate any electric, gas, sewer or water facilities not owned by the city, in such manner as may be prescribed by law for the condemnation of real estate.

E. A utility extension agreement as provided for in chapter 2.48 ECC and approved by the city council must be executed by a property owner before any city utility service (except gas) can be extended to property located beyond the Ellensburg corporate city limits. The city is authorized, but not mandated, to provide non-gas utility service outside of the corporate city

limits but in no case may non-gas utility service be extended outside of the city's urban growth area boundary except as allowed by chapter 35.84 RCW.

F. The energy services director (gas, telecommunications or electric) or the public works and utilities director (sewer, water or stormwater) may determine that an extension or oversizing of utility facilities beyond the needs of the customer(s) is in the best interest of the city for the long-term operation or reliability of the utility system. In such cases the city will pay for the extension and/or the net cost of oversizing and be eligible to recover the costs through a reimbursement fee.

G. The utility directors are authorized to establish standards and procedures for processing applications and determining eligibility for utility reimbursement agreements consistent with the requirements of this chapter.

H. Persons paying to extend or upgrade utility mains to their property may seek partial cost recovery from individuals who connect to the extended or upgraded main at a later date. In order to qualify for partial cost recovery the individual must have entered into a reimbursement agreement with the city prior to substantial completion of the development.

(Ord. 4804 §§ 2, 4, 10, 2018; Ord. 4775 § 1, 2017; Ord. 4762 § 3, 2016; Ord. 4644 § 5, 2013; Ord. 4503 § 2, 2007)

**Section 47. Section 9.20.100 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.20.100 Electric utility extensions.**

A. Electric system improvements may be either underground or overhead, with underground the preferred method. All new primary distribution voltage line extensions to serve and internal to new parcels or developments must be installed underground; exceptions may be granted by the ~~public works and utilities~~ energy services director for extraordinary circumstances or if the estimated cost to comply is excessive in comparison to the estimated cost of overhead installation.

B. All costs associated with an electric line extension to serve and internal to new parcels or developments must be fully paid for by the applicant, except that an extension credit shall be given to all applicants. All costs associated with an electric line extension to serve and external to new parcels or developments must be fully paid by the applicant, except as permitted by ECC 9.20.030(F).

C. The city and Kittitas PUD acknowledge there may be certain groups of their customers where extension of their lines would be uneconomic and duplicative of the other party's facilities. Recognizing potential benefits to rate-paying customers, the city and PUD agree to

consider wheeling power over their facilities for the other utility upon request and subject to an appropriate site-specific wheeling agreement(s).

(Ord. 4804 § 2, 2018; Ord. 4762 § 4, 2016; Ord. 4503 § 2, 2007)

**Section 48. Section 9.20.300 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.20.300 Sewer utility extensions.**

A. The developer is responsible for paying for and installing all facilities required to extend a sewer main. Actual connection to the constructed main shall be in accordance with the requirements of ECC 9.10.300. In lieu of payment in full, the developer may satisfy this requirement by:

1. Establishment of a local improvement district (LID); or
2. Payment of a proportionate share of costs where nonparticipating property is involved (cost share negotiated with city).

B. A public works construction permit and/or sewer permit must be obtained prior to any construction. Permits shall be valid for 90 calendar days, unless approved otherwise on the permit. The public works ~~and utilities~~ director may extend the duration of a permit upon written application of the applicant or may determine that a new permit is required (including payment of fees).

C. All facilities shall be designed, drawn, specified and constructed to the public works development standards.

D. The city, at its sole cost and discretion, may extend mains if mains are in the best interest of the utility.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 49. Section 9.20.400 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.20.400 Water utility extensions.**

A. The developer is responsible for paying for and installing all facilities required to extend a water main. Actual connection to the constructed main shall be in accordance with the requirements of ECC 9.10.400. In lieu of payment in full, the developer may satisfy this requirement by:

1. Establishment of a local improvement district (LID); or



2. Payment of a proportionate share of costs where nonparticipating property is involved (cost share negotiated with city).

B. A public works construction permit and/or water permit must be obtained prior to any construction. Permits shall be valid for 90 calendar days, unless approved otherwise on the permit. The public works ~~and utilities~~ director may extend the duration of a permit upon written application of the applicant or may determine that a new permit is required (including payment of fees).

C. All facilities shall be designed, drawn, specified and constructed to the public works development standards.

D. The city, at its sole cost and discretion, may extend mains if mains are in the best interest of the utility.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 50. Section 9.20.500 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.20.500 Telecommunications utility extensions.**

A. All new fiber optic line extensions to serve and internal to new parcels or developments must be installed underground; exceptions may be granted by the ~~public works and utilities~~ energy services director for extraordinary circumstances or if the cost to comply is excessive in comparison to the estimated cost of overhead installation. Telecommunications system improvements may be either underground or overhead, with underground the preferred method.

B. All costs associated with a telecommunications line extension must be fully paid by the applicant, except as permitted by ECC 9.20.030(F).

(Ord. 4804 § 2, 2018; Ord. 4762 § 6, 2016)

**Section 51. Section 9.25.100 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.100 Electric service requirements.**

A. The city reserves the right to refuse to connect or discontinue service to a customer whose equipment or facilities are causing or may cause power quality problems for other customers.

B. The city shall follow a proactive right-of-way maintenance program to reduce primary voltage facility outages and damage to electrical facilities. Vegetation control shall utilize mechanical means unless the property owner authorizes the use of chemicals. In all cases, only

appropriately trained and certified individuals will be used. Vegetation is trimmed with the intent that the work should provide a minimum of three years before there would be a need to return.

C. The city may also trim tree branches or other vegetation on utility easements or private property encroaching upon the public right-of-way to prevent the branches or vegetation from touching or otherwise interfering with electrical transmission and distribution lines, and to reduce primary voltage facility outages and damage to electrical facilities.

D. In order to prevent adverse impacts to city-owned substation equipment, feeders or regulators or other equipment resulting from the actions of a primary service customer in accordance with ECC 9.91.100(L), and the city, the Bonneville Power Administration, and the ~~public works and utilities~~ energy services director shall establish a primary interconnection request procedure and require a customer to provide a current electrical schematic to ensure that changes to the city or customer owned systems due to switching, maintenance, construction or other activities are safely and properly completed.

E. A primary metered customer seeking to modify a primary interconnection to the city's electric facilities shall be required to submit an application outlining the obligations required under this section, which must be approved by the ~~public works and utilities~~ energy services director prior to proceeding with any requested changes under this subsection.

(Ord. 4804 § 2, 2018; Ord. 4789 § 4, 2018; Ord. 4762 § 5, 2016; Ord. 4503 § 2, 2007)

**Section 52. Section 9.25.300 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.300 Sewer service requirements.**

A. A public works construction and/or sewer permit and payment of all fees shall be required before making any connection to any public or private sewer, drain, or natural outlet, whether on public or private property. After approval of an application and issuance of the permit, no changes may be made in the work without approval of the public works and utilities director.

B. Any payments required pursuant to this chapter which are allowed to become delinquent shall be a lien upon the property served as provided in RCW 35.67.200 and enforceable in accordance with RCW 35.67.220 through 35.67.280; and as an additional and concurrent method of enforcing the lien, the water service to such property may be terminated in accordance with RCW 35.67.290 until all delinquent charges are paid. Upon full payment of the charges, the public works ~~and utilities~~ director, on behalf of the city, shall execute and deliver to the property owner a release of such lien.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 53. Section 9.25.310 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.310 Matter excluded from all sewers.**

Sewage, waste or any matter having any of the following characteristics, shall not be discharged under any conditions under which it may be allowed to run, leak or escape, or in any way enter into any part of the sewer system:

- A. Any pollutant which causes interference with the operations of the treatment plant or pollutants which pass through the treatment plant untreated, including color. Also, any pollutants that will lower the quality of biosolids below agriculture reuse levels.
- B. Pollutants which by reason of their nature or quantity are, or may be, sufficient either alone, or by interaction, to:
  - 1. Create a fire or explosion hazard in the treatment plant (including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees centigrade using the test methods specified in 40 CFR 261.21;
  - 2. Create a public nuisance or hazard to life;
  - 3. Prevent entry into the treatment plant for its maintenance or repair; or
  - 4. Be injurious in any other way to the treatment plant personnel.
- C. Heat in amounts that will inhibit biological activity in the treatment plant which cause, or may cause, pass-through or interference, but in no case heat in such quantities such that the temperature at the treatment plant headworks exceeds 104 degrees Fahrenheit or 40 degrees centigrade.
- D. Liquid matters of any nature containing suspended solids in excess of 300 parts per million.
- E. Matter of any nature containing five-day biochemical oxygen demand in excess of 300 parts per million, or any pollutant, including oxygen demanding pollutants, (BOD, etc.) released in either a slug load or continuous discharge of such volume, flow/rate and/or pollutant concentration which will cause, or may cause, pass-through or interference of the treatment plant.
- F. Animal or vegetable greases, oils or matter containing animal or vegetable grease or oil of any nature in excess of 100 parts per million, or any petroleum products, that may cause pass-through or interference of the treatment plant.

- G. Liquid matter with a pH lower than 5.5 or higher than 9.0, or having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the sewage control works.
- H. Solid or viscous pollutants in amounts that cause, or may cause, obstruction to the flow in the treatment plant or otherwise interfere with the operations or maintenance of the treatment plant.
- I. Pollutants which result in the presence of toxic gases, vapors, or fumes within the treatment plant in a quantity which cause, or may cause, acute worker health and safety problems.
- J. Any trucked or hauled pollutants, except at designated discharge points. Permission must be obtained from the public works ~~and utilities~~ director. Analysis of the material and payment of fees will be based upon the cost of treating the waste, including costs of analyses.
- K. Wastewaters containing dangerous waste, as prohibited by chapter 173-303 WAC.
- L. Any matter which, in the opinion of the public works ~~and utilities~~ director, might interfere with the satisfactory operation of any treatment plants or any portion of the sewer system.
- M. Parking lot washing, building stripping and other associated activities which contain chemicals and produce byproducts that are not environmentally friendly shall not be discharged to the storm sewer or sanitary sewer system. Waste shall be collected and disposed of off-site in an approved waste site location.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 54. Section 9.25.330 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.330 Matters excluded from sanitary sewers.**

- A. In addition to the matter excluded in ECC 9.25.310, no one shall discharge or cause to be discharged any storm water, surface water, basement sumps, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer. Storm water shall be discharged per local, state, and federal regulations for discharge of storm water and shall be in accordance with subsections (A) through (E) of this section.
- B. Storm drainage from hard surfaced or graded areas will be channeled to protect adjacent property. Surface drainage will be treated by employing best management practices identified by the Washington State Department of Ecology. The volume of storm drainage water to be treated will be equal to one-half inch applied over the total surface area. After treatment, water may be

discharged to city storm drains or adjacent surface water. If discharge facilities are not available, provisions must be made to retain storm drainage on the site.

C. All hard surfaced or graded areas such as parking lots and service station yards shall be drained in such manner as will protect adjacent public and private property from damage and such. Drainage shall enter the storm sewer or other outlet by way of an inlet structure of such design as is approved by the public works ~~and utilities~~ director.

D. Storm water treatment and flow control facilities for storm water generated on city rights-of-way should be located on existing or dedicated city rights-of-way. However, when, in the opinion of the public works ~~and utilities~~ director, site topography or construction issues do not allow the facilities to be located on city rights-of-way, the facilities may be located on dedicated easements, preferably adjacent to the city right-of-way. Maintenance of these treatment and flow control facilities which manage storm water generated on public rights-of-way will be performed by the city once the new system is fully functional and has been approved by the city.

E. Groundwater during construction or maintenance activities.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 55. Section 9.25.340 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.340 Inspection of sewers and attachments.**

The public works ~~and utilities~~ director shall have the right to enter upon premises drained by any side sewer or connected with the municipal sewer system at all reasonable hours to ascertain whether the provisions of the ordinances of the city relative to sewerage have been complied with. If the sewer or its attachments are not in conformance with the provisions of any law or ordinance in regard thereto, the owner of the premises, or his agent, shall be notified to cause the sewer or its attachments to be so altered, repaired or reconstructed as to make them conform to the requirements of the laws and ordinances within 30 days from the time of receipt of such notice.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 56. Section 9.25.350 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.350 Testing of sewage waste.**

The public works ~~and utilities~~ director shall be permitted to enter upon any and all premises at all reasonable times for the purpose of inspection, observation, measurement, sampling and testing of sewage waste in accordance with the provisions of this chapter; and it is unlawful for any person to prevent or attempt to prevent any such entrance or obstruct or interfere with any such

officer or employee while so engaged. Premises shall be required to provide sampling location, if needed.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 57. Section 9.25.360 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.360 Determination of character of waste matter.**

Before any matter of any nature may be discharged into the sewer system which might reasonably be considered a violation of this chapter, the controlling characteristic of such matter shall be determined to the satisfaction of the public works ~~and utilities~~ director. The responsibility to analyze the characteristics of matter to be discharged into the sewer system lies solely with the party or parties desiring to discharge the matter into the sewer system. Verification of analysis results and the decision as to whether or not an authorization to discharge shall be issued shall be the responsibility of the public works ~~and utilities~~ director. The fact that any matter has been discharged into the sewer system prior to the passage of this chapter or subsequent thereto, with or without objection from the public works ~~and utilities~~ director, does not constitute a waiver of the city's right to object, or create any right to so discharge such matter. Upon discovery by the public works ~~and utilities~~ director at any time that any matter being discharged into the sewer does not conform to the requirements of this chapter, the director may immediately stop the discharge of such matter into the sewer system.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 58. Section 9.25.400 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.25.400 Water service requirements.**

A. When new buildings are to be erected on the site of old ones and it is desired to increase the size or change the location of the old service connection, or where a service connection to any premises is abandoned or no longer used, the public works ~~and utilities~~ director may cut out or remove such service connection, after which, should a service connection be required to said premises, a new service shall be placed only upon the owner making an application for a new tap in the regular manner.

B. When water has been shut off for any cause, and is turned on again or allowed or caused to be turned on by the owner, no refund of rates will be made on account of its having been shut off, and the public works ~~and utilities~~ director may then shut off the water at the main, or remove a portion of the service connection in the street, and shall charge the actual cost of cutting out and reinstating the water supply.

C. Water for construction purposes may be furnished by meter, and the payment for the same shall be made at the same time and in the manner as other meter rates. All water for building or construction purposes shall be charged against the property upon which it is used, and the owner thereof.

D. The city will install a temporary meter upon request. The meters will be considered temporary until such time that the service is used for its intended purpose or occupancy of facility served, which shall be considered permanent. If a meter or appurtenances requires maintenance or moving vertically or horizontally when it becomes permanent, the city will perform required work and the permit holder will be billed for the work.

E. When several houses, buildings, or premises are supplied or are to be supplied with water through one service connection with the city main, the public works and utilities director may in his/her discretion either decline to furnish water until separate services are provided or the service is metered, or in case any one of the owners or occupants becomes delinquent or violates any of the provisions of this chapter, the public works and utilities director may shut off the original or main service until all delinquent and unpaid charges and other charges are paid, and the premises supplied by the main service shall be held responsible for all delinquent and unpaid charges against any one or all of the separate owners or users. No change of ownership or occupation shall affect the application of this section.

F. It is unlawful for any person to waste water or allow it to be wasted by imperfect or leaking stops, valves, pipes, closets, faucets or other fixtures, or to use water closets without self-closing valves, or to allow any pipes or faucets to run open to prevent the service from freezing, or for any other reason, or to use the water for purposes other than those named in the application upon which rates for water are based, or for any other purpose than that for which his utility service agreement provides, or to use it in violation of any provision of this chapter.

G. When the water utility has been requested to attach a meter to pipes within a building or buildings occupied by several tenants, and it is divided without alteration being made in the plumbing that is divided, written notice and request to make such necessary alterations shall be given by the water department to the owner or occupant. In the event of failure to comply with said notice within ten days after its date, the supply may be withdrawn until the alteration shall have been made.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 59. Section 9.30.100 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4942, is hereby amended to read as follows:**

**9.30.100 Electric rates.**

- A. Separate electric rates shall be established for the following rate classes: residential, low-income senior citizen/low-income disabled citizen, general service, general service demand, nonprofit agency serving the disadvantaged, security lighting, municipal, and large customer/contractual, primary metered and renewable energy.
- B. The low-income senior citizen/low-income disabled citizen and nonprofit agency serving the disadvantaged rates shall have consumption and customer charges set at 50 percent of the residential rate and general service rate respectively. The rates established by this section will be published ~~by the public works and utilities department~~ on the city's website, and be made available from the city's finance department.
- C. Primary metered customers where the city owns and maintains the transformer beyond the 12,470-volt metering point shall receive a one percent discount for transformer losses from the E-201 consumption rate and a one percent discount from the E-220 demand rate.
- D. Primary metered customers where the customer owns and maintains the transformer beyond the 12,470-volt metering point shall receive a two percent discount for transformer losses from the E-201 consumption rate and the E-220 demand rate and a two percent discount for transformer investment and maintenance from the E-201 customer charge.
- E. All general service and primary metered customers shall have demand consumption averaged over a 15-minute rolling average time interval.
- F. Renewable energy and renewable energy system contributions are two voluntary rates to enable all city electric customers to participate in renewable energy. Renewable rates revenue will go into a designated cash account established to maintain the community renewable energy park and provide education about renewable energy resources. A direct one-time donation to the designated cash account shall also be allowed; however, if over \$1,000.00, the Ellensburg city council would need to accept the donation per the Ellensburg City Code.
1. The renewable energy rate shall be a voluntary monthly upgrade premium sold in 100 kilowatt hour blocks added incrementally to the consumption charge of the regular electric rate associated with the customers' electric service. The amount of energy available for purchase will be limited to the generation output of the city's community renewable energy park.
  2. The renewable energy system contribution is a voluntary fixed monthly contribution to the designated cash account set up to maintain the community renewable energy park and provide education about renewable energy resources.
  3. The voluntary rates established in this subsection are month to month and can be started and stopped at the customer's request.



4. On an annual basis (or more often, as circumstances warrant) the director of ~~public works and utilities~~ energy services or designee will report in writing to the Ellensburg city council concerning revenue generated by voluntary rates established in this section, and concerning expenditures from the fund established to manage those revenues. In the interest of public education as envisioned by the ordinance codified in this section, voluntary ratepayers and the general public will be apprised of such revenues and expenditures.

G. Unmetered services for several small electrical devices include, but are not limited to, municipal emergency management systems, municipal security camera systems, communications systems, irrigation systems, street lighting systems, and other systems that are mounted in the communications zone on utility poles or on streetlighting poles or on other locations that are directly connected to the city's electrical distribution system without a service panel or metering.

Small electrical devices shall comply with the following:

1. At least one service of each small electrical device type with an operating load that is not comparable to any other small electrical device of the customer, as determined by the ~~public works and utilities~~ energy services director, shall be metered. For the purposes of this subsection only, "not comparable" shall mean the anticipated operating load is not within ten percent of any other small electrical device of the same or substantially similar design.
2. Beginning January 1, 2018, additional services used for small electrical devices including, but not limited to, municipal emergency management systems, municipal security camera systems, communications systems, and other systems as determined by the ~~public works and utilities~~ energy services director with similar operating loads will not be metered. The rates charged for each metered and unmetered system shall include a consumption charge based on the metered consumption of a small electrical device type with a similar operating load and a customer charge as determined by the ~~public works and utilities~~ energy services director. The customer's utility billing shall be revised based on any changes to the number of systems with similar operating loads.

(Ord. 4844 § 2, 2019; Ord. 4804 § 2, 2018; Ord. 4764 § 1, 2017; Ord. 4706 § 1, 2015; Ord. 4684 § 3, 2014; Ord. 4633 § 1, 2013; Ord. 4626 § 1, 2012; Ord. 4555 § 3, 2009; Ord. 4503 § 2, 2007; Ord. No. 4942, § 1, 5-20-2024)

**Section 60. Section 9.30.150 of the Ellensburg City Code, as last amended by Sections 1,2, & 5 of Ordinance 4804, is hereby amended to read as follows:**

**9.30.150 Treatment of new large single loads.**

A. Definitions. For the purposes of this section, the following definitions apply:

*3.2MVA* means 3,200,000 volt-amps, which is equivalent to the full rated capacity of electric utility service entrance equipment rated at 4,000 amp 480 volt three phase.

*Connected load* is determined in accordance with the National Electric Code.

*New large single load* means a general service single or three phase demand or primary service metered account that applies for electric service with ~~public works and utilities~~ energy services department after December 31, 2013, based upon the supply of service to the entire premises through a single delivery and metering point that exceeds a connected load of 3.2MVA.

*Tier 1* means the wholesale power supplied by the Bonneville Power Administration to the city for its share of the federally based system based on the tiered rate methodology, excluding tier 1 load shaping services.

*Tier 2* means wholesale power supplied to the city based on the tiered rate methodology.

*Tiered rate methodology* means the Bonneville Power Administration Tiered Rate Methodology, document number TRM-12-A-01, that was established in November 2008.

B. Subject to the exclusions stated herein, this section applies to all new large single loads.

This section is intended to establish rates only for the sale of tier 1 load shaping and tier 2 wholesale power supply for new large single loads. The point of ownership change shall be defined in a one-line drawing of the service installation in accordance with the city's ~~public works and utilities~~ energy services department records. The rates established in this section apply to the extent that tier 1 wholesale power supply is not available to serve all or a portion of the new large single load. This section does not apply to new large single loads as defined by the Bonneville Power Administration in its new large single load policy document dated April 2001. This section also does not apply to new large single loads that are served under ECC 9.91.100(I).

C. After December 31, 2013, a new large single load shall be charged the following rates and charges based on the energy and demand usage and power factor for each month as measured by the account meter:

1. New large single loads will be charged the actual cost of generation and transmission services incurred by the city for such service as determined by the ~~public works and utilities~~ energy services director. Generation services may include but not be limited to the BPA priority firm public rate, tier 1 load shaping charges, tier 2 charges, and transmission charges for wholesale services. The city in its sole discretion shall have the right to determine what tier 2 rate alternatives it procures from the Bonneville Power Administration or another entity.

2. A customer charge in accordance with ECC 9.91.100(C), (D), (K) or (L) shall apply to new large single loads.
3. A distribution charge shall apply to new large single loads and be determined by multiplying 0.40 times the sum of subsections (C)(1) and (2) of this section, which includes all applicable taxes.

D. The following charges and adjustments shall be applied to any new large single load served under this schedule:

1. The sum of the customer's previous year's actual tier 1 and tier 2 wholesale generation and transmission costs and customer charges and distribution charges less the customer's previous year's retail charges shall be used to establish the amount of tier 1 and tier 2 true up to the customer in the subsequent year.
2. Based on the anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

(Ord. 4804 §§ 1, 2, 5, 2018; Ord. 4625 § 1, 2013)

**Section 61. Section 9.30.200 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4844, is hereby amended to read as follows:**

**9.30.200 Gas rates.**

A. Separate gas rates shall be established for the following rate classes: residential, low-income senior citizen/low-income disabled citizen, commercial and industrial, nonprofit agency serving the disadvantaged, and interruptible industrial.

B. Due to volatility in retail gas consumption and the need to satisfy bond covenants associated with maintaining a minimum debt service coverage, anytime projected budget revenues and expenditures for the next year are calculated to produce a DSC of less than 1.2, an automatic adjustment to the consumption charge of all gas rate schedules shall be made on October 1 of the current year to provide sufficient revenues to attain a DSC of 1.2 for the ensuing year.

C. The low-income senior citizen/low-income disabled citizen and nonprofit agency serving the disadvantaged rates shall have consumption and customer charges set at 50 percent of the residential rate and commercial and industrial rate respectively. The rates established by this section will be published ~~by the public works and utilities department~~ on the city's website, and be made available from the city's finance department.

(Ord. 4844 § 3, 2019; Ord. 4555 § 4, 2009; Ord. 4503 § 2, 2007)

**Section 62. Section 9.30.300 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4844, is hereby amended to read as follows:**

**9.30.300 Sewer rates.**

- A. Separate sewer rates shall be established for the following rate classes: residential single-family, residential multifamily, low-income senior citizen/low-income disabled citizen, commercial, nonprofit agency serving the disadvantaged, industrial and general service, Central Washington University, multifamily, municipal, high strength commercial, and large customer/contractual.
- B. Customers in single-family or multi-unit structures shall have the privilege of receiving service under either the residential single-family rate (S-11), the residential multiple-family rate (S-12) or the multifamily rate (S-23). However, once the customer has selected a rate under which to receive service the customer's selection shall be in force and effect for a firm period of at least 12 months and shall not be applied to any service previously rendered.
- C. Users of water for irrigation, cooling, or other special purposes, which does not enter any sanitary sewer or combined sewer and which is separately metered for such special purposes, shall be exempt from payment of sewer service charges for such special use.
- D. The low-income senior citizen/low-income disabled citizen and nonprofit agency serving the disadvantaged rates shall have a customer charge and a volume charge set at 50 percent of the residential single-family rate and the commercial, industrial and general service rate respectively. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.

(Ord. 4844 § 4, 2019; Ord. 4555 § 5, 2009; Ord. 4503 § 2, 2007)

**Section 63. Section 9.40.270 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.270 On-site sewage disposal systems.**

- A. Whenever it is determined by the public works and utilities director that connection to the sanitary sewer is impractical for a premises because of distance or unavailability, then the owner of the premises may make application for a permit to dispose of wastes on the premises.
- B. Applications for a permit for an on-site disposal system shall be made to the county health department which shall issue a permit only after the following conditions have been satisfied:

1. The lack of sewer system availability has been confirmed by the public works ~~and utilities~~ director in writing;
2. Submission of a design by a licensed designer which identifies sufficient lot area, proper soil conditions, and any other conditions specified by the county health department; and
3. Payment of all fees associated with the permit.

C. Installation of an on-site sewage disposal system shall be by a licensed and bonded installer. All on-site disposal systems must be inspected by the health department prior to covering. All costs for the installation of an on-site sewage disposal system shall be borne by the property owner or user.

D. Maintenance and operation of on-site sewage disposal systems shall be the responsibility of the property owner. Any failures of a system shall be corrected in the manner and within the time limit specified by the health department.

E. All on-site sewage disposal systems within the city limits which are in existence or for which permits are subsequently issued under the provisions of this chapter shall be used only as a temporary method of sewage disposal and shall be authorized for use only until the municipal sewer system becomes available and connection is required under ECC 9.10.300(B).

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 64. Section 9.40.280 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.280 Defective side sewer.**

When any side sewer is constructed, laid, connected or repaired, and does not comply with the provisions of this chapter, or where it is determined that a side sewer, drain, ditch, or natural watercourse is obstructed, broken or inadequate and is a menace to health, or is liable to cause damage to public or private property, the public works ~~and utilities~~ director shall give notice to the owner, agent or occupant of the property on which such condition exists and if he shall refuse to reconstruct, relay, reconnect, repair, or remove the obstruction of the side sewer, drain, ditch, or natural watercourse within the time specified in such notice, the public works ~~and utilities~~ director may perform such work as may be necessary to comply with this chapter, and the cost of such work so done shall be charged to the property owner or occupant and shall become immediately payable to the city upon written notice of such amount being given to the property owner or occupant or posted upon the premises.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 65. Section 9.40.290 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.290 Recreational vehicle waste discharge.**

Waste from recreational vehicles shall be discharged only in those facilities and at those locations which have been approved by the public works ~~and utilities~~ director. It is unlawful for any person or business to accept waste from a recreational vehicle without having a permit to accept such waste.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 66. Section 9.40.450 of the Ellensburg City Code, as last amended by Sections 1 & 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.450 Street and area lighting.**

The city provides street lighting for arterial streets, intersections, and other critical locations in the city needing illumination. ~~Public works and utilities~~ Energy services provides for operation and maintenance of street lighting to the city at cost. Auxiliary lighting may be installed based on recommendations of other city departments subject to approval by the ~~public works and utilities~~ energy services director. The city will not install any new area lighting for any other entity except under provisions of ECC 9.40.350.

(Ord. 4804 §§ 1, 2, 2018; Ord. 4503 § 2, 2007)

**Section 67. Section 9.40.475 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.475 Use of spare or joint use conduits.**

A. The city-owned telecommunications utility may use spare conduits and jointly use primary and secondary conduits owned by the city electric utility, and the city-owned telecommunications utility may jointly use secondary conduits owned by the city for street lighting, for the installation of telecommunications facilities.

B. The city-owned telecommunications utility shall pay a conduit licensing fee in accordance with ECC 9.92.100 for the use of spare or joint use conduits when customers are receiving telecommunications services.

C. Installation of telecommunications facilities in primary or secondary conduits owned or under the exclusive control of the city electric utility shall be performed by qualified electrical employees.

D. Priority to the restoration of damaged joint use conduits shall be given to city light customers, then to telecommunications customers.

E. Other entities may use spare conduits and jointly use primary and secondary conduits owned by the city for telecommunications facilities, subject to a determination by the ~~public works and utilities~~ energy services director that there is excess capacity and such use is in accordance with ECC 9.05.100. Other entities shall pay a conduit licensing fee in accordance with ECC 9.92.100 for the use of spare or joint use conduits when customers are receiving telecommunications services. The city shall not be responsible for locating or repairing spare conduits used by other entities. Priority to the restoration of damaged joint use conduits shall be given to city light customers, then to telecommunications customers, and then to other entities.

(Ord. 4804 § 2, 2018; Ord. 4790 § 1, 2018)

**Section 68. Section 9.40.550 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.550 Opening fire hydrants.**

A. It is unlawful for any person, except when duly authorized by the public works ~~and utilities~~ director, to operate, turn on, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, valve, or stop cock belonging to the city. Violation of this section constitutes a misdemeanor.

B. Any person, other than authorized employees of Kittitas Valley Fire and Rescue requiring the use of any hydrant or valve belonging to the city, must make written application for the same in advance to the public works ~~and utilities~~ director.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 69. Section 9.40.560 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.40.560 Property of water system.**

It is unlawful for any person, unless duly authorized by the public works ~~and utilities~~ director, to disturb, contaminate, interfere with or damage any water main, water pipe, reservoir, machinery, tools, buildings, or improvements, belonging to, connected with or under the control of the municipal water system of the city. Violation of this section constitutes a misdemeanor.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 70. Section 9.40.700 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

#### **9.40.700 Water contamination prevention.**

A. The installation or maintenance of a cross-connection which will endanger the water quality of the potable water supply of the city is prohibited. Any such cross-connection now existing or hereafter installed is a nuisance and shall be abated. The control or elimination of cross-connections shall be in accordance with the Washington Administrative Code (WAC 246-290-490 or 296-24-12005) or subsequent revisions, together with any future manuals of standard practice pertaining to cross-connection control approved by the Director of the State of Washington Department of Health, and the city's "Cross-Connection and Backflow Policy and Procedure," which policy by this reference is incorporated into this title and which is on file with the office of the city clerk for public use and examination. The water supply will be discontinued to any premises for failure to comply with the provisions of this section and will not be re-established until compliance is approved by the public works and utilities director.

B. Service from the city water supply system to any premises upon which a private water supply system is used or operated contrary to the provisions of the rules and regulations of the state department of health regarding public water supplies may be discontinued or refused upon order of the public works and utilities director.

C. Furnishing of any fire suppression, irrigation or other service representing a backflow potential shall be contingent upon the installation of the backflow prevention device approved by the State of Washington Department of Health for the protection of the city water supply from backflow.

D. A public works irrigation/backflow permit shall first be issued prior to any connection being made to the city water system, when said connection has been identified as being a potential cross-connection.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 71. Section 9.50.200 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

#### **9.50.200 Gas service curtailment.**

A. Due to the sensitive nature of the information contained in, and to comply with, the U.S. Department of Transportation's security requirements, the load shedding and restoration procedures document is of restricted circulation.

B. New or revised load shedding and restoration plans shall be provided to the utility advisory committee and the city council at the earliest opportunity for approval. Under emergency conditions, the ~~public works and utilities~~ energy services director may implement new or revised plans prior to city council approval.



C. After any emergency is over and normal operation of the gas system has been restored, the ~~public works and utilities~~ energy services director shall prepare a report detailing the actions taken by the city and the resulting impacts to customers to the extent that federal homeland security rules allow.

(Ord. 4804 § 2, 2018; Ord. 4503 § 2, 2007)

**Section 72. Section 9.50.400 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.50.400 Water service curtailment.**

A. The public works ~~and utilities~~ director shall prepare and maintain a detailed plan that, when placed into effect, will ensure the maintenance of adequate water reserve storage, yet provide sufficient water for the general health and sanitary requirements of the residents of the city.

B. The specific plan for the curtailment of water use from the city water distribution system shall become effective four hours after the declaration of the emergency condition. The specific plan of curtailment shall be provided to the local radio station or other communications media as soon as possible.

C. It is unlawful for any person, firm, or corporation to use water supplied through the water distribution system of the city in any manner whatsoever that is not in compliance with the terms of the announced plan for the curtailment of water usage. Violation of this section constitutes a misdemeanor.

D. The city reserves the right at any time, without notice, to shut off the water supply for repairs, extensions, nonpayment of rates or any other reason, and the city shall not be responsible for any damages, such as bursting of boilers supplied by direct pressure, the breaking of any pipes or fixtures, stoppages or interruption of water supply, or any other damage resulting from the shutting off of water. Where possible, prior notice of the shut off will be given.

(Ord. 4804 § 4, 2018; Ord. 4503 § 2, 2007)

**Section 73. Section 9.75.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4804, is hereby amended to read as follows:**

**9.75.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

*City of Ellensburg Net Metering Interconnection Standards* means the standards document, which governs the terms and conditions under which the customer's generation facility will interconnect with, and operate in parallel with, the city's electric system.

*Customer generation facility* means non-utility owned equipment capable of generating electricity and delivering that electricity to the city's distribution network.

*Net metering of electricity* means energy that flows to and from the utility customer through a bi-directional meter, and for which they are billed the net difference between energy used and energy produced by the utility customer.

*Net wholesale power cost* means the annual total cost of power purchased by the city divided by the annual total kilowatt hours purchased.

*Third party owner* means an owner of a generation facility installed on a utility customer's property that is interconnected with the utility, but which is not owned by the utility customer.

*Utility* means the electrical utility division of the city's ~~public works and utilities~~ energy services department.

(Ord. 4804 § 1, 2018; Ord. 4722 § 1, 2016; Ord. 4503 § 2, 2007)

**Section 74. Section 9.75.030 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4804, is hereby amended to read as follows:**

**9.75.030 General.**

A. The city will review the installation of customer generation facilities for compliance with applicable electrical codes and the City of Ellensburg Net Metering Interconnection Standards, a complete copy of which shall be retained in the office of the city clerk for use and examination by the public. All customer generation facilities must include protective devices approved by the ~~public works and utilities~~ energy services department that automatically isolate the customer's generation from the city's distributions system when an outage occurs on the city's system. The specifications and requirements in the Net Metering Interconnection Standards are intended to mitigate possible adverse impacts caused by the customer's generation facility on utility equipment and personnel, and on other customers of the utility.

B. The utility shall own, maintain and install on the customer's property a revenue grade kilowatt-hour meter, capable of registering the bi-directional flow of electricity at the point of common coupling at a level of accuracy that meets all applicable standards.

C. A third party owner may sell electrical power from or lease their generation facility to a utility customer that has met the requirements for net metering interconnection in subsection (A) of this section, has submitted a completed application and a net metering interconnection

agreement between the customer and the utility. A third party owner must comply with all applicable state laws and regulations.

D. Customer generation facilities are exempt from the requirement for a franchise.

(Ord. 4804 § 1, 2018; Ord. 4722 § 1, 2016; Ord. 4503 § 2, 2007)

**Section 75. Section 9.75.040 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.75.040 Net metering and utility billing.**

A. If the electricity supplied by the utility exceeds the electricity generated by the customer-generator during the billing period, the customer-generator shall be billed for the net electricity supplied by the electric utility in accordance with normal metering practices and utility rates.

B. If electricity generated by the customer-generator exceeds the electricity supplied by the utility during the billing period, the customer-generator shall be billed for the appropriate customer charges for that billing period and shall be credited for the excess kilowatt-hours generated during the billing period, with the kilowatt-hours credit appearing on the bill for the following billing period.

C. Upon a customer-generator's written request, the electric utility shall provide meter aggregation. For customer-generators participating in meter aggregation, kilowatt-hours credits earned by a net metering system during the billing period shall first be applied to offset charges for electricity supplied by the electric utility. Not more than a total of 100 kilowatts of electricity generation shall be aggregated among all customer-generators participating in a generating facility under this subsection. Excess kilowatt-hours credits earned by the net metering system during the same billing period shall be credited equally by the electric utility to remaining meters located on all premises of a customer-generator at the designated rate of each meter. Meters so aggregated shall not change rate classes due to meter aggregation under this section.

D. On April 30 of each calendar year, any remaining unused kilowatt hour credit accumulated during the previous year shall be purchased by the utility at the net wholesale power cost from the customer-generator.

E. The city shall not limit the cumulative generation capacity as provided in RCW 80.60.040 until such time an applicant's proposed system(s) may cause the cumulative amount of customer generation capacity on a feeder to exceed 10 percent of the feeder's capacity, in which case a system impact study may be required by the ~~public works and utilities~~ energy services director to identify adverse impacts which could be caused by the customer's proposed generation facility on utility equipment and personnel and on other customers of the utility. If such a study is required:

1. The study will be conducted by the city or a consultant contracted by the city, and must be paid for in advance by the applicant based on the estimated cost of the study.
2. If the study results in identification of negative impacts to system reliability, interconnection of the applicant's system at the proposed location may be denied by the ~~public works and utilities~~ energy services director.

(Ord. 4804 § 2, 2018; Ord. 4722 § 2, 2016)

**Section 76. Section 9.80.030 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4820, is hereby amended to read as follows:**

**9.80.030 General.**

- A. The ~~public works and utilities~~ energy services director will monitor customer consumption and weather patterns to estimate the future retail consumption of energy by customers of the city's electric and gas utilities.
- B. The ~~public works and utilities~~ energy services director will keep the city manager, utility advisory committee and city council apprised of prospective needs to purchase and sell energy and the strategies in place to determine the need for and desirability to purchase additional energy or sell energy at any particular time.
- C. The ~~public works and utilities~~ energy services director, or his/her designee, will sell wholesale energy, when the opportunity exists or necessitates, to optimize the purchase and sale of energy and minimize the rate impacts to retail customers. Any resulting net revenue the city realizes from the sale of energy will be distributed to retail customers in the form of rate reductions.

(Ord. 4820 § 5, 2019; Ord. 4804 § 2, 2018; Ord. 4503 § 2, 2007)

**Section 77. Section 9.80.100 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4820, is hereby amended to read as follows:**

**9.80.100 Wholesale electricity purchases.**

- A. The ~~public works and utilities~~ energy services director or his/her designee will analyze and recommend entering into long-term tier 1 power supply contracts with credit-worthy electricity suppliers when existing contracts are expiring or when existing contracts do not provide for all of the city's needs. Negotiated contracts for energy supply will be reviewed by the utility advisory committee and approved by the city council.
- B. The ~~public works and utilities~~ energy services director or his/her designee, after determining that a need exists to purchase or sell tier 2 power supplies, will solicit quotes from

suppliers. Due to the nature of the electric business, prices are volatile and change rapidly, and purchase commitments must be made verbally with written confirmation. The ~~public works and utilities~~ energy services director or his/her designee is authorized to make verbal commitments and written confirmations for the purchase and sale of tier 2 power, and will notify the city manager, utility advisory committee and city council at the first opportunity of any such wholesale tier 2 power supply purchases.

(Ord. 4820 § 5, 2019; Ord. 4804 § 2, 2018; Ord. 4743 § 1, 2016; Ord. 4709 § 5, 2015; Ord. 4503 § 2, 2007)

**Section 78. Section 9.80.200 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4820, is hereby amended to read as follows:**

**9.80.200 Wholesale gas purchases**

A. The ~~public works and utilities~~ energy services director or his/her designee will analyze proposals and recommend entering into one or more base supply agreement(s) and a natural gas asset management services agreement with a credit-worthy gas supplier. The base agreement(s) and natural gas management services agreement for gas supply will be reviewed by the utility advisory committee and approved by the city council.

B. The ~~public works and utilities~~ energy services director or his/her designee, after determining that an opportunity exists to purchase and sell necessary gas supplies, will solicit quotes from its suppliers. Due to the nature of the natural gas commodities business, prices are volatile and change rapidly. Therefore, purchase and sale commitments must be made verbally with written confirmation. The ~~public works and utilities~~ energy services director or his/her designee will notify the city manager, utility advisory committee and city council at the first opportunity of any gas purchases or sales.

(Ord. 4820 § 5, 2019; Ord. 4804 § 2, 2018; Ord. 4729 § 1, 2016; Ord. 4709 § 6, 2015; Ord. 4648 § 1, 2013; Ord. 4503 § 2, 2007)

**Section 79. Section 9.80.300 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4820, is hereby amended to read as follows:**

**9.80.300 Wholesale telecommunications purchases.**

A. The ~~public works and utilities~~ energy services director or his/her designee will analyze proposals and recommend entering into a master services agreement(s) with a credit-worthy wholesale telecommunications service provider(s). Master services agreement(s) for wholesale telecommunications services will be reviewed by the utility advisory committee and approved by the city council.

B. The ~~public works and utilities~~ energy services director or his/her designee, after determining that a need exists to purchase wholesale telecommunications services, will solicit quotes from suppliers. Due to the nature of the telecommunications business, prices are volatile and change rapidly, and purchase commitments must be made verbally with written confirmation. The ~~public works and utilities~~ energy services director or his/her designee is authorized to make such verbal commitments and written confirmations, and will notify the city manager, utility advisory committee and city council at the first opportunity of any such wholesale telecommunications service purchases.

C. The network operating center of the wholesale telecommunications service provider shall monitor each circuit to the point of delivery for each public agency and for each customer using equipment provided by the wholesale telecommunications service provider.

(Ord. 4820 § 5, 2019; Ord. 4804 § 2, 2018; Ord. 4709 § 7, 2015)

**Section 80. Section 9.85.040 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4913, is hereby amended to read as follows:**

**9.85.040 General.**

A. The ~~public works and utilities~~ energy services director will direct the city's participation in the state's cap and invest program for the city's electric and gas utilities.

B. The ~~public works and utilities~~ energy services director will keep the city manager, finance director, utility advisory committee and city council apprised of prospective needs for participation in the cap and invest program and the strategies in place to manage compliance.

(Ord. No. 4913, § 1, 2023)

**Section 81. Section 9.85.060 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4913, is hereby amended to read as follows:**

**9.85.060 Selection of city representative and delegated authority.**

A. The ~~public works and utilities~~ energy services director, or their designee, is delegated all necessary authority to carry out the duties and responsibilities contained in chapters 70A.65 RCW and 173-446 WAC on behalf of the city, which shall be bound by their representations, actions, inactions, or submissions and by any order or decision issued to them by the Washington State Department of Ecology, the Washington State Pollution Control Hearings Board, or a court of law regarding the city's participation in the cap and invest program, including but not limited to the following:

1. To designate the primary and alternate account representatives for purposes of conducting the city's duties and responsibilities in compliance with the state cap and invest program; and

2. For the purchase and sale of greenhouse gas/carbon compliance instruments such as carbon credits/allowances, offsets, and other associated compliance instruments.

B. Authority delegated in this section must be exercised in accordance with state and federal law, and city policy, and is limited by expenditure authority designated for each respective fund in the city's biennial budget.

C. The ~~public works and utilities~~ energy services director will notify the city manager, utility advisory committee and city council at the first opportunity of cap and invest program market activity exercised on behalf of the city, and any order or decision issued to the city regarding the city's participation in the cap and invest program.

(Ord. No. 4913, § 1, 2023)

**Section 82. Section 9.91.100 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4942, is hereby amended to read as follows:**

**9.91.100 Electric utility rate schedules.**

*A. Residential E-100.*

1. *Availability.* This electricity service rate schedule is available within the service area of the city to single-family dwellings and multiple-family dwellings through a separate meter for each living unit. This rate schedule is not available for electric energy resale purposes, or where any part of the use is for purposes other than above stated.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0737 per kWh | All usage at \$0.0737 per kWh | All usage at \$0.0772 per kWh | All usage at \$0.0772 per kWh |
| Customer charge:    | \$0.9205 per day              | \$0.9205 per day              | \$0.9640 per day              | \$0.9640 per day              |

*B. Residential distributed generation E-115.*

1. *Availability.* This electricity net metering service rate schedule is available within the service area of the city to single-family dwellings and multifamily dwellings through a separate net meter for each generation system. This rate schedule is not available for electric energy resale purposes.
2. *Character of service.* Energy delivered and energy received under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption plus a daily customer charge computed as follows for each net meter servicing the premises:

| Effective date       | 1/1/2022                                                                   | 1/1/2023                                                                   | 1/1/2024                                                                   | 1/1/2025                                                                   |
|----------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Consumption charge:  | All delivered energy at \$0.0737 per kWh                                   | All delivered energy at \$0.0737 per kWh                                   | All delivered energy at \$0.0772 per kWh                                   | All delivered energy at \$0.0772 per kWh                                   |
| Consumption credits: | All received energy up to the monthly delivered energy at \$0.0737 per kWh | All received energy up to the monthly delivered energy at \$0.0737 per kWh | All received energy up to the monthly delivered energy at \$0.0772 per kWh | All received energy up to the monthly delivered energy at \$0.0772 per kWh |
| Customer charge:     | \$1.1014 per day                                                           | \$1.1014 per day                                                           | \$1.1535 per day                                                           | \$1.1535 per day                                                           |

C. *Low-income senior citizen/low-income disabled citizen E-130.*

1. *Availability.* This rate is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen, who do not reside in federally subsidized housing and who agree to participate in energy conservation programs that are available at no charge. The rates



established by this section will be published ~~by the public works and utilities department~~ on the city’s website, and be made available from the city’s finance department.

Failure to participate in an available energy conservation program after receipt of a utility discount shall constitute a basis for denial by the city of continued participation in the utility discount program until such conservation measures are installed. The customer may submit a written request, on a form provided by the city, identifying the reasons they should be exempt from participation in available conservation programs, which request is subject to approval or denial by the ~~public works and utilities~~ energy services director.

- 2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.

D. *General service single phase demand E-200.*

- 1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.
- 2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
- 3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0524 per kWh | All usage at \$0.0524 per kWh | All usage at \$0.0534 per kWh | All usage at \$0.0534 per kWh |
| Demand charge:      | All demand at \$6.30 per kW   | All demand at \$6.30 per kW   | All demand at \$6.43 per kW   | All demand at \$6.43 per kW   |
| Customer charge:    | \$1.8740 per day              | \$1.8740 per day              | \$1.9115 per day              | \$1.9115 per day              |

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.
5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

E. *General service three phase demand E-201.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 400 amps three phase at 120-208 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0524 per kWh | All usage at \$0.0524 per kWh | All usage at \$0.0534 per kWh | All usage at \$0.0534 per kWh |
| Demand charge:      | All demand at \$6.30 per kW   | All demand at \$6.30 per kW   | All demand at \$6.43 per kW   | All demand at \$6.43 per kW   |
| Customer charge:    | \$3.7808 per day              | \$3.7808 per day              | \$3.8564 per day              | \$3.8564 per day              |

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

F. *General service single phase distributed generation E-202.*

1. *Availability.* This net metered electricity rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a monthly demand charge, plus a daily customer charge computed as follows for each net meter servicing the premises:

| Effective date       | 1/1/2022                                               | 1/1/2023                                               | 1/1/2024                                               | 1/1/2025                                               |
|----------------------|--------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| Consumption charge:  | All usage at \$0.0524 per kWh<br>(Delivered energy)    | All usage at \$0.0524 per kWh<br>(Delivered energy)    | All usage at \$0.0534 per kWh<br>(Delivered energy)    | All usage at \$0.0534 per kWh<br>(Delivered energy)    |
| Consumption credits: | All received energy up to the monthly delivered energy | All received energy up to the monthly delivered energy | All received energy up to the monthly delivered energy | All received energy up to the monthly delivered energy |

|                  |                             |                             |                             |                             |
|------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
|                  | at \$0.0524 per kWh         | at \$0.0524 per kWh         | at \$0.0534 per kWh         | at \$0.0534 per kWh         |
| Demand charge:   | All demand at \$6.30 per kW | All demand at \$6.30 per kW | All demand at \$6.43 per kW | All demand at \$6.43 per kW |
| Customer charge: | \$2.5315 per day            | \$2.5315 per day            | \$2.5821 per day            | \$2.5821 per day            |

5. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.
6. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

G. *General service three phase distributed generation E-206.*

1. *Availability.* This net metered electricity rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 400 amps three phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a monthly demand charge, plus a daily customer charge computed as follows for each net meter servicing the premises:

| Effective date       | 1/1/2022                                                                   | 1/1/2023                                                                   | 1/1/2024                                                                   | 1/1/2025                                                                   |
|----------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Consumption charge:  | All usage at \$0.0524 per kWh (Delivered energy)                           | All usage at \$0.0524 per kWh (Delivered energy)                           | All usage at \$0.0534 per kWh (Delivered energy)                           | All usage at \$0.0534 per kWh (Delivered energy)                           |
| Consumption credits: | All received energy up to the monthly delivered energy at \$0.0524 per kWh | All received energy up to the monthly delivered energy at \$0.0524 per kWh | All received energy up to the monthly delivered energy at \$0.0534 per kWh | All received energy up to the monthly delivered energy at \$0.0534 per kWh |
| Demand charge:       | All demand at \$6.30 per kW                                                | All demand at \$6.30 per kW                                                | All demand at \$6.43 per kW                                                | All demand at \$6.43 per kW                                                |
| Customer charge:     | \$4.4383 per day                                                           | \$4.4383 per day                                                           | \$4.5271 per day                                                           | \$4.5271 per day                                                           |

5. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.
6. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

H. *General service single phase E-210.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 600 amps at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0731 per kWh | All usage at \$0.0731 per kWh | All usage at \$0.0746 per kWh | All usage at \$0.0746 per kWh |
| Customer charge:    | \$0.9863 per day              | \$0.9863 per day              | \$1.0060 per day              | \$1.0060 per day              |

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

I. *General service three phase E-211.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 400 amps three phase at 120-208 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0731 per kWh | All usage at \$0.0731 per kWh | All usage at \$0.0746 per kWh | All usage at \$0.0746 per kWh |
| Customer charge:    | \$1.7425 per day              | \$1.7425 per day              | \$1.7774 per day              | \$1.7774 per day              |

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and

phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

J. *General service single phase distributed generation E-212.*

1. *Availability.* This net metered electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a daily customer charge computed as follows for each net meter servicing the premises:

| Effective date       | 1/1/2022                                                                   | 1/1/2023                                                                   | 1/1/2024                                                                   | 1/1/2025                                                                   |
|----------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Consumption charge:  | All usage at \$0.0731 per kWh (Delivered energy)                           | All usage at \$0.0731 per kWh (Delivered energy)                           | All usage at \$0.0746 per kWh (Delivered energy)                           | All usage at \$0.0746 per kWh (Delivered energy)                           |
| Consumption credits: | All received energy up to the monthly delivered energy at \$0.0731 per kWh | All received energy up to the monthly delivered energy at \$0.0731 per kWh | All received energy up to the monthly delivered energy at \$0.0746 per kWh | All received energy up to the monthly delivered energy at \$0.0746 per kWh |
| Customer charge:     | \$1.6438 per day                                                           | \$1.6438 per day                                                           | \$1.6767 per day                                                           | \$1.6767 per day                                                           |

K. *General service three phase distributed generation E-213.*

1. *Availability.* This net metered electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 400 amps three phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a daily customer charge computed as follows for each net meter servicing the premises:

| Effective date       | 1/1/2022                                                                   | 1/1/2023                                                                   | 1/1/2024                                                                   | 1/1/2025                                                                   |
|----------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Consumption charge:  | All usage at \$0.0731 per kWh (Delivered energy)                           | All usage at \$0.0731 per kWh (Delivered energy)                           | All usage at \$0.0746 per kWh (Delivered energy)                           | All usage at \$0.0746 per kWh (Delivered energy)                           |
| Consumption credits: | All received energy up to the monthly delivered energy at \$0.0731 per kWh | All received energy up to the monthly delivered energy at \$0.0731 per kWh | All received energy up to the monthly delivered energy at \$0.0746 per kWh | All received energy up to the monthly delivered energy at \$0.0746 per kWh |
| Customer charge:     | \$2.4000 per day                                                           | \$2.4000 per day                                                           | \$2.4480 per day                                                           | \$2.4480 per day                                                           |

L. *Security lighting E-300.*



1. *Availability.* This electricity service rate schedule is available for existing security light customers within the service area of the city for photoelectric controlled dusk to dawn external lighting service primarily served by property owned by the customer. No new installations will be made for service under this schedule.
2. *Character of service.* Service shall be unmetered, 60-cycle, 120-240-volt alternating current.
3. *Rate.*

| Effective date   | 2022             | 2023             | 2024             | 2025             |
|------------------|------------------|------------------|------------------|------------------|
| Light only:      | \$0.7810 per day | \$0.7810 per day | \$0.8122 per day | \$0.8122 per day |
| Light with pole: | \$0.8525 per day | \$0.8525 per day | \$0.8866 per day | \$0.8866 per day |

4. *General conditions.*
  - a. The city reserves the right to eliminate service under this schedule or to reduce the wattage of the luminaire.
  - b. Normal lamp, control replacements and maintenance work shall be made by the city during regular business hours only.
  - c. It shall be the responsibility of the customer to notify the city of lamp failure. No credits or adjustment of charges will be made during time of such failures, unless the city shall be unable to repair the defects when requested.
  - d. The city reserves the right to restrict installations of lighting equipment to poles on which suitable space is available and to make such installations only where they will not interfere with any other equipment owned by the city or its customers.

M. *Municipal E-500.*

1. *Availability.* This electricity service rate schedule is available for water pumping, sewage treatment and pumping, municipal buildings and other municipal purposes.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts single phase or other voltage and polyphase service available.

3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0696 per kWh | All usage at \$0.0696 per kWh | All usage at \$0.0724 per kWh | All usage at \$0.0724 per kWh |
| Customer charge:    | Single phase—\$2.4658 per day | \$2.4658 per day              | \$2.5644 per day              | \$2.5644 per day              |
|                     | Three phase—\$2.4658 per day  | \$2.4658 per day              | \$2.5644 per day              | \$2.5644 per day              |

N. *Large customer/contractual E-600.*

1. *Availability.* This electric rate is available to large electric customers within the limits of the service area of the city whose requirements exceed or are estimated to exceed 15,000 MWh (megawatt hours) per year. The city will provide firm electric supply under this schedule; provided, that:
  - a. Adequate electric supply exists in the city's distribution system;
  - b. Adequate capacity exists in the city's distribution system; and
  - c. The customer has executed a long-term large customer power sales agreement with the city for service under this schedule.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 12,470 volts, three phase.
3. *Rate.* The rates under this schedule will be covered by individual contract between the city and the customer.

O. *Nonprofit agency serving the disadvantaged E-700.*

1. *Availability.* This electricity service rate is available within the service area of the city to all nonprofit agencies serving the disadvantaged. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single or three phase.

3. Repealed by Ord. 4844.
4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

P. *Primary service city-owned transformer E-204.*

1. *Availability.* This electricity service rate schedule is a legacy rate schedule and is not available to new or existing customers. This rate schedule is only available to customers already placed under this rate schedule as of June 1, 2024. This electricity rate schedule is available within the service area of the city to customers placed under this rate schedule as of June 1, 2024 who are metered on the primary side of a city-owned secondary transformer. Any revisions made by the customer or the city to the electrical service can result in a change of the electricity service rate schedule for that service to an appropriate non-legacy rate schedule.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Rate.* The rate shall be composed of a consumption charge discounted one percent below the E-201 rate plus a monthly demand charge discounted one percent below the E-220 rate plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0515 per kWh | All usage at \$0.0515 per kWh | All usage at \$0.0574 per kWh | All usage at \$0.0574 per kWh |
| Demand charge:      | All demand at \$6.00 per kW   | All demand at \$6.00 per kW   | All demand at \$6.69 per kW   | All demand at \$6.69 per kW   |
| Customer charge:    | \$3.7808 per day              | \$3.7808 per day              | \$4.2156 per day              | \$4.2156 per day              |

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at

other points of consumption will be separately metered and billed. The point of ownership change shall be identified in a one-line drawing of the service installation in accordance with the ~~public works and utilities~~ energy services department records.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor then multiplying the quotient by 97 percent.

Q. *Primary service customer-owned transformer E-205.*

1. *Availability.* This electricity service rate schedule is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules, and are metered on the primary side of a customer-owned secondary transformer.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 12,470 volts three phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

| Effective date      | 1/1/2022                      | 1/1/2023                      | 1/1/2024                      | 1/1/2025                      |
|---------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Consumption charge: | All usage at \$0.0474 per kWh | All usage at \$0.0474 per kWh | All usage at \$0.0493 per kWh | All usage at \$0.0493 per kWh |
| Demand charge:      | All demand at \$5.30 per kW   | All demand at \$5.30 per kW   | All demand at \$5.51 per kW   | All demand at \$5.51 per kW   |
| Customer charge:    | \$3.7808 per day              | \$3.7808 per day              | \$3.9320 per day              | \$3.9320 per day              |

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at

other points of consumption will be separately metered and billed. The point of ownership change shall be identified in a one-line drawing of the service installation in accordance with the ~~public works and utilities~~ energy services department records.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the ~~public works and utilities~~ energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor then multiplying the quotient by 97 percent.

R. *Renewable energy E-800.*

1. *Availability.* This voluntary renewable electricity service rate is available within the service area of the city to all electric customers; provided, however, that the amount of renewable energy available under this rate is limited to the generation output of the city's community renewable energy park systems. Energy will be sold in 100 kilowatt hours per month blocks. Customers will still pay all charges per their appropriate rate class in addition to the voluntary upgrade charge per 100 kilowatt hours block of renewable energy purchased.
2. *Character of service.* Renewable energy delivered under this schedule shall be the same as the customers' present service and rate class.
3. *Rate.* The rate is a voluntary renewable energy product upgrade charge for consumption in addition to the standard applicable rate class consumption the customer is receiving service under. Charges are computed as follows for each meter receiving this renewable energy product servicing the premises:

Consumption charge: 100 kilowatt hour blocks at \$0.030 per kilowatt hour.

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

S. *Renewable energy system contribution E-801.*

1. *Availability.* This voluntary renewable energy system contribution rate is available within the service area of the city to all customers.
2. *Character of service.* Customers can elect to make fixed contributions of \$3.00 per month per unit. Customers can purchase any number of units of contribution

which will be included in their monthly utility billing, and may opt out at any time.

3. *Rate.* The rate is a voluntary renewable energy system contribution only. No renewable energy is delivered by participating in the rate.

Charge: renewable energy system contribution unit at \$3.00 per month.

(Ord. 4897 § 1, 2022; Ord. 4844 § 6, 2019; Ord. 4817 § 1, 2018; Ord. 4804 §§ 1, 2, 5, 2018; Ord. 4787 § 1, 2018; Ord. 4764 § 2, 2017; Ord. 4759 § 1, 2016; Ord. 4733 § 1, 2016; Ord. 4706 §§ 2, 3, 2015; Ord. 4684 § 7, 2014; Ord. 4639 § 2, 2013; Ord. 4633 § 2, 2013; Ord. 4626 § 2, 2012; Ord. 4606 § 1, 2011; Ord. 4555 § 7, 2009; Ord. 4508 § 1, 2007; Ord. 4503 § 2, 2007; Ord. No. 4942, § 2, 5-20-2024)

**Section 83. Section 9.91.120 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4817, is hereby amended to read as follows:**

**9.91.120 Demand charge credits.**

A. The electric utility meters the demand classes of customers identified in ECC 9.91.100 for peak demands on the distribution system measured in a billing period. Periodically due to the timing of a customer's operations, an artificially high demand charge may be incurred even though it was not a wholesale expense to the electric utility. The ~~public works and utilities~~ energy services director, after determining there were no wholesale charges incurred by the electric utility as a result of the customer's electrical peak demand as adjusted for power factor, may authorize the finance director to issue a credit to the customer's electric utility account for demand charges only; provided, that the temporary peak demand occurred during the first day of the billing period. A new peak demand adjusted for power factor will be calculated for the remaining portion of the subsequent billing period and billed at the rate in effect for the customer's rate class at the time the demand charge was first imposed. To be eligible to receive a demand charge credit under this section, the customer must deliver a written request for the credit to the ~~public works and utilities~~ energy services director within 60 days of the end of the billing period during which the artificially high demand charge was incurred.

B. The demand classes of customers covered by this section include:

General service single phase demand E-200.

General service three phase demand E-201.

General service single phase distributed generation E-202.

General service three phase distributed generation E-206.

Large customer/contractual E-600.

Primary service city-owned transformer E-204.

Primary service customer-owned transformer E-205.

(Ord. 4817 § 1, 2018; Ord. 4804 § 2, 2018; Ord. 4637 § 1, 2013)

**Section 84. Section 9.91.200 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4928, is hereby amended to read as follows:**

**9.91.200 Gas utility rate schedules.**

**A. Residential G-100.**

1. *Availability.* This rate schedule is available within the service area of the gas utility to single-family dwellings and multiple-family dwellings through a separate meter for each living unit. This rate schedule is not available for gas resale purposes, or where any part of the use is for purposes other than above stated.
2. *Character of service.* Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.
3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Legacy customers (service locations established on or before 7/25/2021):

| Effective date      | 1/1/2022                                                           | 1/1/2023                                                           | 1/1/2024                                                                                                                              | 1/1/2025                                                                                                                              |
|---------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Consumption charge: | All Ccf at \$0.5794 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.6174 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.6530 per Ccf Plus \$0.2343 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf | All Ccf at \$0.6742 per Ccf Plus \$0.2717 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf |
| Customer charge:    | \$0.5769 per day                                                   | \$0.6147 per day                                                   | \$0.6501 per day                                                                                                                      | \$0.6712 per day                                                                                                                      |

Non-legacy customers (service locations established after 7/25/2021):

| Effective date      | 1/1/2022                                                           | 1/1/2023                                                           | 1/1/2024                                                                                                                              | 1/1/2025                                                                                                                              |
|---------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Consumption charge: | All Ccf at \$0.5794 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.6174 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.6530 per Ccf Plus \$0.3626 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf | All Ccf at \$0.6742 per Ccf Plus \$0.4058 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf |
| Customer charge:    | \$0.5769 per day                                                   | \$0.6147 per day                                                   | \$0.6501 per day                                                                                                                      | \$0.6712 per day                                                                                                                      |

B. *Low-income senior citizen/low-income disabled citizen G-130.*

1. *Availability.* This rate is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen, who do not reside in federally subsidized housing and who agree to participate in energy conservation programs that are available at no charge. The rates established by this section will be published ~~by the public works and utilities department~~ on the city's website, and be made available from the city's finance department.

Failure to participate in an available energy conservation program after receipt of a utility discount shall constitute a basis for denial by the city of continued participation in the utility discount program until such conservation measures are installed. The customer may submit a written request, on a form provided by the city, identifying the reasons they should be exempt from participation in available conservation programs, which request is subject to approval or denial by the ~~public works and utilities~~ energy services director.

2. *Character of service.* Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.



C. *Commercial and industrial G-200.*

1. *Availability.* This rate schedule is available to commercial, small volume industrial and municipal customers for all purposes except for resale. Commercial and small industrial users shall either possess a current city business license or present proof of engaging in commercial or industrial activity.
2. *Character of service.* Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.

D. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge based on meter size and computed as follows for each meter servicing the premises:

Legacy customers (service locations established on or before 7/25/2021):

| Effective date      | 1/1/2022                                                           | 1/1/2023                                                           | 1/1/2024                                                                                                                              | 1/1/2025                                                                                                                              |
|---------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Consumption charge: | All Ccf at \$0.3113 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.3308 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.3515 per Ccf Plus \$0.2343 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf | All Ccf at \$0.3647 per Ccf Plus \$0.2717 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf |

Non-legacy customers (service locations established after 7/25/2021):

| Effective date      | 1/1/2022                                                           | 1/1/2023                                                           | 1/1/2024                                                             | 1/1/2025                                                             |
|---------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|
| Consumption charge: | All Ccf at \$0.3113 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.3308 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.3515 per Ccf Plus \$0.3626 per Ccf, GHG emissions cap | All Ccf at \$0.3647 per Ccf Plus \$0.4058 per Ccf, GHG emissions cap |

|                     |                             |                     |                     | and invest<br>adjustment<br>Plus<br>purchased<br>gas cost<br>adjustment<br>per Ccf | and invest<br>adjustment<br>Plus<br>purchased<br>gas cost<br>adjustment<br>per Ccf |
|---------------------|-----------------------------|---------------------|---------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Customer<br>charge: | 275 cu. ft.<br>and less     | \$0.5769 per<br>day | \$0.6130 per<br>day | \$0.6513 per<br>day                                                                | \$0.6757 per<br>day                                                                |
|                     | 415/425 cu.<br>ft.          | \$0.6914 per<br>day | \$0.7346 per<br>day | \$0.7805 per<br>day                                                                | \$0.8098 per<br>day                                                                |
|                     | 750/800 cu.<br>ft.          | \$1.3820 per<br>day | \$1.4684 per<br>day | \$1.5602 per<br>day                                                                | \$1.6188 per<br>day                                                                |
|                     | 1,000 cu. ft.<br>and higher | \$2.7658 per<br>day | \$2.9387 per<br>day | \$3.1224 per<br>day                                                                | \$3.2396 per<br>day                                                                |

E. *Interruptible industrial G-220.*

1. *Availability.* Service of natural gas by the city is available to industrial customers whose requirements are estimated to exceed 100,000 therms per year and who have adequate standby facilities which are alternately fueled to accept curtailment of their natural gas supply under this schedule. The city will provide natural gas under this schedule; provided, that:
  - a. Adequate gas volumes for such service are available;
  - b. Adequate capacity exists in the city's distribution system; and
  - c. The customer has executed a long-term interruptible natural gas service agreement with the city for service under this schedule.
2. *Character of service.* This service applies to customers who would otherwise use propane and who have installed standby capacity to use propane in equipment listed in their service agreement. All service rendered under this rate is to be supplied at one point of delivery and single metered and billed.

Service rendered under this schedule shall be subject to curtailment by the city when in the city manager's or his designee's sole judgment such curtailment is necessary or such interruption or curtailment has been requested of the city by its

supplier(s). Service under this schedule shall have a lower priority than service under any other gas utility rate schedule offered by the city including schedule G-300. The city shall not be liable in damages for or on account of any curtailment of service.

3. *Rate.* The rates under this rate schedule will be covered by individual contract between the city and the customer and shall include the non-legacy GHG emissions cap and invest adjustment.

| Effective date | 1/1/2024                                                       | 1/1/2025                                                       |
|----------------|----------------------------------------------------------------|----------------------------------------------------------------|
|                | Plus \$0.3626 per Ccf, GHG emissions cap and invest adjustment | Plus \$0.4858 per Ccf, GHG emissions cap and invest adjustment |

4. *Restrictions.* In no event shall the city sell natural gas to the customer at a price less than the city's wholesale price plus the GHG emissions cap and invest adjustment, and any taxes based on gross revenues.

F. *Institutional service G-300.*

1. *Availability.* This rate schedule is available to institutional natural gas customers whose requirements are estimated to exceed 900,000 therms per year and who have adequate standby facilities to accept curtailment of their natural gas supply under this schedule. The city will provide natural gas under this schedule; provided, that the customer has executed a long-term natural gas service agreement with the city for service under this schedule.
2. *Character of service.* Service shall be through a single meter at a single point of delivery. Service is subject to interruption or curtailment at such times when, in the ~~public works and utilities~~ energy services director's judgment, such interruption or curtailment is necessary to preserve the integrity of the city's system or the city has been requested to interrupt or curtail load by its supplier(s). The ~~public works and utilities~~ energy services director shall consult with the city manager prior to any interruption or curtailment if circumstances allow. The city shall not be liable for damages for, or on account of, any curtailment of service. The customer may also choose to interrupt or curtail service as provided for in the service agreement.
3. *Rate.* The rates under this rate schedule will be covered by individual contract between the city and the customer and shall include the legacy GHG emissions cap and invest adjustment.

|                |                                                                |                                                                |
|----------------|----------------------------------------------------------------|----------------------------------------------------------------|
| Effective date | 1/1/2024                                                       | 1/1/2025                                                       |
|                | Plus \$0.2343 per Ccf, GHG emissions cap and invest adjustment | Plus \$0.2717 per Ccf, GHG emissions cap and invest adjustment |

G. *Municipal G-400.*

1. *Availability.* This rate schedule is available to the city for use at all municipal buildings.
2. *Character of service.* Service shall be through a single meter at a single point of delivery.
3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Legacy customers (service locations established on or before 7/25/2021):

| Effective date      | 1/1/2022                                                           | 1/1/2023                                                           | 1/1/2024                                                                                                                              | 1/1/2025                                                                                                                              |
|---------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Consumption charge: | All Ccf at \$0.2701 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.2870 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.3049 per Ccf Plus \$0.2343 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf | All Ccf at \$0.3163 per Ccf Plus \$0.2717 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf |

Non-legacy customers (service locations established after 7/25/2021):

| Effective date | 1/1/2022 | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|----------------|----------|----------|----------|----------|
|                |          |          |          |          |

|                     |                                                                    |                  |                                                                    |                                                                                                                                       |                                                                                                                                       |
|---------------------|--------------------------------------------------------------------|------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Consumption charge: | All Ccf at \$0.2701 per Ccf plus the purchased gas cost adjustment |                  | All Ccf at \$0.2870 per Ccf plus the purchased gas cost adjustment | All Ccf at \$0.3049 per Ccf Plus \$0.3626 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf | All Ccf at \$0.3163 per Ccf Plus \$0.4058 per Ccf, GHG emissions cap and invest adjustment Plus purchased gas cost adjustment per Ccf |
| Customer charge:    | 275 cu. ft. and less                                               | \$0.5769 per day | \$0.6130 per day                                                   | \$0.6513 per day                                                                                                                      | \$0.6757 per day                                                                                                                      |
|                     | 415/425 cu. ft.                                                    | \$0.9394 per day | \$0.9981 per day                                                   | \$1.0605 per day                                                                                                                      | \$1.1003 per day                                                                                                                      |
|                     | 750/800 cu. ft.                                                    | \$1.8774 per day | \$1.9947 per day                                                   | \$2.1194 per day                                                                                                                      | \$2.1990 per day                                                                                                                      |
|                     | 1,000 cu. ft. and higher                                           | \$3.7562 per day | \$3.9910 per day                                                   | \$4.2405 per day                                                                                                                      | \$4.3997 per day                                                                                                                      |

H. *Nonprofit agency serving the disadvantaged G-700.*

1. *Availability.* This rate schedule is available to nonprofit agencies serving the disadvantaged. The rates established by this section will be published by the ~~public works and utilities department~~ on the city's website, and be made available from the city's finance department.
2. *Character of service.* Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.

(Ord. No. 4928, § 1, 11-6-2023; Ord. 4897 § 2, 2022; Ord. 4844 § 7, 2019; Ord. 4817 § 1, 2018; Ord. 4804 § 2, 2018; Ord. 4684 § 8, 2014; Ord. 4639 § 3, 2013; Ord. 4555 § 8, 2009; Ord. 4503 § 2, 2007)

**Section 85. Section 9.91.300 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4933, is hereby amended to read as follows:**

**9.91.300 Sewer utility rate schedules.**

A. *Residential single-family WW-11.*

1. *Availability.* This rate schedule is available to single-family dwellings having a single water service meter and churches.
2. *Character of service.* Service shall be nonmetered and at a single point of receipt.

B. *Residential multifamily WW-12.*

1. *Availability.* This rate schedule is available to houses and other multiple-unit residential structures, including manufactured home parks. The residence units referred to in this schedule shall be those dwelling units contained in a single structure as the dwelling units are defined in the zoning ordinance.
2. *Character of service.* Service shall be charged to and collected from each residential unit or property user having a city sewer connection for their property.

C. *Low-income senior citizen/low-income disabled citizen WW-13.*

1. *Availability.* This rate schedule is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen and who do not reside in federally subsidized housing. The rates established by this section will be published ~~by public works and utilities department~~ on the city's website, and be made available from the city's finance department.
2. *Character of service.* Service shall be nonmetered and at a single point of receipt.

D. *Commercial, industrial and general service WW-21.*

1. *Availability.* This rate schedule is available to single and multiple services for commercial, industrial, residential units combined with commercial and/or industrial, schools, motels, hotels, trailer parks, social and fraternal facilities, governmental facilities, and other services not qualifying under other rate schedules.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

3. *Rate.* The rate shall be composed of a monthly volume charge and a daily customer charge.
4. *Surcharges.* The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

E. *Central Washington University WW-22.*

1. *Availability.* This rate schedule is available to all Central Washington University facilities with the exception of single-family dwellings owned, leased or rented by the university.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. *Rate.* The rate shall be composed of a monthly volume charge and a daily customer charge.
4. *Surcharges.* The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works ~~and utilities~~ director.

F. *Multiple-family WW-23.*

1. *Availability.* This rate schedule is available on an optional basis to single-family residences, apartment houses and other multiple-unit residential structures, including manufactured home parks.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. *Rate.* The rate shall be composed of a monthly volume charge and a daily customer charge.
4. *Surcharges.* The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works ~~and utilities~~ director.

G. *Municipal WW-40.*

1. *Availability.* This rate schedule is available to city-owned buildings.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

3. *Rate.* The rate shall be composed of a monthly volume charge and a daily customer charge.

H. *High-strength commercial WW-33.*

1. *Availability.* This rate schedule is available, subject to city council approval, to commercial businesses with strengths differing substantially from typical commercial customers.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. *Rate.* The rates available under this schedule shall be established by contract between the city and the customer.

I. *Nonprofit agency serving the disadvantaged WW-70.*

1. *Availability.* This rate schedule is available to nonprofit agencies serving the disadvantaged. The rates established by this section will be published ~~by the public works and utilities department~~ on the city's website, and be made available from the city's finance department.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

J. *Large customer/contractual WW-80.*

1. *Availability.* This rate schedule is available to new sewer customers whose sewer service is provided by contract authorized by the city council. The city will provide sewer service under this schedule; provided, that:
  - a. Adequate capacity exists in the city's wastewater collection system; and
  - b. Adequate capacity exists in the city's wastewater treatment plant; and
  - c. The customer has executed a sewer sales agreement with the city for services under this schedule.
2. *Character of service.* Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. *Rate.* The rates available under this schedule shall be established by contract between the city and the customer.

Sewer Rate Summary



| Rate class                      | Rate effective date |          |          |          | Consumption unit                   |
|---------------------------------|---------------------|----------|----------|----------|------------------------------------|
|                                 | 1/1/2022            | 1/1/2023 | 1/1/2024 | 1/1/2025 |                                    |
| WW-11 residential single-family | \$1.2345            | \$1.3401 | \$1.4548 | \$1.5793 | Flat rate/day                      |
| WW-12 multifamily               | \$1.2171            | \$1.3212 | \$1.4342 | \$1.5570 | Each/first four units/day          |
|                                 | \$0.9120            | \$0.9900 | \$1.0747 | \$1.1667 | Each additional unit/day           |
| WW-21 commercial/ industrial    | \$1.4058            | \$1.5429 | \$1.6933 | \$1.8584 | Customer charge/day                |
|                                 | \$4.5234            | \$4.9644 | \$5.4484 | \$5.9796 | Per 1,000 gallons of water use     |
|                                 | \$0.3645            | \$0.4000 | \$0.4390 | \$0.4818 | Per lb BOD surcharge > 200 mg/l    |
|                                 | \$0.3645            | \$0.4000 | \$0.4390 | \$0.4818 | Per lb suspended solids > 250 mg/l |
| WW-22 CWU                       | \$1.4259            | \$1.5649 | \$1.7175 | \$1.8850 | Customer charge/day                |
|                                 | \$4.82              | \$5.29   | \$5.81   | \$6.38   | Per 1,000 gallons of water use     |
|                                 | \$0.3697            | \$0.4057 | \$0.4453 | \$0.4887 | Per lb BOD surcharge > 200 mg/l    |
|                                 | \$0.3697            | \$0.4057 | \$0.4453 | \$0.4887 | Per lb suspended solids > 250 mg/l |
| WW-23 multifamily               | \$1.2171            | \$1.3212 | \$1.4342 | \$1.5570 | Customer charge/day                |
|                                 | \$3.92              | \$4.25   | \$4.62   | \$5.01   | Per 1,000 gallons of water use     |
|                                 | \$0.3697            | \$0.4013 | \$0.4356 | \$0.4729 | Per lb BOD surcharge > 200 mg/l    |

|                                  |          |          |          |          |                                    |
|----------------------------------|----------|----------|----------|----------|------------------------------------|
|                                  | \$0.3697 | \$0.4013 | \$0.4356 | \$0.4729 | Per lb suspended solids > 250 mg/l |
| WW-40 municipal                  | \$1.2967 | \$1.4134 | \$1.5406 | \$1.6793 | Customer charge/day                |
|                                  | \$4.39   | \$4.78   | \$5.21   | \$5.68   | Per 1,000 gallons of water use     |
| WW-80 large customer/contractual | \$1.4058 | \$1.5429 | \$1.6933 | \$1.8584 | Customer charge/day                |
|                                  | \$4.94   | \$5.43   | \$5.95   | \$6.54   | Per 1,000 gallons of water use     |
|                                  | \$0.3645 | \$0.4000 | \$0.4390 | \$0.4818 | Per lb BOD surcharge > 200 mg/l    |
|                                  | \$0.3645 | \$0.4000 | \$0.4390 | \$0.4818 | Per lb suspended solids > 250 mg/l |

(Ord. No. 4933, § 4, 12-4-2023; Ord. 4897 § 3, 2022; Ord. 4844 § 8, 2019; Ord. 4817 § 1, 2018; Ord. 4804 § 4, 2018; Ord. 4690 § 1, 2014; Ord. 4555 § 9, 2009; Ord. 4503 § 2, 2007)

**Section 86. Section 9.91.400 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4897, is hereby amended to read as follows:**

**9.91.400 Water utility rate schedules.**

**A. Residential W-110.**

1. *Availability.* This rate schedule is available to single-family dwellings, residential seasonal sprinkling service, and churches.
2. *Character of service.* Service shall be through metered delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

**B. Irrigation W-111.**

1. *Availability.* This rate schedule is available to irrigation systems served by a water meter dedicated to irrigation service.
2. *Character of service.* Service shall be through metered delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

C. *SF residential including fire service W-115.*

1. *Availability.* This rate schedule is available to single-family dwellings when a single-family residential customer elects to install a fire suppression system within the structure charged from city water service. The fire suppression system must be installed by a licensed professional fire installer permitted by the Kittitas County Fire District No. 2.
2. *Character of service.* Service shall be through metered delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size. The maximum meter size available at this rate is one inch.

D. *Residential multiple housing W-120.*

1. *Availability.* This rate schedule is available to buildings, grounds, and premises used for residential multiple housing purposes.
2. *Character of service.* Service shall be through metered delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

E. *Low-income senior citizen/low-income disabled citizen W-130.*

1. *Availability.* This rate is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen and who do not reside in federally subsidized housing.
2. *Character of service.* Service shall be through a single five-eighths-inch to three-fourths-inch meter at a single point of delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge. The rates established by this section will be published by the ~~public works and utilities department~~ on the city's website, and be made available from the city's finance department.

F. *Commercial/industrial W-200.*

1. *Availability.* This rate schedule is available to commercial users, industrial users, and other customers who do not qualify under other rate schedules.
2. *Character of service.* Service shall be through a metered delivery.

3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

G. *Private fire protection W-300.*

1. *Availability.* This rate schedule is available inside the city to any water user connected to the municipal water system for the use of fire protection only.
2. *Character of service.* Service shall be through a nonmetered connection and shall be separately piped within the premises for the purpose of fire protection only, and shall require installation of a detector device.
3. *Rate.* The daily rate shall be based on the diameter of pipe connecting the fire protection to the city main.

H. *Central Washington University W-600.*

1. *Availability.* This rate schedule is available to buildings, grounds and premises operated by Central Washington University.
2. *Character of service.* Service shall be through a metered delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

I. *Meter maintenance service W-610.*

1. *Availability.* This rate schedule is established for those water meters of Central Washington University which are used to measure the water which is the basis for determination of the sewer charge and not for water consumption billing.
2. *Character of service.* The charges are for the purpose of covering the expense of maintenance to the meters and additional labor and expense in meter reading and billing.
3. *Rate.* The rate shall be composed of a daily customer charge based on meter size.

J. *Nonprofit agency serving the disadvantaged W-700.*

1. *Availability.* This rate schedule is available to nonprofit agencies serving the disadvantaged. The rates established by this section will be published ~~by the public works and utilities department~~ on the city's website, and be made available from the city's finance department.
2. *Character of service.* Service shall be through a metered delivery.

3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

K. *Municipal W-710.*

1. *Availability.* This rate schedule is available to buildings, grounds and premises operated by the city.
2. *Character of service.* Service shall be through a metered delivery.
3. *Rate.* The rate shall be composed of a monthly consumption charge plus a daily customer charge based on meter size.

L. *New large commercial/industrial contract W-800.*

1. *Availability.* This rate is available to customers whose services are provided by contract authorized by the city council. The city will provide water service under this schedule; provided, that:
  - a. Adequate capacity exists in the city's water distribution system;
  - b. Adequate capacity exists in the city's water supply system; and
  - c. The customer has executed a water sales agreement with the city for service under this schedule.
2. *Rate.* The rates under this schedule will be covered by individual contract between the city and the customer.
3. *Billing.* Billing shall be made on a calendar month basis or as otherwise covered by the agreement.

Water Rate (Consumption)

| Rate class        | Rate and effective date        |                                |                                |                                | Consumption unit           |
|-------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|
|                   | 1/1/2022<br>(\$/1,000<br>gal.) | 1/1/2023<br>(\$/1,000<br>gal.) | 1/1/2024<br>(\$/1,000<br>gal.) | 1/1/2025<br>(\$/1,000<br>gal.) |                            |
| W-110 residential | \$1.92                         | \$2.03                         | \$2.15                         | \$2.27                         | First 15,000 gallons       |
|                   | \$2.05                         | \$2.17                         | \$2.30                         | \$2.43                         | All over 15,000<br>gallons |
| W-111 irrigation  | \$2.12                         | \$2.24                         | \$2.37                         | \$2.50                         | First 15,000 gallons       |

|                                   |          |          |          |          |                                               |
|-----------------------------------|----------|----------|----------|----------|-----------------------------------------------|
|                                   | \$2.26   | \$2.39   | \$2.53   | \$2.67   | All over 15,000 gallons                       |
| W-115 residential fire protection | \$1.92   | \$2.03   | \$2.15   | \$2.27   | First 15,000 gallons                          |
|                                   | \$2.05   | \$2.17   | \$2.30   | \$2.43   | All over 15,000 gallons                       |
| W-120 multifamily                 | \$1.98   | \$2.09   | \$2.21   | \$2.33   | All consumption                               |
| W-200 commercial/industrial       | \$2.01   | \$2.13   | \$2.25   | \$2.37   | First 100,000 gallons                         |
|                                   | \$1.67   | \$1.77   | \$1.87   | \$1.97   | All over 100,000 gallons                      |
| W-300* private fire service       | \$0.2099 | \$0.2167 | \$0.2237 | \$0.2304 | *Dollars/day/inch diameter of connection pipe |
| W-600 CWU                         | \$2.01   | \$2.13   | \$2.25   | \$2.37   | First 100,000 gallons                         |
|                                   | \$1.67   | \$1.77   | \$1.87   | \$1.97   | All over 100,000 gallons                      |
| W-710 municipal                   | \$2.35   | \$2.49   | \$2.63   | \$2.77   | First 100,000 gallons                         |
|                                   | \$1.94   | \$2.05   | \$2.17   | \$2.29   | All over 100,000 gallons                      |

#### Water Rate (Customer Charge)

| Service size                  | Daily fixed charge and effective date |                      |                      |                      |
|-------------------------------|---------------------------------------|----------------------|----------------------|----------------------|
|                               | 1/1/2022<br>(\$/day)                  | 1/1/2023<br>(\$/day) | 1/1/2024<br>(\$/day) | 1/1/2025<br>(\$/day) |
| 5/8" or 3/4" meter            | \$0.8482                              | \$0.8970             | \$0.9486             | \$1.0008             |
| 1" Meter for W-115 class only | \$0.8702                              | \$0.9202             | \$0.9731             | \$1.0266             |
| 1" or 1-1/4" meter            | \$2.1202                              | \$2.2421             | \$2.3710             | \$2.5014             |

|            |           |           |           |           |
|------------|-----------|-----------|-----------|-----------|
| 1-½” meter | \$4.2401  | \$4.4839  | \$4.7417  | \$5.0025  |
| 2” meter   | \$6.7841  | \$7.1742  | \$7.5867  | \$8.0040  |
| 3” meter   | \$12.7190 | \$13.4503 | \$14.2237 | \$15.0060 |
| 4” meter   | \$21.1992 | \$22.4182 | \$23.7072 | \$25.0111 |
| 6” meter   | \$42.3972 | \$44.8350 | \$47.4130 | \$50.0207 |
| 8” meter   | \$67.8365 | \$71.7371 | \$75.8620 | \$80.0344 |

**CWU Irrigation Meter Maintenance Fee W-610**

| Service size     | Daily fixed charge and effective date: W-610 |                      |                      |                      |
|------------------|----------------------------------------------|----------------------|----------------------|----------------------|
|                  | 1/1/2022<br>(\$/day)                         | 1/1/2023<br>(\$/day) | 1/1/2024<br>(\$/day) | 1/1/2025<br>(\$/day) |
| ⅝” or ¾” meter   | \$0.2422                                     | \$0.2561             | \$0.2708             | \$0.2857             |
| 1” or 1-¼” meter | \$0.3874                                     | \$0.4097             | \$0.4333             | \$0.4571             |
| 1-½” meter       | \$0.5459                                     | \$0.5773             | \$0.6105             | \$0.6441             |
| 2” meter         | \$0.9565                                     | \$1.0115             | \$1.0697             | \$1.1285             |
| 3” meter         | \$1.5017                                     | \$1.5880             | \$1.6793             | \$1.7717             |
| 4” meter         | \$2.3993                                     | \$2.5373             | \$2.6832             | \$2.8308             |
| 6” meter         | \$4.9063                                     | \$5.1884             | \$5.4867             | \$5.7885             |

(Ord. 4897 § 4, 2022; Ord. 4844 § 9, 2019; Ord. 4817 § 1, 2018; Ord. 4690 § 2, 2014; Ord. 4555 § 10, 2009; Ord. 4503 § 2, 2007)

**Section 87. Section 9.100.030 of the Ellensburg City Code, as last amended by Sections 3 & 4 of Ordinance 4804, is hereby amended to read as follows:**

**9.100.030 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

*Base rate* means the stormwater user’s fee for an equivalent residential unit (ERU).

*City* means the city of Ellensburg, Washington, a municipal corporation created and existing under the laws of the state of Washington.

*Credit* means the extent to which utility customers meeting specified criteria are billed at a reduced fee, such reduction representing a fee credit. The fee credit is provided in recognition that those utility customers who meet the specified criteria provide an in-kind service or contribution that offsets a portion of the burdens on the stormwater system imposed by the credited parcel.

*Developed property* means real property that has been altered from its natural state by the creation or addition of impervious surface areas, such as buildings, structures, pavement or other improvements.

*Dwelling unit* means a single unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, and sanitation.

*Energy Services director* means the duly appointed director of the city of Ellensburg department of energy services or their designee.

*Engineer* means the duly appointed city engineer for the city or his or her designee.

*Equivalent residential unit* or *ERU* means, and is equal to, 3,900 square feet of impervious groundcover, which approximates the average impervious surface area contained on single-family residential parcels within the city as determined from measurements of a representative sampling of single-family residential properties in the city of Ellensburg. An ERU is the unit of impervious groundcover to be used by the utility in calculating service charges for each parcel of property.

*Fee* or *stormwater fee* means the charge established under this chapter for parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the city.

*Impervious surface* means a surface which is covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

*Impervious surface area* means the number of square feet of horizontal surface covered by buildings and other impervious surfaces.

*Multiple-family dwelling unit* means a building or portion thereof, designed for, or occupied by two or more families living independently in separate dwelling units.

*National Pollutant Discharge Elimination System* or *NPDES* refers to the federal permit system under the Clean Water Act for discharges of pollutants to surface waters of the United States.



Congress amended the Clean Water Act in 1987 to regulate stormwater. Under the revisions, NPDES Phase II permits are required for municipal stormwater discharges to surface waters.

*Nonresidential parcel* means a parcel which has been developed for any purpose other than a single-family residence, duplex, triplex, or four-plex and includes, but is not limited to, commercial parcels, industrial parcels, parking lots, hospitals, schools, hotels, offices, churches, governmental parcels and multiple-family dwelling units.

*Public works ~~and utilities~~ director* means the duly appointed director of the city of Ellensburg department of public works ~~and utilities~~ or ~~his or her~~ their designee.

*Residential parcel* means a parcel which has been developed as a single-family residence, a mobile home on a separate parcel, and other parcels where the primary use is residential.

*Single-family residence* means a parcel which has been developed with a residential structure designated for occupancy by one family or household unit, including mobile homes.

*Storm drainage and surface water management* means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to stormwater.

*Storm drainage and surface water management utility* or *stormwater utility* or *utility* means the storm drainage and surface water management utility created by this chapter as it may be amended from time to time.

*Stormwater* means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

*Stormwater control facility* means the streams, rivers, ponds, lakes, waterways, groundwater, and functionally related natural and manmade stormwater control facilities that combined constitute the city stormwater control facility.

*Stormwater management fund* or *fund* means the fund created by this chapter to operate, maintain, and improve the city's stormwater system.

*Stormwater and surface water system* or *stormwater system* means all properties, interest, physical and intangible rights of every kind or nature owned, held or operated by the city, however acquired, insofar as they contribute to the management of storm or surface water. It shall further include without limitation all such properties, interests and rights acquired by adverse possession or by prescription, directly or through another; in and to the drainage or storage, or both, of storm or surface waters, or both; and through, under, or over lands, landforms, watercourses, sloughs, streams, ponds, lakes and swamps. In each case or instance, their inclusion begins at a point where storm or surface waters first enter the stormwater control

facility of the city within the city limits, and ends where storm or surface waters exit from the stormwater control facility of the city, and in width to the full extent of inundation caused by the largest storm or flood condition.

*Waiver* means that determination by the engineer that a utility customer's property has met the criteria specified in ECC 9.100.120 to receive a waiver from paying stormwater fees. Any waiver will require a showing that parcels that meet the specified criteria provide an in-kind service or contribution that offsets the burdens on the stormwater system imposed by the parcels subject to the waiver.

(Ord. 4804 §§ 3, 4, 2018; Ord. 4549 § 5, 2009)

**Section 88. Section 9.110.030 of the Ellensburg City Code, as last amended by Sections 1 & 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.110.030 Creation of telecommunications utility.**

A. For the purposes of this chapter and for the purposes of operating the metropolitan area network, there is created and established a telecommunications utility to be operated by the city's department of ~~public works and utilities~~ energy services, which, for purposes of this chapter, may also be referred to as "the department." The director of ~~public works and utilities~~ energy services shall have full charge and control of all work provided for and contemplated by this chapter, subject to the ultimate control and authority of the city manager and the city council.

B. The city shall have exclusive right to sell, lease and deliver access on the metropolitan area network. Rights of access and delivery of services across the telecommunications facilities owned by the city arising under the provisions of this chapter shall not be provided to any person or entity except as authorized herein.

C. The telecommunications utility shall perform the functions and have the authority, as set forth in this chapter, for managing, regulating, and controlling the city's metropolitan area network, including, but not limited to, the power and authority:

1. To operate, manage, and maintain telecommunications facilities owned by the city in the right-of-way to the point of delivery to public agencies, the city, telecommunications service companies, and customers within the city;
2. To extend and improve a high capacity metropolitan area network, and to use excess capacity thereon to provide access to network services, high capacity Internet, dark fiber, and other telecommunications services; provided, that the city shall not provide telephone services that are connected to the public switched telephone network and cable services to public agencies, telecommunications service companies, the city, and customers;

3. To contract with private sector providers for the operation, management and/or maintenance of the city's telecommunications facilities, if necessary; and
4. To interconnect telecommunications facilities owned by the city with telecommunications facilities owned by telecommunications service companies to provide access to the metropolitan area network for telecommunications service companies to provide telecommunications services as defined by ECC 11.40.030 and cable services as defined by ECC 11.40.030.

(Ord. 4804 §§ 1, 2, 2018; Ord. 4709 § 12, 2015; Ord. 4658 § 1, 2013)

**Section 89. Section 9.110.080 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**9.110.080 Right-of-way, pole attachments and point of delivery.**

A. The city hereby grants to the telecommunications utility established by this chapter authority to use the city's right-of-way to install telecommunications facilities and apparatus necessary to effectuate the purposes of this chapter, and the right to enter onto such public right-of-way to operate and maintain such telecommunications facilities, and to extend, improve and expand the telecommunications facilities owned by the city.

B. The city may condition access to the telecommunications facilities owned by the city upon the dedication or conveyance to the city of a utility easement for the installation, operation and maintenance of such telecommunications facilities over, across, upon and under property owned or controlled by another. Such utility easement may be used for the purpose of providing delivery of telecommunications access and related services to the city as well as to other public agencies. Such utility easement shall permit access thereto by city employees and agents at all reasonable hours or at any time in an emergency situation, as determined by the city in its sole discretion. The city may also require such dedication or conveyance to be by warranty deed or it may require execution of an indemnification covenant assuring good and merchantable title thereto.

C. Any telecommunications facilities attached to any pole owned by the city shall be subject to all ordinances and regulations pertaining to such pole attachments, including payment of pole attachment fees.

D. The city shall own, install and maintain all overhead and underground communication cables up to the point of delivery. The point of delivery is defined to mean the customer premises equipment between the city telecommunications facilities and the customer-provided building communication cables, typically located within the customer's building. In the event of any dispute or uncertainty about the location of a point of delivery, the records of the telecommunications utility that show the location of the particular point of delivery shall control.

E. If any telecommunications facilities owned by a telecommunications service company are to be interconnected to the telecommunications facilities owned by the city, then the initial and ongoing costs of the interconnection shall be approved in advance by the ~~public works and utilities~~ energy services director, and such interconnection shall be at a meet me location or at a point of service delivery that is mutually agreed upon. The initial and ongoing costs of the interconnection shall be paid by the requesting entity, unless otherwise mutually agreed upon.

(Ord. 4804 § 2, 2018; Ord. 4777 § 2, 2017; Ord. 4709 § 14, 2015; Ord. 4658 § 1, 2013)

**Section 90. Section 11.01.030 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**11.01.030 Map and specifications to be filed with the city of Ellensburg.**

Prior to commencement of any construction of any portion of the transmission system, franchisee shall file with the city's director of public works ~~and utilities~~ its plans and specifications to do such work. Plans and specifications submitted to the director of public works ~~and utilities~~ shall show the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, and shall show their relative position to existing city roads, rights-of-way, or other city property, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location." The transmission system shall be constructed in exact conformity with said map of definite location, except in instances in which franchisee determines that a deviation may be necessary, and after consultation with the director of public works ~~and utilities~~.

(Ord. 4804 § 4, 2018; Ord. 4673 § 4, 2014)

**Section 91. Section 11.01.060 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**11.01.060 City roads to be restored.**

In any work which requires breaking of surface of the city roads or rights-of-way subject to this franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the transmission system, franchisee shall be governed by and strictly conform to the plans and specifications submitted to the city's director of ~~public works and utilities~~. Franchisee, at its own expense and with all reasonable speed, shall complete the work for which the road or right-of-way surface has been broken and repair and restore the affected city road or right-of-way and the surface thereof to a condition as good as that which existed before the work was commenced.

(Ord. 4804 § 4, 2018; Ord. 4673 § 7, 2014)

**Section 92. Section 11.01.070 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**11.01.070 City of Ellensburg may change and improve roads without liability.**

If the city of Ellensburg shall at any time improve or change any city road or right-of-way subject to this franchise by grading, regrading, surfacing, or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, franchisee shall, upon written notice from the city's director of public works ~~and utilities~~, at franchisee's sole expense, with all reasonable speed, change the location or readjust the elevation of its transmission system and other facilities so that the same shall not interfere with such city work and so such lines and facilities shall conform to such new grades as may be established. The city shall in no respect be held liable for any damages, costs, or expenses to franchisee that may occur by reason of any of the city's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by the sole negligence of the city's employees or agents.

(Ord. 4804 § 4, 2018; Ord. 4673 § 8, 2014)

**Section 93. Section 11.01.080 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**11.01.080 Reference monuments and markers.**

Before any work is performed under this franchise, which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, franchisee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during franchisee's operation under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the city's director of public works ~~and utilities~~. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the director of public works. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by franchisee.

(Ord. 4804 § 4, 2018; Ord. 4673 § 9, 2014)

**Section 94. Section 11.20.080 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**11.20.080 Location of facilities.**

A. Use of streets. Franchisee may, subject to terms of this franchise, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the city streets and rights-of-way such lines, cables, conductors, ducts, conduits, vaults, utility access covers,

amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a telecommunications system within the city. All installation, construction, alteration and/or maintenance of any and all telecommunications system facilities within city streets and rights-of-way incident to provision of telecommunications services by franchisee shall, regardless of who performs installation, construction, alteration and/or maintenance, be and remain the responsibility of franchisee.

B. Construction or alteration.

1. *Permits.* Franchisee shall in all cases comply with all lawful city ordinances and regulations regarding the acquisition of permits and other such items as may be reasonably required in order to install, construct, alter and maintain the telecommunications system. Franchisee shall apply for and obtain all permits necessary for installation, construction, alteration and/or maintenance of any such facilities, and for excavation and laying of any telecommunications system facilities within city streets and rights-of-way. Franchisee shall pay all applicable fees due for any such permits.
2. *Schedule and maps.* Prior to beginning installation, construction, alteration or maintenance of the telecommunications system, franchisee shall provide the city with an initial work schedule for work to be conducted in city streets and rights-of-way and the estimated total cost of such work. Franchisee shall, upon request, provide information to the city regarding its progress in completing or altering the telecommunications system.
3. *Good engineering.*
  - a. Franchisee promises all of its property and facilities shall be constructed, operated and maintained in good order and condition in accordance with good engineering practice, in connection with the civil works of the franchisee's telecommunications system, such as, but not limited to, trenching, paving, compaction and locations. Franchisee will comply with the edition of the American Public Works Association Standard Specifications which is in current or future use by the city, together with the city's supplemental specifications thereto, all as now or hereafter amended.
  - b. Franchisee's telecommunications system shall comply with the applicable federal, state and local laws, the National Electric Safety Code and the Washington Electrical Construction Code, where applicable.
4. *Facilities placement.*

- a. *General standards.* The telecommunications system shall be constructed and maintained in such manner as not to obstruct, hinder, damage or otherwise interfere with sewers, water pipes, other utility fixtures or any other property of the city, or any other pipes, wires, conduits or other facilities that may have been installed in city streets or rights-of-way by or under the city's authority. Franchisee shall maintain a minimum underground horizontal separation of five feet from city water facilities and ten feet from aboveground city water facilities; provided, that for development in new areas, the city, together with franchisee and other utility purveyors or authorized users of city streets or rights-of-way, will develop and follow the city's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this franchise.
- b. *Limited access.* The city reserves the right to limit or exclude access by franchisee to a specific route, right-of-way or other location when there is inadequate space, a pavement cutting moratorium, potential for unnecessary damage to public property, public expense, inconvenience, interference with city utilities, or for any other reason determined by the city.
- c. *Consistency with designated use.* Notwithstanding the grant to use city streets and rights-of-way contained in this franchise, no street or right-of-way shall be used by franchisee if the city, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such streets or rights-of-way were created or dedicated or presently used under state and local laws.
- d. *Noninterference.* Franchisee shall exert its best efforts to construct and maintain the telecommunications system so as not to interfere with other uses of city streets or rights-of-way. Franchisee shall, where possible in the case of aboveground lines, make use of existing poles and other facilities available to franchisee. Franchisee shall individually notify all residents affected by any proposed installation, construction, alteration or maintenance of the telecommunications system of such work where and when such notification is reasonably possible.
- e. *Undergrounding.* The city finds that overhead lines and aboveground wire facilities and installations in the streets or rights-of-way and other franchised areas adversely impact upon the public use and enjoyment of property in the city, including an aesthetic impact. Therefore, franchisee shall place underground all of its transmission lines that are located or are

to be located above or within city streets or rights-of-way in the following cases where:

- i. All existing utilities are located underground;
- ii. Transmission or distribution facilities of the local exchange carrier and/or the electric utility are underground or hereafter placed underground;
- iii. Statute, ordinance, policy or other regulation of the city requires utilities to be placed underground;
- iv. Franchisee is unable to obtain pole clearance;
- v. Underground easements are obtained from developers of new residential areas; or
- vi. Utilities are overhead but residents prefer same to be located underground (such undergrounding to be provided at residents' expense).

C. The franchisee shall be responsible for obtaining permission from subscribers to install overhead and underground fiber optic facilities on private property. New fiber optic facilities:

1. May be installed on existing overhead facilities within the communication worker safety zone; no fiber optic facilities may be installed by the franchisee in the supply space of city-owned utility poles.
2. Shall not be installed on existing metal street lighting standards or traffic signal standards.
3. Shall comply with all National Electric Safety Code (NESC) clearance requirements and NESC requirements for overcurrent protection. All new aerial fiber cable shall meet the minimum ground clearance requirements of the Washington State Department of Transportation. Where excavation is necessary, the franchisee shall be responsible for obtaining all locates as required in chapter 19.122 RCW, Washington State's "underground utilities" statute, and will also comply with local procedures, custom and practice relating to the one-number locator service program. Any damage to other underground facilities shall be reported without delay. The director of ~~public works and utilities~~ energy services may waive any of the above guidelines, other than clearance requirements, on a case-by-case basis if the cost to comply is clearly excessive in comparison to the estimated cost of overhead installation.



D. Coordination with other users. Franchisee shall reasonably coordinate its activities with other utilities and users of city streets and rights-of-way to avoid unnecessary cutting, damage or disturbance of such streets and rights-of-way and shall conduct its planning, design, installation, construction, alteration and maintenance of the telecommunications system at all times so as to maximize the life and usefulness of the paving and municipal infrastructure. In addition, the city may determine with respect to franchised uses, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by franchisee to the city for public needs or, where requested, other third party needs, how such accommodation should be made and a reasonable apportionment of any expenses of same; provided, that this franchise creates no third party beneficial interests or accommodation. Notwithstanding the foregoing, it remains the responsibility of franchisee to reasonably anticipate and avoid conflicts with other city streets or rights-of-way occupants or users, other utilities, franchisees or permittees. The city assumes no responsibility for such conflicts. Further, franchisee shall give appropriate notices to any other city streets or rights-of-way occupants or users, other utilities, franchisees, permittees, divisions of the city or other units of government owning or maintaining facilities which may be affected by the planning, design, installation, construction, alteration or maintenance of franchisee's telecommunications system.

E. Relocation.

1. The city shall have the right during the term of this franchise, as it may be extended, renewed or otherwise altered in accordance with this franchise, to require franchisee to change the location of its telecommunications system within city streets and rights-of-way when the public convenience requires such change. If the city or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any street, public way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair, install, maintain or otherwise alter any cable, wire, wire conduit, towers, antenna, pipe, line, pole, wireholding structure, structure or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, franchisee shall, upon request, except as otherwise hereinafter provided, at no expense to the city, remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, utility access covers and any other facilities which it has installed.
2. If the city requires franchisee to remove or relocate its facilities located within city streets or rights-of-way, the city will make a reasonable effort to provide franchisee with an alternate for its facilities within city streets or rights-of-way.
3. The city shall provide franchisee with the standard notice given under the circumstances to other franchisees, licensees or permittees.

4. The city reserves the right to require franchisee to relocate its facilities within the public rights-of-way in the interest of public convenience, necessity, health, safety or welfare at no cost to the city. Franchisee shall promptly commence the relocation of its facilities within a reasonable period of time after written notice to do so from the city. Before requiring a relocation of facilities, the city shall, with the assistance and consent of franchisee, which consent shall not be unreasonably withheld, conditioned or delayed, identify a reasonable alignment for the relocated facilities within the public rights-of-way of the city.
5. In an instance in which franchisee had paid the cost of relocation of its facilities at the request of the city within the previous five years, the share of the cost of relocation of franchisee will be paid by the city if relocation of the same facilities is subsequently requested by the city, except in an emergency as determined by the city.
6. If during the term of this franchise, as it may be extended, renewed or otherwise altered in accordance with this franchise, another entity which holds a franchise or any utility requests franchisee to remove or relocate its telecommunications system facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or the more efficient use of such facilities, or to "make ready" the requesting party's facilities for use by others, or because franchisee is using a facility which the requesting party has a right or duty to remove, and the city has determined that such removal or relocation serves the best interests of the city in the management of its rights-of-way, then franchisee shall remove or relocate its telecommunications system facilities at the requesting party's sole expense. Franchisee may request payment in advance from such third party prior to any preparation for any removal or relocation. The city shall not be liable for any such cost(s).
7. Any person requesting franchisee to remove or relocate its facilities shall give franchisee no less than 180 days' advance written notice advising franchisee of the date or dates removal or relocation is to be undertaken.
8. If franchisee fails, neglects or refuses to remove or relocate its facilities as directed by the city, the city may do such work or cause it to be done and the cost, including all direct, indirect and/or consequential costs and expenses incurred by the city due to the failure, neglect or refusal by franchisee thereof, shall be paid solely by franchisee.
9. If franchisee causes any damage to private property or public property in the process of removing or relocating its facilities, franchisee shall pay the owner of the property for such damage.

10. Franchisee does hereby promise to protect and save harmless the city, its officers, agents and employees from any customer or third party claims for service interruption or other losses in connection with any removal or relocation of telecommunications system facilities.

F. Movement of buildings. Franchisee shall, upon request by any person holding a building permit, franchise or other approval issued by the city, temporarily remove, raise or lower its transmission or other wires appurtenant to the telecommunications system to permit the movement of buildings. The expense for such removal, raising or lowering shall be paid by the person requesting the same and franchisee shall be authorized to require such payment in advance. The city shall require all building movers to provide not less than 30 business days' notice to franchisee for such temporary wire changes.

G. Tree trimming. Franchisee, with 24-hour notice to the property owner, shall have the authority to trim or cause to have trimmed trees upon and overhanging streets, alleys, sidewalks and rights-of-way so as to prevent the branches of such trees from coming in contact or otherwise interfering with the telecommunications system; provided, that the cost for such trimming of trees shall be paid solely by franchisee.

H. Restoration.

1. Whenever franchisee damages or disturbs any area in or near city streets, rights-of-way, paved area or public improvement, franchisee shall, at its sole expense and liability, restore such area in or near city streets, rights-of-way, paved area or public improvement to its prior condition to the satisfaction of the city.
2. Whenever any opening is made by franchisee in a hard surface pavement in any city street or rights-of-way, franchisee shall refill, restore, patch and repave entirely all surfaces opened as determined necessary by the city in order to maintain and preserve the useful life thereof.
3. For pavement restorations, any patch or restoration shall be thereafter properly maintained in good condition and repair by franchisee until such time as the area is resurfaced or reconstructed.
4. The city hereby reserves the right, after providing reasonable notice to franchisee, to remove and/or repair any work done by franchisee which, in the determination of the city, is inadequate. The cost thereof, including the cost of inspection and supervision, shall be paid solely by franchisee.
5. Should franchisee fail, neglect, refuse or delay in performing any obligation here or elsewhere stated, or where the city deems necessary to protect public rights-of-way or to avoid liability, risk or injury to the public or the city, after reasonable

notice to franchisee, the city may proceed to perform or cause to have performed such obligation, including any remedial or preventative action deemed necessary, at the sole expense of franchisee. Prior to undertaking corrective effort, the city shall make a reasonable effort to notify franchisee, except no notice is needed if the city declares an emergency or determines a need for expedient action. This remedy is supplemental and not alternative to any other municipal right.

6. Whenever franchisee damages or disturbs any area in or near city streets, rights-of-way, paved area or public improvement, franchisee stipulates that the city may:
  - a. Require franchisee to repave an entire lane or greater affected area within any cut or disturbed location if the integrity of such area has been severely compromised by franchisee; and/or
  - b. Require franchisee to common trench with any other underground installation in city streets or rights-of-way, with cost sharing to be negotiated between the parties involved, or in the absence of agreement, as directed by the city.
7. All work performed by franchisee under this section shall be done in strict compliance with all applicable rules, regulations and ordinances of the city.
8. All restoration work is subject to inspection and final approval by the city. If restoration is not made to the satisfaction of the city within the established timeframe, the city may make the restoration itself at the cost of franchisee or have them made at the cost of franchisee.
9. Franchisee shall perform all restoration work promptly.

I. City right to require removal of property.

1. At the expiration of the term for which this franchise is granted, providing no extension or renewal is granted by the city, or upon the forfeiture or revocation of this franchise, as provided for in this franchise, the city shall have the right to require franchisee to remove, at the sole expense of franchisee, all or any part of the telecommunications system from all city streets and rights-of-way within the franchise service area, where the abandoned facilities interfere with reasonable uses of city streets and rights-of-way. If franchisee fails to do so, the city may perform the work or cause such work to be performed and collect the cost thereof from franchisee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of franchisee effective upon filing of the lien with the Kittitas County auditor.

2. Any order by the city council to remove any of the franchisee telecommunications system facilities shall be mailed to franchisee not later than 30 calendar days following the date of expiration of this franchise. Franchisee shall file written notice with the clerk of the city council not later than 30 calendar days following the date of expiration or termination of this franchise of its intention to remove any telecommunications system facilities intended to be removed and a schedule for removal by location. The schedule and timing of removal shall be subject to approval and regulation by the city. Removal shall be completed by not later than 12 months following the date of expiration of this franchise.
3. Franchisee shall not remove any underground facilities which require trenching or other opening of city streets or rights-of-way along the extension of the facilities to be removed, except as hereinafter provided. Franchisee may voluntarily remove any underground facilities from city streets and rights-of-way which have been installed in such a manner that they can be removed without trenching or other opening of city streets and rights-of-way along the extension of the facilities to be removed.
4. Subject to applicable law, franchisee shall remove, at its sole cost and expense, any underground facilities by trenching or opening city streets and rights-of-way along the extension thereof or otherwise which is ordered to be removed by the city council based upon a determination, in the sole discretion of said council, that removal is required in order to eliminate or prevent a hazardous condition. Underground facilities in city streets and rights-of-way that are not removed shall be deemed abandoned and title thereto shall be vested in the city.

J. Emergency repairs. In the event that emergency repairs to the telecommunications system are necessary, franchisee shall notify the city of the need for such repairs. Franchisee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency.

K. City right of inspection. The city shall have the right to inspect and approve all installation, construction, alteration or maintenance work performed by franchisee within the franchise service area and to make such tests as it deems necessary to ensure compliance with the terms and conditions of this franchise and other pertinent provisions of law, the cost thereof to be paid solely by franchisee, but no action or inaction by the city shall create any duty or obligation by the city to inspect, test or approve any installation, construction, alteration or maintenance work performed by franchisee.

L. After-acquired facilities. Franchisee expressly acknowledges and agrees, by acceptance of this franchise, that any telecommunications system facilities located within city streets or rights-of-way which are subsequently acquired by franchisee or upon addition or annexation to

the city of any area in which franchisee retains or acquires any such facilities (if acquired prior to this original franchise grant) and which would have been subject to this franchise and the permitting authority related thereto shall immediately be subject to the provisions of this franchise and all permits related thereto.

M. Information. Franchisee hereby promises to maintain and supply to the city, at the sole expense of franchisee, any information requested by the city to coordinate municipal functions with the activities of franchisee within city streets and rights-of-way. Franchisee shall provide such information, upon request, either in hard copy and/or electronic format compatible with the city's database system, as now or hereafter existing, including the city's geographic information service (GIS) database. Franchisee shall keep the city informed of its long-range plans so as to allow coordination with the city's long-range plans.

N. The installation of new utility poles by franchisee is not permitted to establish service. Franchisee must place its facilities underground in accordance with ECC 11.60.030(C) except as otherwise expressly provided herein. Subject to the terms and conditions of this franchise, franchisee may place optical cable, optical cable housing, and splicing connections on existing city-owned utility poles as overhead facilities if approved by city pursuant to a separate agreement for such use, or by the owner of the non-city utility poles. All other facilities, including, without limitation, facilities required for operating or maintaining such optical cable and optical cable housing, and splicing connections, must be underground facilities if they are located in a public way.

(Ord. 4804 § 2, 2018; Ord. 4679 § 8, 2014)

**Section 95. Section 11.24.080 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**11.24.080 Location of facilities.**

A. Use of streets. Franchisee may, subject to terms of this franchise, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the city streets and rights-of-way such lines, cables, conductors, ducts, conduits, vaults, utility access covers, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a telecommunications system within the city. All installation, construction, alteration and/or maintenance of any and all telecommunications system facilities within city streets and rights-of-way incident to provision of telecommunications services by franchisee shall, regardless of who performs installation, construction, alteration and/or maintenance, be and remain the responsibility of franchisee.

B. Construction or alteration.

1. *Permits.* Franchisee shall in all cases comply with all lawful city ordinances and regulations regarding the acquisition of permits and other such items as may be reasonably required in order to install, construct, alter and maintain the telecommunications system. Franchisee shall apply for and obtain all permits necessary for installation, construction, alteration and/or maintenance of any such facilities, and for excavation and laying of any telecommunications system facilities within city streets and rights-of-way. Franchisee shall pay all applicable fees due for any such permits.
2. *Schedule and maps.* Prior to beginning installation, construction, alteration or maintenance of the telecommunications system, franchisee shall provide the city with an initial work schedule for work to be conducted in city streets and rights-of-way and the estimated total cost of such work. Franchisee shall, upon request, provide information to the city regarding its progress in completing or altering the telecommunications system.
3. *Good engineering.*
  - a. Franchisee promises all of its property and facilities shall be constructed, operated and maintained in good order and condition in accordance with good engineering practice. In connection with the civil works of the franchisee's telecommunications system, such as, but not limited to, trenching, paving, compaction and locations. Franchisee will comply with the edition of the American Public Works Association Standard Specifications which is in current or future use by the city, together with the city's supplemental specifications thereto, all as now or hereafter amended.
  - b. Franchisee's telecommunications system shall comply with the applicable federal, state and local laws, the National Electric Safety Code and the Washington Electrical Construction Code, where applicable.
4. *Facilities placement.*
  - a. *General standards.* The telecommunications system shall be constructed and maintained in such manner as not to obstruct, hinder, damage or otherwise interfere with sewers, water pipes, other utility fixtures or any other property of the city, or any other pipes, wires, conduits or other facilities that may have been installed in city streets or rights-of-way by or under the city's authority. Franchisee shall maintain a minimum underground horizontal separation of five feet from city water facilities and ten

feet from above-ground city water facilities; provided, that for development in new areas, the city, together with franchisee and other utility purveyors or authorized users of city streets or rights-of-way, will develop and follow the city's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this franchise.

- b. *Limited access.* The city reserves the right to limit or exclude access by franchisee to a specific route, right-of-way or other location when there is inadequate space, a pavement cutting moratorium, potential for unnecessary damage to public property, public expense, inconvenience, interference with city utilities, or for any other reason determined by the city.
- c. *Consistency with designated use.* Notwithstanding the grant to use city streets and rights-of-way contained in this franchise, no street or rights-of-way shall be used by franchisee if the city, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such street or rights-of-way were created or dedicated or presently used under state and local laws.
- d. *Noninterference.* Franchisee shall exert its best efforts to construct and maintain the telecommunications system so as not to interfere with other uses of city streets or rights-of-way. Franchisee shall, where possible in the case of aboveground lines, make use of existing poles and other facilities available to franchisee. Franchisee shall individually notify all residents affected by any proposed installation, construction, alteration or maintenance of the telecommunications system of such work where and when such notification is reasonably possible.
- e. *Undergrounding.* The city finds that overhead lines and aboveground wire facilities and installations in the streets or rights-of-way and other franchised areas adversely impact upon the public use and enjoyment of property in the city, including an aesthetic impact. Therefore, franchisee shall place underground all of its transmission lines that are located or are to be located above or within city streets or rights-of-way in the following cases where:
  - i. All existing utilities are located underground;



- ii. Transmission or distribution facilities of the local exchange carrier and/or the electric utility are underground or hereafter placed underground;
- iii. Statute, ordinance, policy or other regulation of the city requires utilities to be placed underground;
- iv. Franchisee is unable to obtain pole clearance;
- v. Underground easements are obtained from developers of new residential areas; or
- vi. Utilities are overhead but residents prefer same to be located underground (such undergrounding to be provided at residents' expense).

C. The franchisee shall be responsible for obtaining permission from subscribers to install overhead and underground fiber optic facilities on private property. New fiber optic facilities:

- 1. May be installed on existing overhead facilities within the communication worker safety zone; no fiber optic facilities may be installed by the franchisee in the supply space of city-owned utility poles.
- 2. Shall not be installed on existing metal street lighting standards or traffic signal standards.
- 3. Shall comply with all National Electric Safety Code (NESC) clearance requirements and NESC requirements for overcurrent protection. All new aerial fiber cable shall meet the minimum ground clearance requirements of the Washington State Department of Transportation. Where excavation is necessary, the franchisee shall be responsible for obtaining all locates as required in chapter 19.122 RCW, Washington State's "underground utilities" statute, and will also comply with local procedures, custom and practice relating to the one-number locator service program. Any damage to other underground facilities shall be reported without delay. The director of ~~public works and utilities~~ energy services may waive any of the above guidelines, other than clearance requirements, on a case-by-case basis if the cost to comply is clearly excessive in comparison to the estimated cost of overhead installation.

D. Coordination with other users. Franchisee shall reasonably coordinate its activities with other utilities and users of city streets and rights-of-way to avoid unnecessary cutting, damage or disturbance of such streets and rights-of-way and shall conduct its planning, design, installation, construction, alteration and maintenance of the telecommunications system at all times so as to maximize the life and usefulness of the paving and municipal infrastructure. In addition, the city

may determine with respect to franchised uses, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by franchisee to the city for public needs or, where requested, other third party needs, how such accommodation should be made and a reasonable apportionment of any expenses of same; provided, that this franchise creates no third party beneficial interests or accommodation. Notwithstanding the foregoing, it remains the responsibility of franchisee to reasonably anticipate and avoid conflicts with other city streets or rights-of-way occupants or users, other utilities, franchisees or permittees. The city assumes no responsibility for such conflicts. Further, franchisee shall give appropriate notices to any other city streets or rights-of-way occupants or users, other utilities, franchisees, permittees, divisions of the city or other units of government owning or maintaining facilities which may be affected by the planning, design, installation, construction, alteration or maintenance of franchisee's telecommunications system.

E. Relocation.

1. The city shall have the right during the term of this franchise, as it may be extended, renewed or otherwise altered in accordance with this franchise, to require franchisee to change the location of its telecommunications system within city streets and rights-of-way when the public convenience requires such change. If the city or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any street, public way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair, install, maintain or otherwise alter any cable, wire, wire conduit, towers, antenna, pipe, line, pole, wireholding structure, structure or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, franchisee shall, upon request, except as otherwise hereinafter provided, at no expense to the city, remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, utility access covers and any other facilities which it has installed.
2. If the city requires franchisee to remove or relocate its facilities located within city streets or rights-of-way, the city will make a reasonable effort to provide franchisee with an alternate for its facilities within city streets or rights-of-way.
3. The city shall provide franchisee with the standard notice given under the circumstances to other franchisees, licensees or permittees.
4. The city reserves the right to require franchisee to relocate its facilities within the public rights-of-way in the interest of public convenience, necessity, health, safety or welfare at no cost to the city. Franchisee shall promptly commence the relocation of its facilities within a reasonable period of time after written notice to

do so from the city. Before requiring a relocation of facilities, the city shall, with the assistance and consent of franchisee, which consent shall not be unreasonably withheld, conditioned or delayed, identify a reasonable alignment for the relocated facilities within the public rights-of-way of the city.

5. In an instance in which franchisee had paid the cost of relocation of its facilities at the request of the city within the previous five years, the share of the cost of relocation of franchisee will be paid by the city if relocation of the same facilities is subsequently requested by the city, except in an emergency as determined by the city.
6. If, during the term of this franchise, as it may be extended, renewed or otherwise altered in accordance with this franchise, another entity which holds a franchise or any utility requests franchisee to remove or relocate its telecommunications system facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or the more efficient use of such facilities, or to "make ready" the requesting party's facilities for use by others, or because franchisee is using a facility which the requesting party has a right or duty to remove, and the city has determined that such removal or relocation serves the best interests of the city in the management of its rights-of-way, then franchisee shall remove or relocate its telecommunications system facilities at the requesting party's sole expense. Franchisee may request payment in advance from such third party prior to any preparation for any removal or relocation. The city shall not be liable for any such cost(s).
7. Any person requesting franchisee to remove or relocate its facilities shall give franchisee no less than 180 days' advance written notice advising franchisee of the date or dates removal or relocation is to be undertaken.
8. If franchisee fails, neglects or refuses to remove or relocate its facilities as directed by the city, the city may do such work or cause it to be done and the cost, including all direct, indirect and/or consequential costs and expenses incurred by the city due to the failure, neglect or refusal by franchisee thereof, shall be paid solely by franchisee.
9. If franchisee causes any damage to private property or public property in the process of removing or relocating its facilities, franchisee shall pay the owner of the property for such damage.
10. Franchisee does hereby promise to protect and save harmless the city, its officers, agents and employees from any customer or third party claims for service interruption or other losses in connection with any removal or relocation of telecommunications system facilities.

F. Movement of buildings. Franchisee shall, upon request by any person holding a building permit, franchise or other approval issued by the city, temporarily remove, raise or lower its transmission or other wires appurtenant to the telecommunications system to permit the movement of buildings. The expense for such removal, raising or lowering shall be paid by the person requesting the same and franchisee shall be authorized to require such payment in advance. The city shall require all building movers to provide not less than 30 business days' notice to franchisee for such temporary wire changes.

G. Tree trimming. Franchisee, with 24-hour notice to the property owner, shall have the authority to trim or cause to have trimmed trees upon and overhanging streets, alleys, sidewalks and rights-of-way so as to prevent the branches of such trees from coming in contact or otherwise interfering with the telecommunications system; provided, that the cost for such trimming of trees shall be paid solely by franchisee.

H. Restoration.

1. Whenever franchisee damages or disturbs any area in or near city streets, rights-of-way, paved area or public improvement, franchisee shall, at its sole expense and liability, restore such area in or near city streets, rights-of-way, paved area or public improvement to its prior condition to the satisfaction of the city.
2. Whenever any opening is made by franchisee in a hard surface pavement in any city street or rights-of-way, franchisee shall refill, restore, patch and repave entirely all surfaces opened as determined necessary by the city in order to maintain and preserve the useful life thereof.
3. For pavement restorations, any patch or restoration shall be thereafter properly maintained in good condition and repair by franchisee until such time as the area is resurfaced or reconstructed.
4. The city hereby reserves the right, after providing reasonable notice to franchisee, to remove and/or repair any work done by franchisee which, in the determination of the city, is inadequate. The cost thereof, including the cost of inspection and supervision, shall be paid solely by franchisee.
5. Should franchisee fail, neglect, refuse or delay in performing any obligation here or elsewhere stated, or where the city deems necessary to protect public rights-of-way or to avoid liability, risk or injury to the public or the city, after reasonable notice to franchisee, the city may proceed to perform or cause to have performed such obligation, including any remedial or preventative action deemed necessary, at the sole expense of franchisee. Prior to undertaking corrective effort, the city shall make a reasonable effort to notify franchisee, except no notice is needed if

the city declares an emergency or determines a need for expedient action. This remedy is supplemental and not alternative to any other municipal right.

6. Whenever franchisee damages or disturbs any area in or near city streets, rights-of-way, paved area or public improvement, franchisee stipulates that the city may:
  - a. Require franchisee to repave an entire lane or greater affected area within any cut or disturbed location if the integrity of such area has been severely compromised by franchisee; and/or
  - b. Require franchisee to common trench with any other underground installation in city streets or rights-of-way, with cost sharing to be negotiated between the parties involved, or in the absence of agreement, as directed by the city.
7. All work performed by franchisee under this section shall be done in strict compliance with all applicable rules, regulations and ordinances of the city.
8. All restoration work is subject to inspection and final approval by the city. If restoration is not made to the satisfaction of the city within the established timeframe, the city may make the restoration itself at the cost of franchisee or have them made at the cost of franchisee.
9. Franchisee shall perform all restoration work promptly.

I. City right to require removal of property.

1. At the expiration of the term for which this franchise is granted, providing no extension or renewal is granted by the city, or upon the forfeiture or revocation of this franchise, as provided for in this franchise, the city shall have the right to require franchisee to remove, at the sole expense of franchisee, all or any part of the telecommunications system from all city streets and rights-of-way within the franchise service area, where the abandoned facilities interfere with reasonable uses of city streets and rights-of-way. If franchisee fails to do so, the city may perform the work or cause such work to be performed and collect the cost thereof from franchisee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of franchisee effective upon filing of the lien with the Kittitas County auditor.
2. Any order by the city council to remove any of the franchisee telecommunications system facilities shall be mailed to franchisee not later than 30 calendar days following the date of expiration of this franchise. Franchisee shall file written notice with the clerk of the city council not later than 30 calendar days following the date of expiration or termination of this franchise of its intention to remove

any telecommunications system facilities intended to be removed and a schedule for removal by location. The schedule and timing of removal shall be subject to approval and regulation by the city. Removal shall be completed by not later than 12 months following the date of expiration of this franchise.

3. Franchisee shall not remove any underground facilities which require trenching or other opening of city streets or rights-of-way along the extension of the facilities to be removed, except as hereinafter provided. Franchisee may voluntarily remove any underground facilities from city streets and rights-of-way which have been installed in such a manner that they can be removed without trenching or other opening of city streets and rights-of-way along the extension of the facilities to be removed.
4. Subject to applicable law, franchisee shall remove, at its sole cost and expense, any underground facilities by trenching or opening city streets and rights-of-way along the extension thereof or otherwise which is ordered to be removed by the city council based upon a determination, in the sole discretion of said council, that removal is required in order to eliminate or prevent a hazardous condition. Underground facilities in city streets and rights-of-way that are not removed shall be deemed abandoned and title thereto shall be vested in the city.

J. Emergency repairs. In the event that emergency repairs to the telecommunications system are necessary, franchisee shall notify the city of the need for such repairs. Franchisee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency.

K. City right of inspection. The city shall have the right to inspect and approve all installation, construction, alteration or maintenance work performed by franchisee within the franchise service area and to make such tests as it deems necessary to ensure compliance with the terms and conditions of this franchise and other pertinent provisions of law, the cost thereof to be paid solely by franchisee, but no action or inaction by the city shall create any duty or obligation by the city to inspect, test or approve any installation, construction, alteration or maintenance work performed by franchisee.

L. After-acquired facilities. Franchisee expressly acknowledges and agrees, by acceptance of this franchise, that any telecommunications system facilities located within city streets or rights-of-way which are subsequently acquired by franchisee or upon addition or annexation to the city of any area in which franchisee retains or acquires any such facilities (if acquired prior to this original franchise grant) and which would have been subject to this franchise and the permitting authority related thereto shall immediately be subject to the provisions of this franchise and all permits related thereto.

M. Information. Franchisee hereby promises to maintain and supply to the city, at the sole expense of franchisee, any information requested by the city to coordinate municipal functions with the activities of franchisee within city streets and rights-of-way. Franchisee shall provide such information, upon request, either in hard copy and/or electronic format compatible with the city's database system, as now or hereafter existing, including the city's geographic information service (GIS) database. Franchisee shall keep the city informed of its long-range plans so as to allow coordination with the city's long-range plans.

N. The installation of new utility poles by franchisee is not permitted to establish service. Franchisee must place its facilities underground in accordance with ECC 11.60.030(C) except as otherwise expressly provided herein. Subject to the terms and conditions of this franchise, franchisee may place optical cable, optical cable housing, and splicing connections on existing city-owned utility poles as overhead facilities if approved by city pursuant to a separate agreement for such use, or by the owner of the non-city utility poles. All other facilities, including, without limitation, facilities required for operating or maintaining such optical cable and optical cable housing, and splicing connections, must be underground facilities if they are located in a public way.

(Ord. 4804 § 2, 2018; Ord. 4704 § 8, 2015)

**Section 96. Section 11.40.030 of the Ellensburg City Code, as last amended by Sections 1 & 3 of Ordinance 4804, is hereby amended to read as follows:**

**11.40.030 Definitions.**

For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated.

*Affiliate* means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

*Application fee* means the charge specified in ECC 11.40.060(C) or, as to private communication facilities, is set by resolution.

*Cable facility* means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one or more television broadcast stations.
2. A facility that serves subscribers without using any public right-of-way.

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II (Common Carriers) of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent it is used in the transmission for a charge of video programming directly to nongovernmental private subscribers, unless the extent of such use is solely to provide interactive on-demand services.
4. Any facilities of any electric utility used solely for operating its electric utility systems.

A reference to a cable facility includes pedestals, equipment enclosures, amplifiers, power guards, nodes, cables, fiber optics and other equipment necessary to operate the cable system.

*Cable service* means:

1. The one-way transmission to subscribers of video programming or other programming service; and
2. Subscriber interaction, if any, required for the selection or use of such video programming or other programming service.

*City* means the city of Ellensburg and all of its departments, divisions, and agencies.

*City manager* means the city manager or the city manager's designee.

*Communications facility* means a device which alone or as part of an aggregation of devices is capable of transmitting signals from place to place.

*Communications system* refers to a telecommunications system or cable system.

*Construction, operation or repair* means the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, and excavation.

*FCC* means the Federal Communications Commission or its successor.

*Franchise* refers to the authorization granted by the city to a person for the nonexclusive right to occupy the space, or use facilities upon, across, beneath, or over any public right-of-way in the city and to provide a specified service within a franchise area. Any franchise shall be issued in the form of an ordinance, and must be accepted by the franchisee to become effective in the time and manner specified in the ECC or the franchise ordinance. A franchise shall not include or be a substitute for:



1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city;
2. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation street cut or public works permits;
3. Any permits or agreements for occupying any other property of the city or private entities to which access is not specifically granted by the franchise, including permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the city, including the departments of public works and ~~utilities~~ and energy services, or a private entity; or
4. The right to place devices in the public rights-of-way, such as pay telephones, for end user use in terminating or originating transmissions.

By way of example, this chapter shall not be read to diminish or in any way affect the authority of the departments of public works and ~~utilities~~ or energy services to control and charge for the use of real estate, fixtures or personal property. Therefore, any person who desires to use such property must obtain additional approvals, franchises, or agreements for that purpose, as may be required by the city.

*Franchise area* means the area of the city that a franchisee is authorized to serve by the terms of its franchise or by operation of law.

*Franchisee* refers to a person holding a franchise granted by city ordinance.

*License* refers to the legal authorization, terminable at will, to use a particular, discrete, and limited portion of the public rights-of-way to construct, operate, or repair a communications facility or a private communications system. The term “license” shall not mean or include:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances of the city;
2. Any permit, agreement, or authorization required in connection with operations on public streets or property, including street cut or public works permits;
3. Any permits or agreements for occupying any other property of the city or private entities to which access is not specifically granted by the license including, without limitation, permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the city or a private entity; or

4. The right to place devices in the right-of-way, such as pay telephones, for end-user use in originating and terminating transmissions.

*Person* includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the city.

*Private communications system* means a facility placed in whole or in part in the public rights-of-way for the provision of communications in connection with a person's business, but not encompassing in any respect the provision of telecommunications services to the general public.

*Public rights-of-way* means the public streets, alleys and easements which, under the Ellensburg City Code, ordinances and applicable laws, the city has authority to grant franchises, permits, or licenses for use thereof or over which the city has regulatory authority.

*Telecommunications facility* means a tangible facility used to provide one or more telecommunications services, any portion of which occupies public rights-of-way; the term includes wires, equipment cabinets, guys, conduit, radio transmitting towers, poles, other supporting structures, and associated and appurtenant facilities used to transmit telecommunications signals. The term "telecommunications facility" also includes all devices mounted on light poles in the public rights-of-way through which telecommunications services are originated or terminated. A cable system is not a telecommunications facility to the extent it provides only cable service.

*Telecommunications service* means the transmission for hire of information in electronic or optical form, including voice, video, or data, whether or not the transmission medium is owned by the provider itself. "Telecommunications service" includes telephone service but does not include cable service or over-the-air broadcasts to the public at large from facilities licensed by the Federal Communications Commission.

*Transfer* includes any transaction in which:

1. There is any change, acquisition, or transfer of control of the franchisee or licensee; or
2. The rights and/or obligations held by the franchisee or licensee under the franchise or license are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another party. It will be presumed that any transfer or cumulative transfer of voting interest of 20 percent or more is transfer of control within the meaning of this subsection.

*Underground facilities* refers to electric utility and communications facilities located under the surface of the ground.

(Ord. 4804 §§ 1, 3, 2018; Ord. 4161, 1998)

**Section 97. Section 11.41.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4824, is hereby amended to read as follows:**

**11.41.020 Definitions.**

The following words and phrases shall have the meanings assigned for use in this chapter and in chapters 11.70 and 15.395 ECC:

*Director.* The “director” is the city’s director of ~~public works and utilities~~ energy services or such other person as the city manager may designate.

*Franchise.* A “franchise” is the contractual authorization whereby a public utility or other qualified service provider is granted permission to utilize the public right-of-way in order to provide services to the general public. A franchise is a master permit within the meaning of RCW 35.99.010(3).

*Public right-of-way.* “Public right-of-way” means land acquired or dedicated for public roads and streets but does not include:

1. State highways;
2. Road dedicated for roads, streets, highways not opened and not improved for motor vehicle use by the public;
3. Structures including poles and conduits located within the right-of-way;
4. Federally granted trust lands or forest board trust lands;
5. Lands owned or managed by the state parks and recreation commission;
6. Federally granted railroad rights-of-way acquired under 43 U.S.C. Section 912 and related provisions of federal law that are not open for vehicular use; or
7. Leasehold or city-owned property to which the city holds fee title or other title, and which is utilized for park, utility or governmental or proprietary use.

*Right-of-way use permit.* A “right-of-way use permit” is an administrative permit issued to a franchisee to enter the right-of-way in order to exercise the rights granted under a franchise.

*Small wireless facilities.* “Small wireless facilities” shall be defined in accordance with 47 CFR Section 1.6002.

*Structure.* A “structure” for the purposes of this chapter and chapter 15.395 ECC is a pole, tower, base station or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or commingled with

other types of service). Utility poles and light standards are types of structures that may be used for the deployment of small wireless facilities.

*Telecommunication facilities.* “Telecommunication facilities” are those facilities defined in RCW 35.99.010(2), as currently enacted or as hereafter amended, and utilized by a provider in the provision of telecommunication service.

*Telecommunication service.* “Telecommunication service” is defined as provided in RCW 35.99.010(7) as currently enacted or as hereafter amended.

(Ord. 4824 § 1, 2019)

**Section 98. Section 11.70.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4824, is hereby amended to read as follows:**

**11.70.020 Application.**

A. Applications for a franchise for small wireless deployment shall generally conform to the requirements of this chapter. The ~~public works and utilities~~ energy services director, or such other department director as the city manager shall direct, is charged with administration of small wireless deployments established under this chapter. Service providers seeking to utilize the city’s right-of-way for small wireless deployments shall specify the geographic boundaries for the small wireless deployment described in the application. The applicant may designate the entire city at its discretion or any portion thereof as the franchise boundary. Phased development is permitted, but an applicant is required to specify at least the initial small wireless deployment in its application.

B. The following additional information shall be provided by all applicants for franchises seeking to deploy small wireless facilities. Existing grantees who seek to utilize a small wireless deployment to expand or implement an existing franchise shall provide the information as a part of a small wireless permit application for small wireless deployment.

1. *Designation of facilities.* The application shall provide specific locational information including Geographic Information Systems (“GIS”) coordinates of all facilities to the extent known and specify whether and where small wireless facilities are to be located on existing utility poles, including city-owned light standards, or will utilize replacement utility poles, new poles, towers, and/or other structures. To the extent known, conduit and/or ground-mounted equipment necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from an infrastructure provider. Detailed schematics and visual renderings of facilities sought to be approved by franchise or small wireless permit shall be provided by the applicant. Failure to provide sufficient detail may

result in a later finding of a significant change in the facility if significant elements of the facility were not shown on the originally approved franchise exhibit. Failure to include significant elements may also result in the requirement that new or undocumented elements complete the approval processes detailed in this chapter and as applicable in chapter 15.395 ECC.

2. *Radio frequency (RF) certification.* The applicant shall submit a sworn affidavit signed by an RF engineer with knowledge of the proposed project affirming that the small wireless deployment will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small wireless facility will operate. If facilities necessary to the small wireless deployment are to be provided by a third party, then the small wireless deployment in the initial franchise or in a subsequent small wireless permit shall be conditioned on an RF certification by the third party and the requirement that the third party obtain a franchise. If such facilities will emit RF emissions, this additional RF certification shall address the cumulative impact of the RF emissions and certify compliance with federal requirements. The applicant or grantee shall immediately remove any facilities that exceed FCC RF emissions requirements. A modification of the facility by an eligible facilities request requires a new RF certification.
3. *Regulatory authorization.* Issuance of the right-of-way permit for the facilities shall also be contingent upon the applicant's provision of proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.

(Ord. 4824 § 2, 2019)

**Section 99. Section 14.04.050 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4876, is hereby amended to read as follows:**

**14.04.050 Exemptions.**

The following development activities are exempt or partially exempt from paying traffic impact fees because they do not have a measurable impact on the city's transportation facilities, or because the city has chosen to exempt them, pursuant to RCW 82.02.060(2) or (4), as development with broad public purposes, and as provided for in subsection (E) of this section:

- A. Existing dwelling unit. Any alteration, expansion, reconstruction, remodeling, replacement, or demolition/removal of an existing single-family, duplex or multifamily dwelling unit that does not result in the generation of additional peak hour trips.

B. Existing nonresidential building. Any alteration, reconstruction, remodeling, replacement, or demolition/removal of an existing nonresidential building that does not result in the generation of any new peak hour trips.

C. Any development activity in the central commercial district is considered to be redevelopment, not new development, and therefore is not subject to this chapter.

D. The director of public works ~~and utilities~~ shall be authorized to determine whether a particular development activity falls within an exemption from traffic impact fees identified in this section or under other applicable law. Determinations of the director of public works ~~and utilities~~ shall be in writing and shall be subject to appeal to the city council as provided in ECC 14.02.300.

E. Low-income housing, as defined in ECC 14.04.030, or early learning centers, as defined in RCW 43.31.565, shall qualify for an exemption from the payment of traffic impact fees, subject to the following:

1. Any claim for an exemption under this section must be made before payment of the traffic impact fee. Any claim not so made shall be deemed waived.
2. The claim for exemption must comply with the requirements for recording a covenant mandated by RCW 82.02.060, as currently enacted or hereafter amended. Before final approval of the exemption, the department shall approve the form of the lien and covenant. Within ten days of exemption approval, the applicant shall execute and record the approved lien and covenant with the county auditor. The lien and covenant shall run with the land.
3. Upon determination by the director that a particular development falls within an exemption for low-income housing or early learning center, the request will be brought to city council for a decision on granting a partial or full exemption, as permitted in RCW 82.02.060(2) or (4), based on budget considerations, development activity, affordable housing needs and priorities, requirements for such exemptions for early learning centers in RCW 82.02.060(4) and such other considerations as deemed appropriate by the city council.
4. In the event that the housing unit is not used for low-income housing or early learning center for the prescribed period, or in the event that other exempted development activity is converted to a nonexempt use during the prescribed period, the current owner shall pay the traffic impact fees then in effect plus interest to the date of the payment, or such other amount as required by RCW 82.02.060.

F. Transitional exemption. This chapter is not applicable to building permits for development projects for which the city's SEPA official has issued a final SEPA determination prior to the effective date of the ordinance codified in this chapter for which a final traffic impact mitigation has been determined. For purposes of this exemption, a SEPA determination will include the issuance of a final declaration of nonsignificance (DNS), final mitigated declaration of nonsignificance (MDNS), and, if an environmental impact statement (EIS) was required, issuance of a final EIS.

(Ord. 4876 § 1, 2021; Ord. 4845 § 1, 2019; Ord. 4808 § 2, 2018; Ord. 4804 § 4, 2018; Ord. 4534 § 1, 2009)

**Section 100. Section 14.04.070 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4808, is hereby amended to read as follows:**

**14.04.070 Traffic impact fee fund established.**

A. This section establishes a special purpose traffic impact fee fund to receive traffic impact fees. All traffic impact fees and any investment income generated by such fees shall remain in that fund until spent, encumbered or refunded pursuant to the provisions of this chapter.

B. On an annual basis, the finance director shall provide a report to the city council on the traffic impact fee fund showing the source and amount of all monies collected, earned, or received, and system improvements that were financed in whole or in part by traffic impact fees. Additionally, on an annual basis, the public works ~~and utilities~~ director shall provide a report to the city council on the amount of traffic impact fee that was not collected as a result of the provisions of ECC 14.04.175.

(Ord. 4808 § 2, 2018; Ord. 4804 § 4, 2018; Ord. 4534 § 1, 2009)

**Section 101. Section 14.04.090 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4808, is hereby amended to read as follows:**

**14.04.090 Traffic impact fee determination and collection.**

A. At the time of building permit issuance, city staff shall determine the total traffic impact fee owed based on the fee schedule in effect at the time of such issuance.

B. Traffic impact fee collection shall also occur at the time of building permit issuance. Alternatively, the applicant may post a bond in favor of the city for the traffic impact fee at the time of building permit issuance, subject to the conditions set forth in this section. If bond is posted, cash payment of the traffic impact fee shall be due and payable at the time of issuance of certificate of occupancy or upon such earlier demand by the city in the event the city, in its sole judgment, determines either: (1) that the applicant's development is substantially complete (regardless of whether or not a certificate of occupancy has been requested); or (2) that the traffic

impact fee is at risk of not being paid. In the event the traffic impact fee is not paid when due, the city shall have immediate recourse against the bond which shall be written in a manner entitling the city to immediate receipt of the full amount of the bond upon the city's demand. The following conditions also apply:

1. The bond or security shall be in a form and upon such terms deemed acceptable by the city to ensure full payment upon demand of an amount equivalent to the traffic impact fee owed.
2. The bond shall be in an amount equal to 125 percent of the traffic impact fee owed on the development.
3. The bond shall be in the form of a surety bond, performance bond or irrevocable assignment of a savings account, with terms and conditions acceptable to the city attorney and public works and utilities director, and with a company authorized to do business in the state of Washington. The terms of the bond shall include a provision entitling the city to recover from the surety the city's costs, expenses and reasonable attorney's fees incurred in bringing any action or litigation to enforce the terms of the bond.
4. Bonds or other security authorized by this section shall remain in effect until the city receives full payment of the traffic impact fee secured by the bond or security.
5. Depletion, failure, or collection of bond funds shall not discharge the obligation of the applicant or development to pay the traffic impact fee.
6. The terms of the bond shall incorporate by reference the provisions of this section.

C. An applicant may request that the traffic impact fee be calculated in advance of building permit issuance, but any such advance calculation shall not be binding upon the city and should only be used as guidance by the applicant. Applicants should note that it is not possible to have a vested right to pay a particular traffic impact fee in advance of building permit issuance. If the city council revises the traffic impact fee formula or the traffic impact fees themselves prior to the time that a building permit is issued for a particular development, the formula or fee amount in effect at the time of building permit issuance shall apply to the development.

(Ord. 4808 § 2, 2018; Ord. 4804 § 4, 2018; Ord. 4534 § 1, 2009)

**Section 102. Section 14.04.100 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4808, is hereby amended to read as follows:**

**14.04.100 Traffic impact fee adjustments, independent calculations.**



An applicant may request an adjustment to the traffic impact fees determined according to the fee schedule adopted by this chapter by preparing and submitting to the public works and utilities director an independent fee calculation for the development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. Independent fee calculations for traffic impact fees shall use the same formulas and methodology used to establish the traffic impact fees in this chapter and shall be limited to adjustments in trip generation rates used in the traffic impact fee study, and shall not include travel demand forecasts, trip distribution, traffic assignment, transportation service areas, costs of road projects, or cost allocation procedures.

A. If the public works and utilities director agrees with the independent fee calculation, a written agreement to accept such amount shall be transmitted to the applicant who shall, in turn, present it to the public works and utilities department upon traffic impact fee collection.

B. If the public works and utilities director does not agree with the independent fee calculation, the fee payer may appeal this decision to the city council through procedures outlined in ECC 14.02.300.

(Ord. 4808 § 2, 2018; Ord. 4804 §§ 3, 4, 2018; Ord. 4534 § 1, 2009)

**Section 103. Section 14.04.110 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4808, is hereby amended to read as follows:**

**14.04.110 Traffic impact fee credits.**

A. An applicant shall be entitled to a credit against the applicable traffic impact fee collected under the fee schedule adopted by this chapter for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the applicant, to facilities that are:

1. Included within the six-year transportation improvement plan and identified as system improvements that are to be funded in part by traffic impact fees;
2. At suitable sites and constructed at an acceptable quality as determined by the city; and
3. Are completed, dedicated, or otherwise transferred to the city prior to the determination and award of a credit as set forth in this section.

B. No credit shall be given for project improvements.

C. The value of a credit for improvements shall be established by original receipts provided by the applicant for one or more of the same system improvements for which the traffic impact fee is being charged.

D. The value of a credit for land shall be established on a case-by-case basis by an appraiser selected by or acceptable to the city. The appraiser must be licensed in good standing by the state of Washington for the category of the property appraised. The appraisal and review shall be at the expense of the applicant. The appraisal shall be in accordance with the most recent version of the Uniform Standards of Professional Appraisal Practice, as published by the Appraisal Foundation, and shall be subject to review and acceptance by the city.

E. Upon the effective date of this chapter, whenever a development is granted approval subject to a condition that road improvements that are identified in the six-year transportation plan be constructed or provided, or whenever the applicant has agreed, pursuant to the terms of a voluntary agreement with the city, to donate or dedicate land for road facilities that are identified in the six-year transportation plan, and which are included in the list of road projects that are used to determine the traffic impact fee, as listed in the traffic impact fee study, the applicant shall be entitled to a credit for the value of the land or actual costs of capital facility construction against the fee that would be chargeable under the formula provided. The land value or costs of construction shall be determined pursuant to this section.

F. This subsection (F) applies only to residential developments and the residential portion of a mixed-use development. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per-dwelling-unit basis, the city shall take the total credit amount available to the entire plat or project, calculated by applying subsections (A) through (C) of this section, and divide that amount by the number of dwelling units approved for that plat or project. The traffic impact fee and credit may then be calculated and collected on a per-dwelling-unit basis as building permits are issued for those dwelling units. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted dwelling units will be calculated to arrive at a per-dwelling-unit amount in the same manner. For example, if a plat has been approved for 20 dwelling units, and building permits have only been issued for ten of those units, the per-dwelling-unit credit for the remaining ten units will equal the total credit amount divided by 20 dwelling units.

G. This subsection (G) applies to nonresidential developments, or the nonresidential portion of a mixed-use development. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per-square-foot basis, the city shall take the total credit amount available to the entire plat or project, calculated by applying subsections (A) through (C) of this section, and divide that amount by the number of square feet approved for that plat or project. The traffic impact fee and credit may then be calculated and collected on a per-square-foot basis as building permits are issued for that square footage. Where building permits for some, but not all, of the square footage within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted square footage will be calculated to arrive at a per-square-footage amount in the

same manner. For example, if a 20,000-square-foot commercial project has been approved, and building permits have only been issued for 10,000 square feet of the project, the per-square-foot credit for the remaining 10,000 square feet will equal the total credit amount divided by 20,000 square feet.

H. Pursuant to and consistent with the requirements of RCW 82.02.060, traffic impact fee schedules have been adjusted for future taxes and other revenue sources to be paid by the new development which are earmarked or proratable to the same new public facilities which will serve the new development.

I. After receiving the receipts for improvements, the appraisal of land value, the receipts and calculations of prior payments earmarked or proratable to the same system improvements for which the traffic impact fee is imposed, the director of public works ~~and utilities~~ shall provide the applicant with a letter setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated where applicable, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter indicating their agreement to the terms of the letter and return such signed document to the city before the traffic impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 60 calendar days shall nullify the credit.

J. If the amount of the credit is less than the calculated fee amount, the difference remaining shall be chargeable as a traffic impact fee and paid at the time of application for the building permit. In the event the amount of the credit is calculated to be greater than the amount of the traffic impact fee due, the applicant shall forfeit such excess credit.

K. A claim for credit will be processed by the city using whichever of the following options is selected by the applicant:

1. Claims for credits that are submitted prior to or with an application for a building permit for which a traffic impact fee will be due will be processed by the city before payment of the traffic impact fee is due in order to allow any credit authorized by the city to reduce the amount of the traffic impact fee; or
2. Claims for credits that are submitted no later than 30 days after the issuance of a building permit for which a traffic impact fee is due shall be processed by the city after the traffic impact fee is paid in full, and any credit authorized by the city will be refunded to the applicant within 90 days of receipt of the claim for credit.

L. Claims for credits that are submitted more than 180 calendar days after the issuance of a building permit for which a traffic impact fee is due are deemed to be waived and shall be denied.

M. Determinations made by the director of public works and utilities pursuant to this section shall be subject to appeal to the city council subject to the procedures set forth in ECC 14.02.300.

(Ord. 4808 § 2, 2018; Ord. 4804 § 4, 2018; Ord. 4534 § 1, 2009)

**Section 104. Section 15.130.160 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4936, is hereby amended to read as follows:**

**15.130.160 P definitions.**

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

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

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

*Pedestrian-oriented space* is defined in ECC 15.520.030(C).

*Permanent supportive housing* is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.

*Permeable pavement* is a paving system which allows rainfall to percolate through it into the underlying soil or an aggregate reservoir. Examples include porous asphalt, porous concrete, interlocking concrete pavers, and open cell paving grids.

*Permit, project permit, or project permit application* means any land use or environmental permit or license required from a local government for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required

by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

*Person* means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons, however organized. “Person” includes a trustee, a receiver, an assignee, or a similar representative.

*Personal service* means a use that provides a service that is nonmedical as a primary use and may include accessory retail sales of products related to the services. Examples would include but not be limited to: barber, beautician, masseur, tailors, clothing rental, shoe repair shops, and steam and sauna baths.

*Personally identifiable information*, for the purpose of chapter 15.370 ECC, means any information that includes, but is not limited to, data that uniquely identify, distinguish, or trace a person’s identity, such as the person’s name, or address, either alone or when combined with other sources, that establish the person is a qualifying patient or designated provider.

*Places of assembly* means a structure for groups of people to gather for an event or regularly scheduled program. Examples include but are not limited to arenas, religious institutions, lecture halls, banquet facilities, and similar facilities.

*Planning commission* means the Ellensburg planning commission created by chapter 1.14 ECC.

*Plant* means, for the purpose of chapter 15.370 ECC, an organism having at least three distinguishable and distinct leaves, each leaf being at least three centimeters in diameter, and a readily observable root formation consisting of at least two separate and distinct roots, each being at least two centimeters in length. Multiple stalks emanating from the same root ball or root system shall be considered part of the same single plant.

*Precision instrument approach* is, for the purpose of chapter 15.350 ECC, designed to provide an approach path for exact alignment and descent of an aircraft on final approach to a runway.

*Precision instrument runway 29* is, for the purpose of chapter 15.350 ECC, a 50,000-foot-long trapezoid that is 1,000 feet wide at the point where it meets the primary surface. It has a 50:1 slope for the first 10,000 feet and a slope of 40:1 for the remaining 40,000 feet. The approach surface is 16,000 feet wide at the outermost point.

*Preliminary subdivision or plat* means a scaled drawing of a proposed subdivision showing the general layout of streets, lots, blocks, rights-of-way, easements and other required elements of a plat which shall furnish a basis for the preliminary approval or disapproval of the general layout of the subdivision and preparation of a final subdivision. See chapter 15.260 ECC.

*Premises* means a specified lot or tract of land under single ownership.

*Preservation planner* means, for the purposes of chapter 15.280 ECC, the department of community development employee or consultant assigned to staff the Ellensburg landmarks and design commission and administer the historic preservation program.

*Primary surface* means, for the purpose of airport overlay zone regulations set forth in chapter 15.350 ECC, a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. For military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

*Process* means, for the purpose of chapter 15.370 ECC, to handle or process cannabis in preparation for medical use.

*Produce* means, for the purpose of chapter 15.370 ECC, to plant, grow, or harvest cannabis for medical use.

*Public agency or utility office* means a building or portion thereof used primarily for administration purposes by a public agency or utility.

*Public meeting* means an informal meeting of people to obtain comments from a city commission, committee, or public agency and members of the public prior to a decision on a project permit application.

*Public place* includes, for the purpose of chapter 15.370 ECC, streets and alleys of incorporated cities and towns; state or county or township highways or roads; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; premises where goods and services are offered to the public for retail sale; public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theaters, stores, garages, and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, buses, ferries, and other public conveyances of all kinds and character, and the depots, stops, and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

*Public transportation.*

1. *Public transportation* means the conveyance of passengers and/or freight by buses, trains, airplanes or taxis for a fare.

2. *Passenger terminals* means the facilities used as transfer areas, ticketing agencies and administrative offices for “public transportation,” excluding taxi stands or bus stops along prescribed bus routes.
3. *Deadhead stations* means the facilities used for the storage and mechanical maintenance of vehicles engaged in “public transportation.”

*Public use* means any use of land by the public or a local, state or federal government agency.

*Public utility* means any use of land by a local, state, or federal agency, or by any person, firm or corporation licensed or franchised by such a government agency involving the transportation or transmission of materials, signals or electrical energy by vehicle or through conduit, wire, pipe or other similar device. Typical examples of this would include water, gas and sewer mains, television or telephone lines, and refuse collection. For the purpose of this title, such uses located or to be located on the properties they are to serve shall not be included in this definition.

*Public works development standards* means those standards filed by the director of public works ~~and utilities~~ with the Ellensburg city clerk, as approved and adopted by reference in ECC 4.04.020, including any amendments thereto made in accordance with ECC 4.04.040.

(Ord. 4887 § 13, 2022; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 3, 2-5-2024)

**Section 105. Section 15.260.060 of the Ellensburg City Code, as last amended by Section 32 of Ordinance 4807, is hereby amended to read as follows:**

**15.260.060 Preliminary subdivision (long plat)—Review procedures and criteria.**

**A. *Procedures.***

1. Land subdivisions that create ten or more lots (sometimes referred to as long plats) are subject to the Type IV review process as set forth in chapter 15.210 ECC.
2. Time limits. Subdivisions that are granted preliminary approval shall be effective for a period set forth in RCW 58.17.140, during which time the final subdivision application shall be submitted for approval and recording.

The city shall make a decision on approval or denial of a preliminary subdivision application within 90 calendar days of the determination that the application is complete.

**B. *Application contents.*** Applications for a preliminary subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the preliminary subdivision;
2. Payment of the application fee in the amount established in the city's adopted fee schedule;
3. A completed SEPA checklist and payment of the SEPA application fee;
4. A completed critical area information form or critical area report pursuant to division VI, if applicable;
5. A title report of the property to be subdivided;
6. A recorded copy of the deed for the property to be subdivided;
7. Copies of all existing or proposed restrictive covenants involving the land within the proposed subdivision;
8. Names and addresses of the owner(s) of the property to be subdivided and of any person or entity holding an interest in the property as identified on the title report in subsection (B)(5) of this section;
9. Names and addresses of all property owners within 300 feet of the boundaries of the proposed subdivision as those names appear on the records of the Kittitas County assessor;
10. The preliminary subdivision plat drawing which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). Five copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11 inches by 17 inches. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
  - a. Vicinity sketch showing the parcel boundaries and the major street system, with street names, within a one-quarter-mile radius;
  - b. Zoning of the property proposed for subdivision;
  - c. Location and size of existing and proposed utilities, railroads, and irrigation rights-of-way on the property proposed for subdivision;



- d. Plan view of proposed streets, their names and widths, pedestrian ways, all utilities and easements;
  - e. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage;
  - f. Approximate boundaries of all areas subject to irrigation or stormwater overflow;
  - g. Location, width and direction of flow of all watercourses on the site; and
  - h. Location and identification of all critical areas, including associated buffers, on the property proposed for subdivision or on adjacent properties, as required by division VI.
- 11. Preliminary grading plan pursuant to public works ~~and utilities~~ department requirements;
  - 12. Preliminary stormwater plan pursuant to public works ~~and utilities~~ department requirements;
  - 13. Preliminary landscaping plan pursuant to divisions IV and V of this title;
  - 14. A narrative addressing ownership and maintenance of open spaces, stormwater facilities, public trails and critical areas, and the applicable approval criteria and standards of the Ellensburg Municipal Code. It should also address any proposed building conditions or restrictions;
  - 15. Transportation study, if required by the public works ~~and utilities~~ department;
  - 16. Location of any proposed building envelopes on the lots being created; and
  - 17. Any other information in the opinion of the director which is necessary to determine if the proposed subdivision makes appropriate provisions for physical problems or hazards involving public health, safety and/or welfare.

C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary subdivision application to the public works ~~and utilities~~ department, energy services department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary subdivision application shall be distributed to the respective jurisdiction.

The community development department will transmit any department or agency review materials to the hearing examiner as part of the staff report on the application.

D. *Hearing examiner recommendation.* The hearing examiner shall be responsible for holding an open record public hearing pursuant to procedures established in chapter 15.210 ECC to review the proposed preliminary subdivision application together with accompanying materials and documents, land use applications, staff reports and public testimony. Based on the comments and testimony established at the public hearing, the hearing examiner shall make a recommendation on the preliminary subdivision application and any other related land use applications to the city council or return the preliminary subdivision application to the applicant with a request for additional information. If the hearing examiner makes a recommendation, such recommendation shall be for approval, disapproval, or approval with conditions. In recommending any proposed preliminary subdivision, the hearing examiner shall propose written findings of fact and conclusions of law to the city council which shall state fully the reasons for the recommendation.

E. *City council action.*

1. The hearing examiner recommendation, findings and all supporting documents shall be forwarded to the city council. The community development department shall set a date and time for a public hearing before the city council to review the recommendation of the hearing examiner in a closed record hearing at which no new testimony or information may be presented. The city council shall then make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the preliminary subdivision application.
2. Prior to making a decision the city council may refer the preliminary subdivision application back to the hearing examiner for further consideration or may require the applicant to modify the preliminary subdivision application, or require more information to be submitted.

F. *Decision criteria.* The city may approve, approve with conditions, or deny a preliminary subdivision application based on conformance with the following decision criteria:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development

standards, ECC title 4, public works, the streetscape design standards and subdivision design and block standards in division IV, and the project design standards in division V;

3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC title 9, utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's ~~public works and utilities~~ energy services department design standards and with ECC title 9, utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

(Ord. 4807 § 32, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 106. Section 15.260.070 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4892, is hereby amended to read as follows:**

**15.260.070 Preliminary subdivision—Required minimum improvement standards.**

A. *Public works improvements.* In order to meet the public interest, the following minimum public works improvements shall be required and shall be constructed in accordance with the public works development standards and other city utility standards:

1. Installation of concrete curbs and gutters according to the public works development standards;
2. Construction of streets in accordance with the public works development standards;
3. Installation of monuments and monument cases in accordance with the public works development standards;

4. Installation of storm drainage system including inlet, pipe, manholes, detention or retention facilities if deemed necessary, all in accordance with the public works development standards;
5. Installation of iron pipe or reinforcing rods at the corners of all lots, plots or tracts in accordance with the public works development standards;
6. Construction of sidewalks on abutting sides of all public streets in accordance with the public works development standards; and
7. Installation of water and sewer mains, water service lines and side sewers to serve each lot platted in accordance with the public works development standards.

B. *Public utility improvements.* In order to meet the public interest, the following minimum public electric utility improvements, and public natural gas utility improvements, if applicable, shall be required to be constructed within the subdivision and shall be constructed in accordance with the public works development standards and the ~~public works and utilities~~ energy services department development standards:

1. Installation of underground ducts, manholes and vaults to accommodate the electrical distribution system within the subdivision; and
2. Communication and television signal service facilities with ducting provided for communication and television service at the right-of-way crossings through a minimum two-inch PVC duct type unless otherwise required by the city based on recommendation from the respective utility.

(Ord. 4892 § 1, 2022; Ord. 4804 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 107. Section 15.260.100 of the Ellensburg City Code, as last amended by Section 33 of Ordinance 4807, is hereby amended to read as follows:**

**15.260.100 Final subdivision application review procedures and criteria.**

A. *Procedures.* Final subdivision applications are subject to the Type I review process as set forth in chapter 15.210 ECC, with exceptions provided herein.

B. *Application contents.* Applications for a final subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed final subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the subdivision application as verified by the title report in subsection (B)(4) of this section;

2. A final subdivision plat drawing on mylar or other reproducible material which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). Three copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11 inches by 17 inches. In addition to meeting the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
  - a. Name of the owner(s) of the property being subdivided and mortgagee(s) of said property, if any;
  - b. Legal description of the property;
  - c. Boundary and lot lines, lot dimensions, lot area in square feet, and lot and block numbers;
  - d. Name and official seal of the licensed professional surveyor preparing the final subdivision plat certifying that the plat is a true and accurate survey;
  - e. Date, scale and north arrow;
  - f. Location of rights-of-way and easements, with easement purpose identified;
  - g. Statements of approval and places for signatures for the city engineer, city ~~public works and utilities~~ energy services director, community development director, the mayor of the city of Ellensburg, irrigation water district representative if applicable, and the county auditor;
  - h. A certification signed by the county 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; and
  - i. A notarized acknowledgment by the owner(s) and mortgagee(s), if any, of the approval of the final subdivision plat and the dedication of streets and other public places.
3. Engineered design drawings for all required minimum improvements as shown on the approved preliminary subdivision plat drawing, which drawings shall meet the requirements of the public works development standards, and be approved by the city engineer prior to filing of the final subdivision application;

4. A title report of the property to be subdivided if the final subdivision application is not submitted to the administrator for review within 120 calendar days of the approval of the preliminary subdivision application; and
5. If required public improvements are not to be installed prior to final subdivision application and will be bonded for instead, a subdivision improvements agreement shall be submitted including the following:
  - a. Public improvements to be provided in the subdivision as shown on the approved engineering design drawings;
  - b. Estimated cost of constructing said public 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; and
  - f. In lieu of a bond the applicant may fulfill the public improvements requirement by actually installing the improvements required in the preliminary subdivision approval under the direction of the city engineer.
6. A copy of any deeds, covenants, conditions, or restrictions together with a copy of the documents which establish and govern any homeowners' association which may be required.

C. *Recommendations as prerequisites for final subdivision approval.* Each preliminary subdivision submitted for final approval shall be accompanied by the following recommendations:

1. Director's recommendation as to compliance with the terms of preliminary approval of the proposed subdivision; and
2. City engineer's recommendation as to compliance with the terms of preliminary approval of the proposed subdivision.

Except as provided in RCW 58.17.140, an agency or person issuing a recommendation for subsequent approval under subsections (C)(1) and (2) of this section shall not modify the terms of its recommendations without the consent of the applicant.

D. *Decision criteria.* A final subdivision application shall be approved if the subdivision proposed for approval:

1. Conforms to all of the preliminary subdivision terms and conditions of approval; and
2. Meets all other applicable final subdivision requirements as set forth in chapter 58.17 RCW, other applicable state laws, this chapter, and any other applicable city ordinances which were in effect at the time of preliminary subdivision approval.
3. Approval and inscription. The city council shall make written findings of fact relating to its decision on the final subdivision application. If the decision is to approve the final subdivision application, a specific written finding of fact shall also be made that:
  - a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
  - b. The public use and interest will be served by the approval of such subdivision and dedication.
4. Upon approval of the final subdivision, the city council shall authorize the mayor to suitably inscribe and execute council's written approval on the face of the final subdivision plat drawing.

E. *Effect of final subdivision approval.* Any lots in a final subdivision filed for record shall be a valid land use, notwithstanding any change in zoning laws, for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final subdivision, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

F. *Time frame for approval.* The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 calendar days of the determination that the application is complete.

G. *Recording.* The final subdivision plat, in the form specified in this chapter, shall be recorded by the director with the Kittitas County auditor within ten working days after the appeal period has expired and shall be recorded in the presence of the applicant and with the cost of recording paid by the applicant.

(Ord. 4807 § 33, 2018; Ord. 4804 § 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 108. Section 15.260.120 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4929, is hereby amended to read as follows:**

**15.260.120 Short subdivision plat (sometimes referred to as short plats) – Review procedures and criteria.**

A. Procedures. Short subdivisions are divisions that create nine or fewer lots and are sometimes referred to as short plats. Short subdivision applications are subject to the Type II review process as set forth in Chapter 15.210 ECC, with exceptions provided herein.

B. Application Contents. Applications for a preliminary short subdivision shall contain all of the items required for a preliminary subdivision in ECC 15.260.060(B) except as follows: no SEPA checklist is required unless the proposed short subdivision is determined to not be exempt from SEPA review.

C. Referral to City Departments and Other Agencies for Comments. The community development department shall distribute one copy of the preliminary short subdivision application to the public works department, energy services department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary short subdivision application shall be distributed to the respective jurisdiction.

Comments may be submitted for 14 days after the date of issuance of the notice of application.

D. Decision Criteria. The director may approve, approve with conditions, or deny a short subdivision application based on conformance with the following decision criteria:

1. Conformance with applicable provisions of the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, the public works development standards, and applicable critical areas standards set forth in Division VI;



2. Integration of Specific Provisions. Short subdivisions shall integrate appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;

3. Public Interest. The public's interest shall be served by the short subdivision and dedication.

E. Time Frame for Approval. The administrator shall make a decision on approval or denial of a preliminary short subdivision application within 30 days of the determination that the application is complete. An approved preliminary short subdivision application is valid for one year from date of approval. Failure to submit the final short subdivision application within that one-year time frame will result in a lapse of the preliminary short subdivision approval. [Ord. 4656 § 1 (Exh. O2), 2013.]

**Section 109. Section 15.260.150 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**15.260.150 Short subdivision final plat—Certifications and filing.**

A. Upon approval of the final short subdivision application, the administrator, city ~~public works and utilities~~ energy services director, and the city engineer shall sign the final short subdivision plat drawing. The final short subdivision plat drawing shall then be presented by the director to the county treasurer for review and signature in the presence of the applicant and shall be recorded with the county auditor with the cost of recording paid by the applicant. Such signatures and approval of the final short plat drawing shall be subject to the following determinations:

1. The requirements of chapter 58.17 RCW and other applicable state law, the city's comprehensive plan, and any other applicable city ordinances that were in effect at the time of preliminary short subdivision approval, and this chapter have been met;

2. Conditions imposed on the preliminary short subdivision approval, if any, have been met;
3. The bond or other proposed security for required improvements meets the requirements of the public works development standards and has been approved and accepted by the city engineer; and
4. Every approved short subdivision containing a deed, dedication or easement filed for record shall be accompanied by a title report confirming that title of the land as described and shown on the short subdivision plat drawing is in the name of the owner(s) signing the certificate.

B. If the final short subdivision application is not approved by the administrator, the decision, along with reasons for denial, shall be communicated in writing to the applicant.

C. Effect of final short subdivision application approval. Any lots in a final short subdivision filed for record shall be a valid land use, notwithstanding any change in zoning laws, for a period of five years from the date of filing. A short subdivision shall be governed by the terms of approval of the final short subdivision application, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final short subdivision approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the short subdivision.

(Ord. 4804 § 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 110. Section 15.260.180 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4804, is hereby amended to read as follows:**

**15.260.180 Binding site plan review procedures and criteria.**

A. *Purpose.* This chapter shall govern a subdivision of land through the optional binding site plan process provided for in RCW 58.17.035, or its successor. If approved under this chapter, a division of land authorized by a binding site plan is exempt from the subdivision and short subdivision regulations and processes. Binding site plans are authorized by RCW 58.17.035, or its successor, to be used for condominiums and for the division of commercial or industrial zoned properties.

B. *Applicability.* The underlying zoning district standards shall apply for development utilizing the binding site plan process. The binding site plan option shall apply to the following:

1. Commercial zoned property in the C-H, C-T and C-C II zoning districts;
2. Industrial zoned property in the I-H and I-L zoning districts;

3. Condominiums for one or more units in any R-S, R-L, R-M, R-H, C-N, C-C or C-C II zoning district that are owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest; and
4. Land divisions for the purpose of leasing property that is located:
  - a. Within a manufactured home park; provided, that no residential structure other than manufactured homes is to be placed on the land within a manufactured home park; and
  - b. Within the C-T zoning district; provided, that no residential structure other than recreational vehicles is to be placed on the land within an approved recreational vehicle park.

C. *Application—Administration.* All applications shall be submitted to the administrator. Binding site plan applications shall be processed as a Type III permit pursuant to the requirements set forth in ECC 15.210.030(C).

D. *Complete application requirements.* All requests for a binding site plan shall be filed with the administrator together with the application fee as set forth in the adopted fee schedule. An application for a binding site plan shall not be determined to be complete until all of the following have been provided on the binding site plan drawing or on any other supporting documentation submitted along with the binding site plan drawing:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed binding site plan application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the subdivision application.
2. A recorded copy of the deed for the property proposed for the binding site plan.
3. A current title report on the property proposed for the binding site plan.
4. Copies of all existing or proposed restrictive covenants to be imposed upon land in the binding site plan.
5. Textual description of phasing if proposed, including the timing for all public improvements, required landscaping and binding site plan amenities to be installed with each phase.
6. Names and addresses of all property owners within 300 feet of the boundaries of the property proposed for the binding site plan as those names appear on the records of the county assessor.

7. Any information in the opinion of the administrator which is necessary to determine if the proposed binding site plan makes appropriate provision for physical problems or hazards involving public health, safety and/or welfare.
8. A completed SEPA checklist and payment of the SEPA application fee.
9. A completed critical area information form or critical area report pursuant to division VI, if applicable.
10. A preliminary binding site plan drawing which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). Five copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11 inches by 17 inches. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
  - a. Vicinity sketch showing the parcel boundaries and the major street system within a one-quarter-mile radius.
  - b. Zoning of the property within the binding site plan.
  - c. The names and locations of adjacent subdivisions, short subdivisions, and binding site plans.
  - d. Location and size of existing and proposed utilities, railroads and irrigation rights-of-way within the binding site plan.
  - e. Plan view of proposed streets with their names and widths, any proposed pedestrian ways, and all proposed utilities and easements.
  - f. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage.
  - g. Approximate boundaries of all areas within the binding site plan subject to irrigation or stormwater overflow and the location, width and direction of flow of all watercourses and the extent and location on the site of the 100-year flood flow from said watercourses.
  - h. Name and address of the owner(s) of the binding site plan property and all mortgagee(s) of said property.
  - i. Legal description of the binding site plan property.

- j. Surveyed boundary lines of the binding site plan property with complete bearings, lineal dimensions and the acreage.
- k. The length of each lot line, together with bearings and other data necessary for the location of any lot line in the field; lot area in square feet; and number of lots and blocks which shall be numbered consecutively from one to total number of lots.
- l. All section, township, municipal and city lines lying within or adjacent to the binding site plan property.
- m. Name, address and official seal of the licensed professional land surveyor preparing the binding site plan drawing.
- n. Ties and controlling reference points to existing and permanent points, monuments and markers.
- o. Date, scale, north point and origin of meridian, with the scale shown at 100 feet to the inch unless otherwise approved by the city engineer.
- p. Proposed phasing plan with clear delineation of each phase.
- q. Locations of land areas intended to be dedicated for public use or reserved for use of owners of the property in the binding site plan, along with a textual declaration of the dedication or reservation. Any roads not dedicated to the public must be clearly marked on the face of the binding site plan drawing as private roads. (Any dedication, donation or grant as shown on the face of the binding site plan shall be considered for all intents and purposes as a quitclaim deed to the donee or donees, grantee or grantees for his, her, or their use for the purposes intended by the donors or grantors).
- r. Location, centerline, and width of all existing and proposed rights-of-way and easements along with name of all existing or proposed streets within and adjoining the binding site plan and the name and auditor's file number for all easements.
- s. The areas and locations of open space, recreational amenities, and critical areas including prescribed critical area buffers.
- t. Areas designated for landscaping, vehicle use, parking, truck loading, and nonmotorized transportation corridors or pathways.
- u. The location of all existing and proposed structures.

- v. A declaration that all development of the property shall conform to that shown on the binding site plan drawing and conditions placed upon the binding site plan; and all provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan.
- w. Signatures and date lines for:
  - i. Certification by a registered land surveyor of the state of Washington that the binding site plan and legal descriptions were prepared under his or her direct supervision;
  - ii. The approvals of the city engineer, ~~public works and utilities~~ energy services director and community development director;
  - iii. The county treasurer indicating that the real property taxes are current;
  - iv. All owners and all others holding an interest in the binding site plan property with acknowledgments for all such signatures;
  - v. Approval by the mayor; and
  - vi. Approval by the irrigation district, if applicable.
- x. If the binding site plan is in conjunction with condominiums, pursuant to chapter 64.32 or 64.34 RCW, the following statement must be included on the face of the binding site plan:

All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all individuals or entities now and hereafter having any interest in the land described herein.

- y. All binding site plan designs shall include, as determined by the director, overall site landscaping, pedestrian walkways and connections, parking and circulation, recreational amenities, walls and fences, architectural design guidelines, lighting, and other site plan standards as set forth by the underlying zoning district. For commercial, business park, and industrial divisions, building envelope or use does not have to be identified at the time of the binding site plan. However, site plan review for subsequent building size, location and use will be required when submitted.

E. *Design standards and dedications.* In order to meet the public interest:

1. A binding site plan shall conform to the applicable zoning and development standards of the city of Ellensburg land development code codified in this title and the public works development standards and all other city utility development standards;
2. Each lot in a binding site plan shall be provided with satisfactory access established consistent with the requirements of the public works development standards and ECC title 4, public works;
3. Each lot in a binding site plan shall be provided with adequate provisions for water supplies, sanitary wastewater facilities and stormwater and drainage facilities consistent with the requirements of the public works development standards and ECC title 9, utilities;
4. Each lot in a binding site plan shall be provided with adequate provisions for electric utility service, and natural gas utility service if applicable, consistent with the requirements of the city ~~public works and utilities~~ energy services department and ECC title 9, utilities; and
5. Approval of binding site plans may be conditioned upon dedications to the city of drainage ways, other public ways, water supplies, sanitary waste facilities, parks, playgrounds, sites for schools, and other needs of the public.

F. *Administrative review.* Upon deeming the binding site plan to be a complete application and issuing the notice of application pursuant to ECC 15.220.040, the director shall transmit the binding site plan to city departments, the Kittitas Valley Fire and Rescue fire marshal, the SEPA responsible official for any required SEPA review pursuant to chapter 15.270 ECC, and to the landmarks and design commission for any required landmark and design review pursuant to chapter 15.280 ECC. The director shall concurrently perform critical area review if such review is required pursuant to division VI of this title. The community development department will transmit any department or agency review materials to the planning commission as part of the staff report on the application.

G. *Planning commission recommendation.* The planning commission shall be responsible for holding an open record public hearing pursuant to procedures established in chapter 15.210 ECC to review the proposed binding site plan together with accompanying materials and documents, land use applications, staff reports, and public testimony. Based on the comments and testimony established at the public hearing, the planning commission shall make a recommendation to the city council on the binding site plan for approval, disapproval, or approval with conditions.

H. *City council action.* The planning commission recommendation, findings and all supporting documentation shall be forwarded to the city council. The community development department shall set a date for a closed record public hearing before the city council to review the recommendation of the planning commission in a closed record hearing at which no new testimony or information may be presented. The city council shall then make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the binding site plan.

I. *Decision criteria.* The city council may approve, approve with conditions, or disapprove a binding site plan based on conformance with the following decision criteria:

1. Whether the binding site plan conforms to this section;
2. If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
3. Whether the public interest will be served by the approval of the binding site plan and any dedication.

J. *Findings and conclusions.* The city council shall not approve any binding site plan unless written findings are made that:

1. The binding site plan conforms to this section;
2. Appropriate provisions are made for the public health, safety, and general welfare and for other such open spaces, drainage ways, streets or roads, alleys, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
3. The public use and interest will be served by the approval of the binding site plan and any dedication.



- K. *Time limit on action.* An application for a binding site plan shall be approved, approved conditionally or disapproved by the city council within 90 calendar days from the date the application was deemed complete unless the applicant consents to a time extension; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the 90-day period shall not include the time spent preparing and circulating the environmental impact statement.
- L. *Duration of approval.* Preliminary approval of the binding site plan shall be effective for five years from the date of such approval by the city council, during which time the final binding site plan may be submitted.
- M. *Irrigation water district approval.* Any binding site plan which lies in whole or in part in an irrigation district organized pursuant to chapter 87.03 RCW shall provide for such irrigation water rights-of-way and any other improvements as shall be required by the irrigation district for each parcel of land in such district and such rights-of-way shall be evidenced by the respective binding site plan submitted for final approval to the city council.
- N. *Final binding site plan—Submittal deadline.* Failure to submit the final binding site plan application within five years of preliminary approval will result in a lapse of the preliminary binding site plan approval.
- O. *Final binding site plan—Application.* The final binding site plan application shall include the same information as for a final subdivision application as set forth in ECC 15.260.100.
- P. *Final binding site plan—Administrative action.*
1. Upon receipt of the final binding site plan application containing the items identified in subsection (O) of this section, the city council shall have 30 calendar days for review to determine conformance with the approved preliminary binding site plan and all applicable regulations and standards. The city council shall make written findings of fact relating to its decision on the final binding site plan and, if approved, shall direct the mayor to sign the final binding site plan. Upon approval by the city council, the director, the city ~~public works and utilities~~ energy services director, and the city engineer shall sign the final binding site plan document and shall present the final binding site plan document to the mayor for signature. The final binding site plan shall then be presented to the county treasurer for review and signature. Such signatures and approval of the final binding site plan document shall be subject to the following determinations:
    - a. The requirements of chapter 58.17 RCW and other applicable state law, the city's comprehensive plan, and any other applicable city ordinances that were in effect at the time of preliminary binding site plan approval, and this title have been met;

- b. Conditions imposed on the preliminary binding site plan approval, if any, have been met; and
  - c. The bond or other proposed security meets the requirements of the public works development standards and has been approved and accepted by the city engineer.
2. If the final binding site plan is not approved by city council, the decision, along with reasons for denial, shall be communicated in writing to the applicant.

**Q. Final binding site plan—Filing.** The final binding site plan shall not be officially complete until the signed original final binding site plan and subdivision improvements agreement, if required, have been recorded with the county auditor. Said documents shall be recorded by the director within ten working days after the appeal period has expired, in the presence of the applicant and with the cost of recording paid by the applicant. Filing of the final binding site plan shall not relieve the property owner of the obligation to complete the minimum public improvements.

**R. Amendment, modification and vacation.** Amendment, modification and vacation of a binding site plan shall be accomplished by following the same procedure and satisfying the same laws, rules and conditions as required for a new binding site plan application, as set forth in this chapter. The vacated portion shall constitute one lot unless the property is subsequently divided by an approved subdivision or short plat. In the event the vacation is of a dedicated road right-of-way, the review process shall follow the city's road vacation process.

(Ord. 4807 § 36, 2018; Ord. 4804 §§ 1, 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 111. Section 15.310.040 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4936, is hereby amended to read as follows:**

**15.310.040 Use tables.**

Table 15.310.040  
Residential-Based Uses

| Use                      | R-S | R-L | R-M | R-H | R-O | C-N | C-H | C-C | C-C II | I-L | NC - MU | RC - MU | I-H | P-R | MH P |
|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|--------|-----|---------|---------|-----|-----|------|
| RESIDENTIAL, GENERAL     |     |     |     |     |     |     |     |     |        |     |         |         |     |     |      |
| Dwelling, single-family* | P   | P   | P   |     | P   |     |     |     |        |     |         |         |     |     | P    |

|                                                   |                   |                   |                |                |                |                |   |                |                |  |   |   |                |   |
|---------------------------------------------------|-------------------|-------------------|----------------|----------------|----------------|----------------|---|----------------|----------------|--|---|---|----------------|---|
| (ECC 15.540.020)                                  |                   |                   |                |                |                |                |   |                |                |  |   |   |                |   |
| Dwelling, cottage* (ECC 15.540.050)               | P                 | P                 | P              |                | P              |                |   |                |                |  |   |   | A <sup>6</sup> |   |
| Dwelling, duplex* (ECC 15.540.030)                | P <sup>2</sup>    | P <sup>2</sup>    | P              |                | P              |                |   | P <sup>7</sup> | P <sup>7</sup> |  |   |   | A <sup>6</sup> |   |
| Dwelling, townhouse* (ECC 15.540.060)             | P <sup>2</sup>    | P <sup>2</sup>    | P              | P              | P              | P <sup>3</sup> |   | P <sup>7</sup> | P <sup>7</sup> |  | P | P | A <sup>6</sup> |   |
| Dwelling, multifamily* (Division V of this title) | P <sup>1, 5</sup> | P <sup>1, 5</sup> | P              | P              | P              | P <sup>3</sup> | C | P <sup>7</sup> | P <sup>7</sup> |  | P | P | A <sup>6</sup> |   |
| Dwelling, live-work*                              | P <sup>4</sup>    | P <sup>4</sup>    | P <sup>4</sup> | P <sup>4</sup> | P <sup>4</sup> | P              |   | P <sup>7</sup> | P <sup>7</sup> |  | P | P |                |   |
| Manufactured home park* (ECC 15.340.040)          | C                 | C                 | C              | P              | C              |                |   |                |                |  |   |   | A <sup>6</sup> | P |
| GROUP RESIDENCES                                  |                   |                   |                |                |                |                |   |                |                |  |   |   |                |   |
| Boarding houses, lodging houses                   |                   | C                 | P              | P              | C              |                |   | P <sup>7</sup> | P <sup>7</sup> |  | P | P | A <sup>6</sup> |   |
| Adult family home*                                | P                 | P                 | P              | P              | P              | P              |   | P <sup>7</sup> | P <sup>7</sup> |  | P | P | A <sup>6</sup> |   |

|                                           |                  |                  |                |                |                |                  |                |                  |                  |                |                |                |                |                  |                |
|-------------------------------------------|------------------|------------------|----------------|----------------|----------------|------------------|----------------|------------------|------------------|----------------|----------------|----------------|----------------|------------------|----------------|
| Community residential facility*           |                  |                  | C              | C              | C              | C                |                | P <sup>7</sup>   | P <sup>7</sup>   |                | P              | P              |                | P/A <sup>6</sup> |                |
| Senior citizen assisted housing*          |                  |                  | P              | P              | P              | P                |                | P <sup>7</sup>   | P <sup>7</sup>   |                | P              | P              |                | A <sup>6</sup>   |                |
| Transitional housing*                     | P <sup>5,9</sup> | P <sup>5,9</sup> | P <sup>9</sup> | P <sup>9</sup> | P <sup>9</sup> | P <sup>3,9</sup> | C <sup>9</sup> | P <sup>7,9</sup> | P <sup>7,9</sup> |                | P <sup>9</sup> | P <sup>9</sup> |                | P <sup>9</sup>   |                |
| Permanent supportive housing*             | P <sup>5,9</sup> | P <sup>5,9</sup> | P <sup>9</sup> | P <sup>9</sup> | P <sup>9</sup> | P <sup>3,9</sup> | C <sup>9</sup> | P <sup>7,9</sup> | P <sup>7,9</sup> |                | P <sup>9</sup> | P <sup>9</sup> |                | P <sup>9</sup>   |                |
| Indoor emergency shelter*                 | C <sup>9</sup>   | C <sup>9</sup>   | C <sup>9</sup> | C <sup>9</sup> | C <sup>9</sup> | C <sup>9</sup>   | P <sup>9</sup> | P <sup>9</sup>   | P <sup>9</sup>   |                | P <sup>9</sup> | P <sup>9</sup> |                | P <sup>9</sup>   |                |
| Indoor emergency housing*                 | C <sup>9</sup>   | C <sup>9</sup>   | C <sup>9</sup> | C <sup>9</sup> | C <sup>9</sup> | C <sup>9</sup>   | P <sup>9</sup> | P <sup>9</sup>   | P <sup>9</sup>   |                | P <sup>9</sup> | P <sup>9</sup> |                | P <sup>9</sup>   |                |
| RESIDENTIAL ACCESSORY USES                |                  |                  |                |                |                |                  |                |                  |                  |                |                |                |                |                  |                |
| Accessory dwelling unit* (ECC 15.540.040) | P                | P                | P              | P              | P              |                  |                | P <sup>7</sup>   | P <sup>7</sup>   |                |                |                |                |                  |                |
| Home occupations* (ECC 15.340.020)        | P                | P                | P              | P              | P              | P                | P              | P <sup>7</sup>   | P <sup>7</sup>   | P              | P              | P              | P              | P <sup>6</sup>   | P              |
| Yard sale use                             | A <sup>8</sup>   | A <sup>8</sup>   | A <sup>8</sup> | A <sup>8</sup> | A <sup>8</sup> | A <sup>8</sup>   | A <sup>8</sup> | A <sup>8</sup>   | A <sup>8</sup>   | A <sup>8</sup> | A <sup>8</sup> | A <sup>8</sup> | A <sup>8</sup> | A <sup>8</sup>   | A <sup>8</sup> |
| TEMPORARY LODGING                         |                  |                  |                |                |                |                  |                |                  |                  |                |                |                |                |                  |                |

|                                    |   |   |   |   |   |  |  |                |                |  |   |   |  |  |  |
|------------------------------------|---|---|---|---|---|--|--|----------------|----------------|--|---|---|--|--|--|
| Bed and breakfast (ECC 15.340.010) | P | P | P | P | P |  |  | P <sup>7</sup> | P <sup>7</sup> |  | P | P |  |  |  |
|------------------------------------|---|---|---|---|---|--|--|----------------|----------------|--|---|---|--|--|--|

Development conditions:

1. Subject use may be permitted subject to density bonus incentives set forth in table 15.320.030 and chapter 15.330 ECC.
2. Duplexes and townhomes are permitted in the R-L and R-S zones on infill lots (preexisting legal lots of record as of December 31, 2021) notwithstanding the maximum density limits in table 15.320.030. For lots recorded after this date, duplexes and townhomes are permitted in the R-L and R-S zones but must meet the density requirements of ECC 15.320.030.
3. Residential uses are permitted in the C-N zone provided nonresidential uses occupy the ground floor of all buildings fronting on the street. For example, residential uses could be on upper levels of buildings fronting on the street or, for deep lots, subject residential uses may occupy any buildings away from the street and behind the buildings that front onto the street.
4. Nonresidential uses may be permitted within live-work dwellings subject to the permitted uses in the underlying zoning district.
5. Multifamily dwelling units shall not be located adjacent to existing single-family dwellings, except where such uses were approved on an individual plat.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use (see ECC 15.310.050).
7. Except for lobbies or similar entrances, all permitted residential uses in the C-C and C-C II zones are prohibited within 30 feet of the sidewalk on the ground floor of properties fronting on storefront streets per ECC 15.510.050(E).
8. Yard sales are permitted as an accessory use to a dwelling; provided, that the following conditions are met:
  - a. Only two yard/garage sales per dwelling unit not exceeding three consecutive days in duration are allowed per year;

- b. The occupant or tenant of the dwelling unit shall supervise and be responsible for the yard/garage sale activities including ensuring that there is no impediment to the passage of traffic on public roads and sidewalks adjacent to the sale;
  - c. No goods are to be displayed in public rights-of-way without first obtaining a right-of-way use permit from the public works ~~and utilities~~ department; and
  - d. Signs advertising the sale shall not be attached to any public structure, sign, sign or utility pole or traffic control devices and shall be removed within 24 hours of the sale completion.
9. Subject to the permanent supportive, transitional housing, emergency housing and emergency shelter facilities standards set forth in ECC 15.340.080.

Table 15.310.040  
Nonresidential Uses

| Use                                                   | R-S            | R-L            | R-M            | R-H            | R-O            | C-N | C-H | C-C            | C-C II | NC-MU | RC-MU | I-L | I-H | P-R |
|-------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|-----|-----|----------------|--------|-------|-------|-----|-----|-----|
| RETAIL                                                |                |                |                |                |                |     |     |                |        |       |       |     |     |     |
| Auto sales, new and used                              |                |                |                |                |                |     | P   | P <sup>2</sup> | P      |       | P     |     |     |     |
| Automobile fueling                                    |                |                |                |                |                | P   | P   | P              | P      |       | P     | P   |     |     |
| Automobile, electric vehicle battery charging station | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P   | P   | P              | P      | P     | P     | P   | P   | P   |
| Farmers' markets*                                     |                |                |                |                |                | P   |     | P              | P      | P     | P     |     |     |     |
| Fruit stands*                                         | P              | P              | P              | P              | P              |     |     |                |        |       |       |     |     |     |

|                                                                      |                |                |   |   |   |                |   |                |   |   |   |   |   |                |
|----------------------------------------------------------------------|----------------|----------------|---|---|---|----------------|---|----------------|---|---|---|---|---|----------------|
| Heavy retail<br>(ECC<br>15.130.080)                                  |                |                |   |   |   |                | P | P <sup>2</sup> | P |   | P | P | P |                |
| Nurseries and<br>greenhouses                                         | P              |                |   |   |   |                | P | P              | P | P | P | P | P |                |
| Restaurants                                                          | P              | P              | P | P | P | P              | P | P              | P | P | P | P |   | A <sup>6</sup> |
| Bars and<br>brewpubs*                                                |                |                |   |   |   | P              | P | P              | P | P | P | P |   | A <sup>6</sup> |
| Coffee house,<br>espresso bar                                        | P <sup>5</sup> | P <sup>5</sup> | P | P | P | P              | P | P              | P | P | P | P |   | A <sup>6</sup> |
| Retail, small<br>scale<br>(<2,000 sf floor<br>area)                  | P <sup>5</sup> | P <sup>5</sup> | P | P | P | P              | P | P              | P | P | P |   |   | A <sup>6</sup> |
| Retail, medium<br>scale<br>(2,000—<br>20,000 sf floor<br>area)       |                |                |   |   |   | P              | P | P              | P | P | P |   |   | A <sup>6</sup> |
| Retail, large<br>scale<br>(20,001—<br>60,000 sf floor<br>area)       |                |                |   |   |   | P <sup>3</sup> | P | P              | P | P | P |   |   |                |
| Retail, very<br>large scale<br>(60,001—<br>100,000 sf<br>floor area) |                |                |   |   |   |                | P | C              | C |   | P |   |   |                |
| Retail, super<br>scale<br>(>100,001 sf<br>floor area)                |                |                |   |   |   |                | C |                |   |   | C |   |   |                |

|                                                                                             |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |
|---------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Regional retail commercial projects*<br>(subject to the requirements in chapter 15.390 ECC) | P <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>  |                 |                 | P <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>  |                 |                  |
| Marijuana retailer*                                                                         |                 |                 |                 |                 |                 | P <sup>9</sup>  | P <sup>9</sup>  | P <sup>9</sup>  | P <sup>9</sup>  | P <sup>9</sup>  | P <sup>9</sup>  |                 |                 |                  |
| PERSONAL AND GENERAL SERVICE                                                                |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |
| Day care I facilities*                                                                      | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               |                 | A <sup>6</sup>   |
| Day care II facilities*                                                                     | C               | C               | C               | C               | P               | P               | P               | P               | P               | P               | P               |                 |                 | A <sup>6</sup>   |
| Heavy services<br>(see heavy retail and services definition in ECC 15.130.080)*             |                 |                 |                 |                 |                 |                 | P               | P <sup>2</sup>  | P               |                 | P               | P               | P               |                  |
| Hotels/motels*                                                                              |                 |                 |                 |                 |                 |                 | P               | P               | P               | P               | P               |                 |                 |                  |
| Hospitals*                                                                                  | C               | C               | C               |                 | P               |                 |                 | C               | P               |                 | C               |                 |                 | A <sup>6</sup>   |
| Offices, medical*                                                                           |                 |                 |                 |                 | P               | P               | P               | P               | P               | P               | P               |                 |                 | P/A <sup>6</sup> |
| Kennels*                                                                                    |                 |                 |                 |                 |                 |                 | P               |                 | P               |                 |                 | P               |                 |                  |
| Nursing homes*                                                                              | C               | C               | C               | P               | P               |                 |                 | P               | P               |                 |                 |                 |                 | P/A <sup>6</sup> |
| Marijuana cooperative*                                                                      | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup>  |



|                                                                                |                |                |   |   |   |   |   |   |   |   |   |                |   |                  |
|--------------------------------------------------------------------------------|----------------|----------------|---|---|---|---|---|---|---|---|---|----------------|---|------------------|
| Personal service establishments*                                               | P <sup>5</sup> | P <sup>5</sup> | P | P | P | P | P | P | P | P | P |                |   | A <sup>6</sup>   |
| Laundromats and dry cleaners                                                   |                |                | P | P | P | P | P | P | P | P | P | P              |   |                  |
| Places of assembly*                                                            | C              | C              | C | C | P | P | P | P | P | C | C | C              |   | A <sup>6</sup>   |
| Radio station (commercial)                                                     |                | C              |   |   |   |   | P |   |   | P | P | C              | C | A <sup>6</sup>   |
| Veterinary clinic                                                              |                |                |   |   | C | C | P | P | P | P | P | C              |   |                  |
| BUSINESS SERVICE                                                               |                |                |   |   |   |   |   |   |   |   |   |                |   |                  |
| Conference center*                                                             |                |                |   |   |   |   | P | P | P | P | P |                |   | A <sup>6</sup>   |
| Offices, business or professional* , small scale (<2,000 sf floor area)        | P <sup>5</sup> | P <sup>5</sup> |   |   | P | P | P | P | P | P | P | P <sup>4</sup> |   | P/A <sup>6</sup> |
| Offices, business or professional* , medium scale (2,000—20,000 sf floor area) | P <sup>5</sup> | P <sup>5</sup> |   |   |   |   | P | P | P | P | P | P              |   | P/A <sup>6</sup> |
| Offices, business or professional* , large scale (20,001—                      |                |                |   |   |   |   | P | P | P | P | P | P              |   | P/A <sup>6</sup> |

|                                                                                       |  |  |   |  |  |  |   |                  |                  |                  |                  |                 |                 |                |
|---------------------------------------------------------------------------------------|--|--|---|--|--|--|---|------------------|------------------|------------------|------------------|-----------------|-----------------|----------------|
| 60,000 sf floor area)                                                                 |  |  |   |  |  |  |   |                  |                  |                  |                  |                 |                 |                |
| Miniwarehouse facility*                                                               |  |  | C |  |  |  |   |                  |                  |                  |                  | C               | C               |                |
| INDUSTRIAL                                                                            |  |  |   |  |  |  |   |                  |                  |                  |                  |                 |                 |                |
| Light manufacturing*                                                                  |  |  |   |  |  |  | P | P <sup>2</sup>   | P <sup>2</sup>   | P <sup>2</sup>   | P <sup>2</sup>   | P               | P               |                |
| Light industry (ECC 15.130.120)                                                       |  |  |   |  |  |  |   | P <sup>2,7</sup> | P <sup>2,7</sup> | P <sup>2,7</sup> | P <sup>2,7</sup> | P               | P               |                |
| Hazardous waste treatment (off-site) (see definition of “off-site” in ECC 15.130.150) |  |  |   |  |  |  |   |                  |                  |                  |                  | C               | C               |                |
| Hazardous waste treatment (on-site) (see definition of “on-site” in ECC 15.130.150)   |  |  |   |  |  |  | C | C                | C                |                  |                  | C               | C               | A <sup>6</sup> |
| Heavy industry (ECC 15.130.080)                                                       |  |  |   |  |  |  |   |                  |                  |                  |                  |                 | C               |                |
| Marijuana processor*                                                                  |  |  |   |  |  |  |   |                  |                  |                  |                  | P <sup>14</sup> | P <sup>14</sup> |                |
| Marijuana producer*                                                                   |  |  |   |  |  |  |   |                  |                  |                  |                  | P <sup>14</sup> | P <sup>14</sup> |                |
| Tow vehicle storage area*                                                             |  |  |   |  |  |  |   |                  |                  |                  |                  | P               | P               |                |

|                           |  |  |  |  |  |  |  |  |  |  |  |  |   |  |
|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|---|--|
| Vehicle<br>wrecking yard* |  |  |  |  |  |  |  |  |  |  |  |  | C |  |
|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|---|--|

Development conditions:

1. Vehicle battery charging stations are permissible for the primary use of residents and their guests in all residential zones. Battery charging station clusters are permitted for multifamily uses located in the R-M and R-H zones.
2. Use must be enclosed entirely within a building.
3. Grocery stores shall be the only retail uses permitted with more than 20,000 square feet of gross floor area.
4. Except for office uses that are accessory to a permitted use, office uses may be permitted through the purchase of transferable development rights, subject to the adoption of a TDR program by the city.
5. Subject nonresidential uses may be permitted in the R-S and R-L zones if the planned uses are at least 1,200 feet from an existing C-N zone or commercial use.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a primary public use or must be an accessory use to that primary public use. See ECC 15.310.050.
7. Includes light industrial activities that result in the production of goods placed for on-site retail sale. Special restrictions:
  - a. No power tools or equipment are allowed which by their decibel, frequency, and/or other feature of their operation would negatively impact the surrounding area by reason of decibel levels, light (see chapter 15.580 ECC for standards), dust or other physical effect; and
  - b. Production or manufacturing activity shall not occur between the hours of 10:00 p.m. and 6:00 a.m.
8. Regional retail is administered as an overlay zone pursuant to chapters 15.390 and 15.390A ECC, and only permitted within the designated boundaries identified in figure 15.390.040(A), the south interchange area, and figure 15.390.040(B), the west interchange area. Permitted uses and use restrictions within a regional retail commercial project are described in ECC 15.390.030. Design criteria for regional retail is governed by chapter 15.390A ECC.

9. All marijuana retail, production and processing facilities are subject to the requirements of chapter 15.370 ECC.
10. All marijuana cooperatives are subject to the requirements of ECC 15.370.030, chapter 314-55 WAC and chapter 69.51A RCW.

Table 15.310.040  
Special Uses

| Use                                                    | R-S | R-L | R-M | R-H | R-O | C-N | C-H | C-C | C-C II | NC - MU | RC - MU | I-L | I-H | P-R             |
|--------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|--------|---------|---------|-----|-----|-----------------|
| PARK, OPEN SPACE AND RECREATIONAL                      |     |     |     |     |     |     |     |     |        |         |         |     |     |                 |
| Cemeteries, columbarium or mausoleums                  | P   | P   |     |     |     |     |     |     |        |         |         |     |     |                 |
| Golf course                                            | P   |     |     |     |     |     |     |     |        |         |         |     |     | P <sup>11</sup> |
| Golf driving range (not associated with a golf course) | C   |     |     |     |     |     | C   |     |        |         |         |     |     | P <sup>11</sup> |
| Recreation—outdoor (commercial)*                       |     |     |     |     |     |     | P   |     |        | P       | P       | C   |     | A               |
| Recreation—indoor (commercial)*                        |     |     |     |     | C   |     | P   | P   | P      | P       | P       | C   |     | A               |
| Recreation—small-scale indoor studios (commercial)*    | P   | P   | P   | P   | P   | P   | P   | P   | P      | P       | P       | C   |     |                 |
| Recreational vehicle parks                             |     |     |     |     |     |     | P   |     |        |         |         |     |     |                 |

|                                                      |                     |                     |                     |                     |                |                |                |                |                |                |                |                |   |                |
|------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---|----------------|
| (ECC<br>15.340.050)                                  |                     |                     |                     |                     |                |                |                |                |                |                |                |                |   |                |
| Parks,<br>playgrounds<br>(public or<br>private)      | P <sup>1</sup>      | P <sup>1</sup>      | P <sup>1</sup>      | P <sup>1</sup>      | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> |   | P              |
| CULTURAL AND ENTERTAINMENT                           |                     |                     |                     |                     |                |                |                |                |                |                |                |                |   |                |
| Adult<br>entertainment<br>establishment*             |                     |                     |                     |                     |                |                | P <sup>2</sup> |                |                |                |                |                |   |                |
| Art,<br>performing arts,<br>and recording<br>studios | C                   | C                   | C                   | C                   | P              | P              | P              | P              | P              | P              | P              | P              |   | P/A<br>7       |
| Museums                                              | C <sup>1</sup><br>2 | C <sup>1</sup><br>2 | C <sup>1</sup><br>2 | C <sup>1</sup><br>2 | P              | P              | P              | P              | P              | P              | P              | P              |   | P/A<br>7       |
| Theaters                                             |                     |                     |                     |                     | P              | P              | P              | P              | P              | P              | P              | C              |   |                |
| EDUCATIONAL                                          |                     |                     |                     |                     |                |                |                |                |                |                |                |                |   |                |
| Schools                                              | C                   | C                   | C                   | C                   | C              |                | C              | C              | C              |                |                |                |   | P <sup>5</sup> |
| GOVERNMENTAL                                         |                     |                     |                     |                     |                |                |                |                |                |                |                |                |   |                |
| Court                                                |                     |                     |                     |                     |                |                | P              | P              | P              |                |                |                |   | P              |
| Fire facility                                        |                     |                     |                     |                     |                |                | P              |                |                |                | P              | P              |   | P              |
| Police facility                                      |                     |                     |                     |                     |                | P <sup>3</sup> | P              | P <sup>3</sup> | P              |                | P              | P              |   | P              |
| Public agency<br>or utility office*                  |                     |                     |                     |                     |                | P              | P              | P              | P              | P              | P              | P              | P | P/A            |
| Public agency<br>or utility yard                     | P <sup>4</sup>      | P <sup>4</sup>      | P <sup>4</sup>      | P <sup>4</sup>      | P <sup>4</sup> | P              | P              | C <sup>4</sup> | P              |                |                | P              | P | P/A            |

|                                                             |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                                 |
|-------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------------------|
| Utility facility*<br>8                                      | P               | P               | P               |                 | P               | P               | P               | P               | P               |                 |                 | P               | P               | P                               |
| Fairgrounds                                                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 | P                               |
| Public transportation passenger terminals                   |                 |                 |                 |                 |                 |                 | P               | P               | P               |                 | P               | P               | P               | P                               |
| RESOURCE                                                    |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                                 |
| Gardening or fruit raising (accessory use or noncommercial) | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               | P               | P/A <sup>7</sup>                |
| Agriculture*                                                | P <sup>9</sup>  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                                 |
| Small wind energy systems (ECC 15.340.060)                  | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> | P <sup>10</sup> /A <sup>7</sup> |
| REGIONAL                                                    |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                                 |
| Airport                                                     |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 | PC <sup>6</sup>                 |

Development conditions:

1. Lighting for structures and fields shall be directed away from residential areas through the use of exterior full cut-off shields or through optics within the fixture.
2. Adult entertainment is regulated pursuant to chapter 6.72 ECC. Zoning locational standards within the C-H zone for adult entertainment establishments are:  
  
All such establishments must be at least 1,000 feet from any residential zone, parks, schools, historic district, any dwelling, freeway, highway, interstate, or major arterial (see map on file in the city clerk's office).
3. Limited to "storefront" police offices. Such offices shall not have:

- a. Holding cells;
  - b. Suspect interview rooms (except in the C-N zone); or
  - c. Long-term storage of stolen properties.
4. Public agency or utility yard conditions:
- a. Utility yards are only on sites with utility district offices; or
  - b. Public agency yards are limited to material storage, vehicle maintenance, and equipment storage for road maintenance, facility maintenance, and parks facilities.
5. Excluding private or nonprofit commercial schools, for which the principal course work is business, vocational, or technical.
6. A conditional use permit is required for the following uses:
- a. Facilities to sell, service and store airplanes, service airport patrons, and those ordinarily incidental and essential to operation of a municipal airport; and
  - b. Airport landing areas.
7. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use; see ECC 15.310.050. Subject uses must be managed by a public agency.
8. Wireless communication facilities, including wireless communication support towers and antenna arrays, are subject to the provisions of ECC 15.340.070 and chapter 15.395 ECC.
9. Agriculture uses are permitted in the subject zone provided the following conditions are met:
- a. The raising of swine, poultry or goats shall be restricted to youth educational projects or limited household consumption occurring on the same lot, or lots of record;
  - b. No nuisances, such as noise, odor, air pollution, wastes, vibration, traffic or physical hazards, shall result therefrom; and
  - c. Fencing and housing adequate to certain livestock shall be provided where livestock are kept, and all livestock shall be kept and maintained in accordance with applicable laws and regulations.

10. Small wind energy systems on properties listed in the Ellensburg landmarks register are subject to landmarks and design commission certificate of appropriateness.
11. Subject use shall be permitted only if it is a public facility.
12. Museums within the R-S, R-L, R-M and R-H zoning districts are permissible within existing buildings, or if for new construction only if the building is 2,000 square feet or less, and for both options through approval of a conditional use permit.

(Ord. No. 4929, § 3, 11-6-2023; Ord. 4887 § 22, 2022; Ord. 4807 § 44, 2018; Ord. 4804 § 3, 2018; Ord. 4769 § 13, 2017; Ord. 4728 § 4, 2016; Ord. 4724 § 4, 2016; Ord. 4696 § 3, 2015; Ord. 4669 § 3, 2014; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 5, 2-5-2024)

**Section 112. Section 15.410.020 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**15.410.020 Arterial street design.**

A. *Purpose.* Provide safe and attractive arterial streets to facilitate movement of multi-modal traffic through the city and to regional and community destinations. As mobility is the primary function of the arterial streets, access to property may be limited to accommodate traffic flow.

B. *Implementation.* Street section connections to existing curbs/sidewalks shall be as follows:

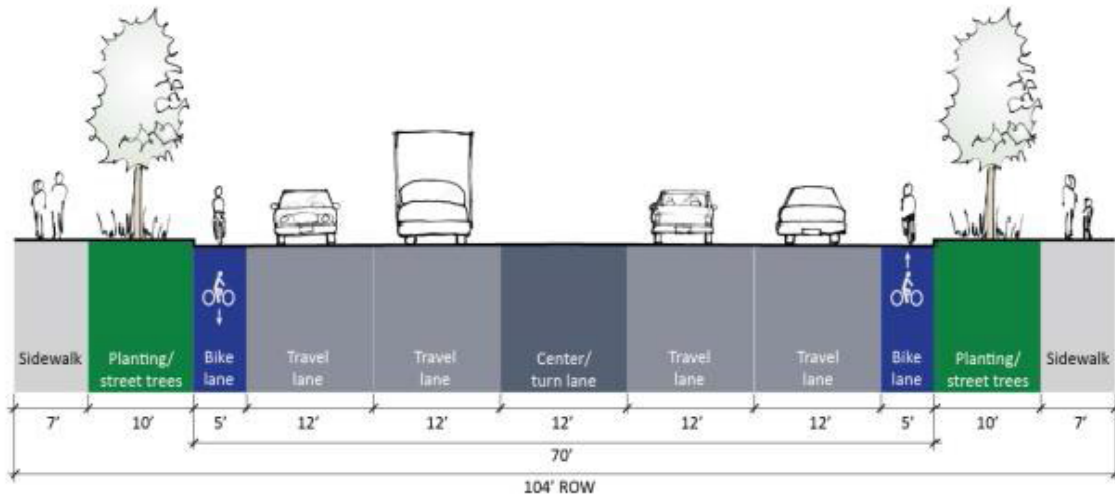
1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements.
2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works ~~and utilities~~ director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.

C. *Principal arterial street design.*

1. *Design.* Principal arterials typically include two lanes of travel in each direction, a center/left turn lane, bicycle lanes, planting strips with street trees, and sidewalks.



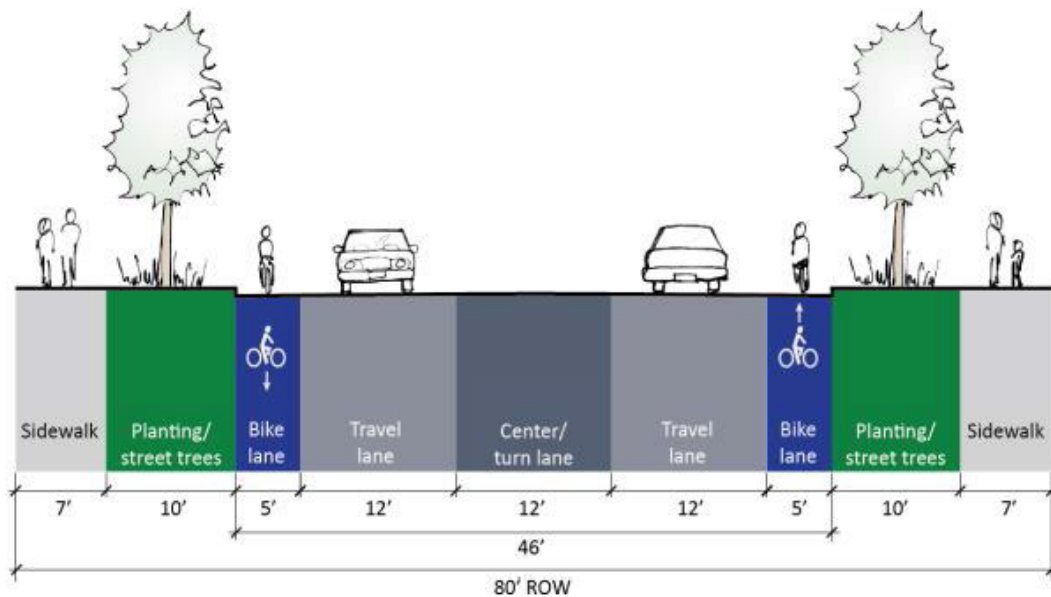
On-street parking may be included in single-family zones and in commercial zones where storefronts are permitted (see chapter 15.510 ECC). See section 3, street standards, of the city's public works development standards for detailed standards.



**Figure 15.410.020(B). Cross-section of standards for typical new principal arterial streets with standard dimensions. Variations could include on-street parking lanes in single-family zones and commercial zones in special circumstances, and wider sidewalks with trees in grates in commercial zones.**

**D. Minor arterial street design.**

1. *Design.* Minor arterials typically include one lane of travel in each direction, a center/left turn lane, bicycle lanes, planting strips with street trees, and sidewalks. On-street parking may be included in single-family zones and in special circumstances in commercial zones. See section 3, street standards, of the city's public works development standards for detailed standards.



**Figure 15.410.020(D). Cross-section of standards for new minor arterial streets located in commercial, industrial, and multifamily zones (with standard dimensions). Variations could include on-street parking lanes in single-family zones and commercial zones in special circumstances, and wider sidewalks with trees in grates in commercial zones.**

(Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 113. Section 15.410.030 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**15.410.030 Collector street design.**

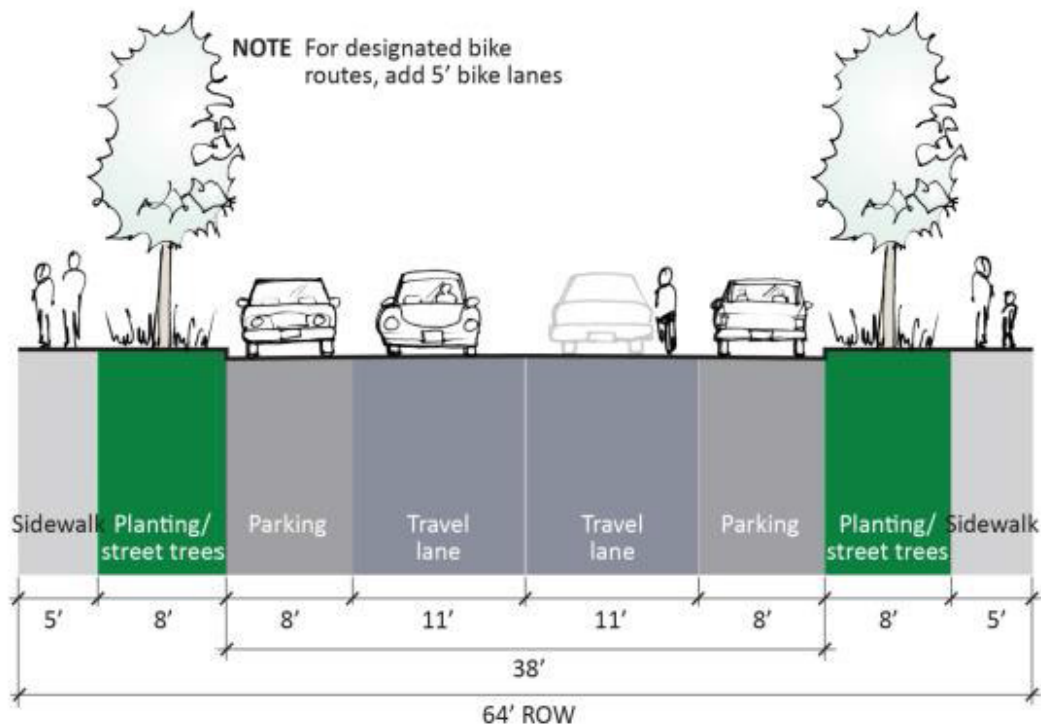
A. *Purpose.* Provide safe and attractive collector streets that balance mobility and access to encourage flow of traffic from neighborhoods and provide access to property.

B. *Implementation.* Street section connections to existing curbs/sidewalks shall be as follows:

1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements.
2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works and utilities director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As

a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.

C. *Design.* Collector streets typically include one lane of travel in each direction with shared auto and bicycle lanes, on-street parking, planting strips with street trees, and sidewalks. See section 3, street standards, of the city's public works development standards for detailed standards.



**Figure 15.410.030. Cross-section of standards for collector streets (with standard dimensions). Variations could include removal of on-street parking lanes in single-family zones (where alleys and other provisions for off-street parking are provided to adjacent lots) and commercial zones in special circumstances, and wider sidewalks with trees in grates in commercial zones.**

(Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 114. Section 15.410.040 of the Ellensburg City Code, as last amended by Section 11 of Ordinance 4929, is hereby amended to read as follows:**

**15.410.040 Collector street design.**

A. *Purpose.* Provide safe and attractive local access streets that provide access to property.

B. *Implementation.* Street section connections to existing curbs/sidewalks shall be as follows:

1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements. The project applicant may apply to the public works ~~and utilities~~ director for a departure from the code streetscape improvements. This departure, if granted, would allow for the continuation of the existing roadway section into future phases of a development, provided the development received preliminary plat approval prior to the effective date of Ordinance 4929. The applicant must define the boundaries of the development proposed for exclusion from the new streetscape requirements and comply with the departure criteria of ECC 15.210.060.
2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works ~~and utilities~~ director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.

C. *Design.* There are three optional designs for local access streets, including 20-foot, 24-foot, and 30-foot-wide streets, to allow flexibility for subdivision design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Planting strips with street trees and sidewalks are included on both sides of the street. See section 3, street standards, of the city's public works development standards for detailed standards.

1. *Continuity.* The designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.

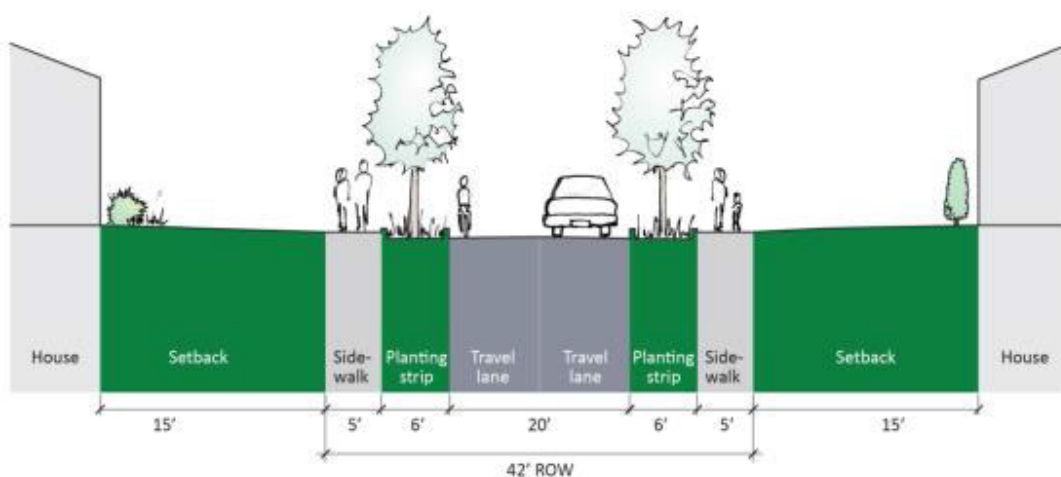
2. *Limitation for 20-foot streets.* The 20-foot street is intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. All dwelling units shall be within 500 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum. Developments may integrate parallel parking bulb-outs (see figure 15.410.040) along these streets, provided the bulb-outs take up no more than 50 percent of the planting strip length. Use of this street shall only be permitted when

in compliance with the International Fire Code. The 20-foot wide travel lane will be required to be increased to 26 feet when block length exceeds fire code limitations as determined by the city's fire marshal.

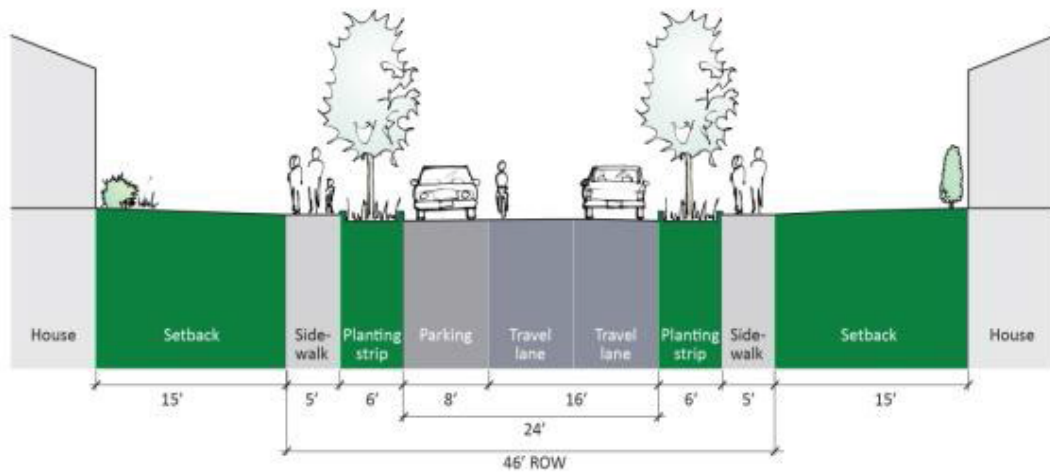


**Figure 15.410.040. Example of a local access street with integrated parallel parking bulb-outs.**

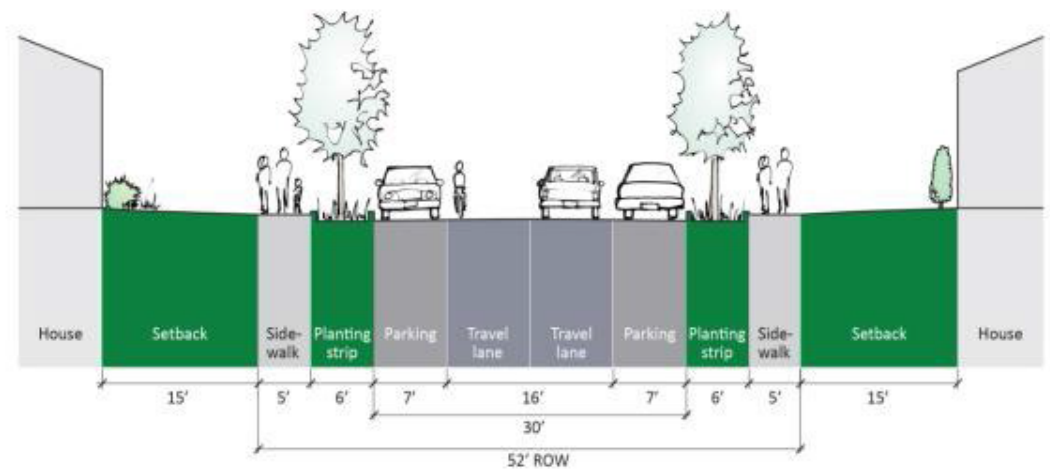
## 20' Wide Street



## 24' Wide Street



## 30' Wide Street



**Figure 15.410.040. Cross-sections for local access street design options (with standard dimensions).**

(Ord. No. 4929, § 11, 11-6-2023; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 115. Section 15.420.050 of the Ellensburg City Code, as last amended by Section 56 of Ordinance 4807, is hereby amended to read as follows:**

### **15.420.050 Lot design.**

Lots within subdivisions shall be designed to allow placement of dwelling units to address functional design issues. Lots shall be designed to contain a usable building area. If the building area would be difficult to develop, the lot shall be redesigned or eliminated, unless special conditions can be imposed that will ensure the lot is developed consistent with the standards of this code and does not create nonconforming structures, uses or lots.

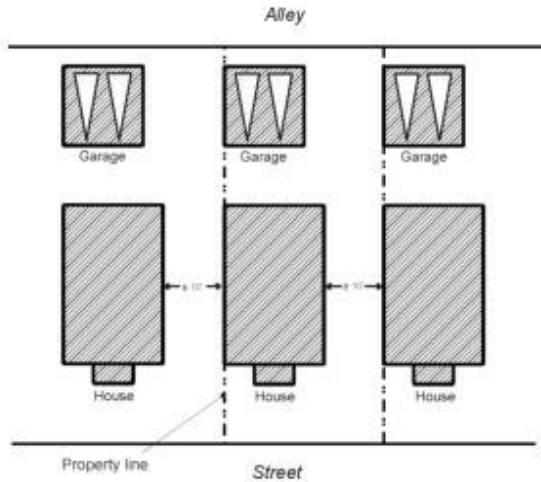
The placement and orientation of lots and dwelling units should consider privacy, solar orientation, access, location and access to open space and other factors that can contribute to the overall livability of the dwelling and its relationship to the surrounding environment. Flexibility shall be encouraged in spatial orientation of dwellings on lots to address these issues and create interesting and attractive streetscapes with homes having a high functional value that might not otherwise occur with a less flexible approach.

To maximize site efficiency and usable open space, small lot developments (generally less than 5,000 square feet in area and less than 50 feet wide) are encouraged to utilize zero-lot line and courtyard access configurations (as described below) or related design schemes provided they meet access, design, and other applicable standards set forth in this title.

A. *Zero lot line.* This is a configuration where the house and/or garage is built up to one of the side property lines, providing the opportunity for more usable side yard space. Standards:

1. Dwelling units and accessory structures may be placed on one interior side property line. The opposite side yard shall be at least ten feet. Also see ECC 15.540.020 for single-family standards, including minimum usable open space.
2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls along a zero lot line structure are allowed except for windows that do not allow for visibility into the side yard of the adjacent lot. Examples include clerestory or obscured windows. See figure 15.420.050(A) for an example of a privacy wall for a zero lot line house.
3. Eaves along a zero lot line may project a maximum of 18 inches over the property line.
4. Lots intended for zero lot line dwellings shall be noted on the plat, together with minimum side yard areas and maximum building envelopes.



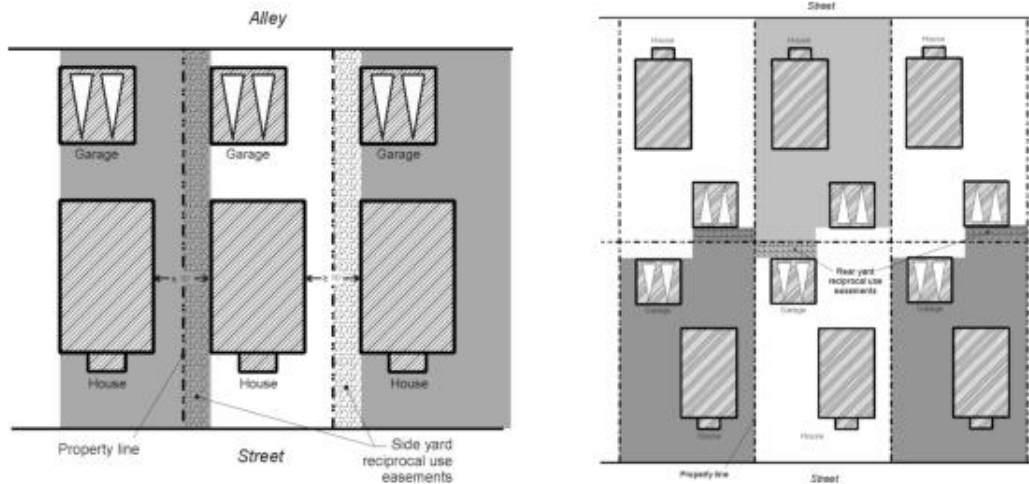


**Figure 15.420.050(A). Zero lot line layout example (left). The right image shows the side yard and privacy wall for a zero lot line house.**

B. *Reciprocal use easement lots.* This works similar to the zero lot line configuration, except that the dwelling units and accessory structures meet the standard setbacks and easements are granted on one side yard to allow consolidated use of the side yards by the adjacent property (see figure 15.420.050(B) for example). Also, configurations providing for reciprocal use easements in the rear yard are allowed to maximize usable open space (see figure 15.420.050(B) for example). Standards/provisions:

1. Reciprocal easements shall be noted on the plat. Easement areas may be used for minimum usable open space requirements set forth in ECC 15.540.020(D).
2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls of a structure along a reciprocal use easement are allowed except for windows that do not allow for visibility into the side yard of the adjacent lot. Examples include clerestory or obscured windows. See figure 15.420.050(A) for an example of a privacy wall.
3. Areas within reciprocal use easements may count towards usable open space requirements for applicable lots.

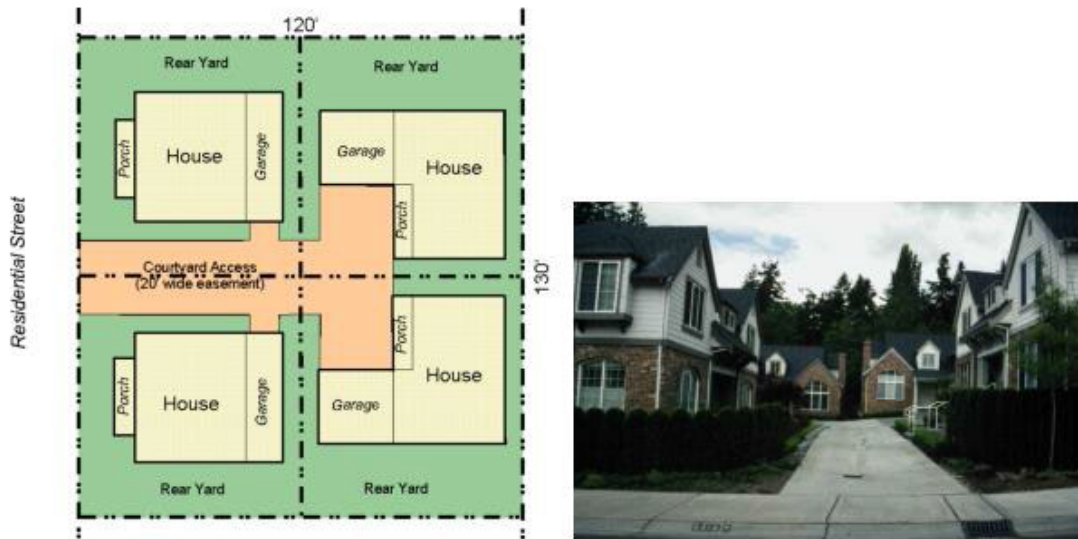




**Figure 15.420.050(B). Example of a reciprocal side yard easement configuration (left image) and reciprocal rear yard easement configuration (right image).**

C. *Courtyard access lots.* This includes a series of lots clustered around a private internal roadway. Standards:

1. Maximum number of lots served by a courtyard access: five (this includes lots fronting the street on either side of the courtyard access).
2. Maximum length of a courtyard access: 100 feet (or deeper if approved by the fire code official). The length may be increased to 150 feet if all structures beyond 100 feet of the street are equipped with automatic fire sprinkler systems.
3. Surface width of courtyard access: 15 feet minimum, to provide access for ambulances. Provisions shall be made to keep the access clear of snow, vehicles (“no parking” signs), and vegetation.
4. An easement of 20 feet in width shall be secured over the applicable parcels to allow lots legal access to the public street. A maintenance agreement shall be required for all applicable lots and must be recorded on the plat.
5. Buildings accessed from a courtyard access are limited to two stories in height, due to aerial apparatus access limitations.



**Figure 15.420.050(C). Examples of courtyard access lots.**

D. *Pedestrian-only entry lots.* This includes configurations where one or more lots are clustered around a pedestrian easement and/or common open space and do not front on a street (see figure 15.420.050(D) for an example). Most cottage housing developments (see ECC 15.540.050) are an example of this. Standards:

1. A pedestrian entry easement shall be provided to all dwellings that do not front on a street, alley, or common open space.
2. Pedestrian entry easements shall be five to ten feet wide with a five-foot minimum sidewalk constructed per local access street standards in section 3 of the public works development standards.
3. Fire sprinklers are required for dwellings more than 100 feet from a fire access road.
4. Buildings within pedestrian-only entry lots are limited to two stories in height.
5. Dwellings more than 150 feet from a street will require fire department access as defined in the current International Fire Code (IFC).
6. These lots must contain private detached or shared garages off an alley or other access if approved by the public works and utilities director.



**Figure 15.420.050(D). Pedestrian-only entry lot configuration examples.**

E. *Alley access lots.* This includes configurations where lots are provided with vehicular access by an alley designed per section 3, street standards, of the city’s public works development standards. Pedestrian access to each alley access lot shall be provided by either a public street (per chapter 15.410 ECC and section 3, street standards, of the city’s public works development standards) or a pedestrian easement a minimum of ten feet wide with a five-foot minimum sidewalk constructed per local access street standards in section 3, street standards, of the public works development standards.



**Figure 15.420.050(E). Alley access lot examples. The left example, Wheaton Court in Ellensburg, features direct pedestrian access to the street in the front and garage access off of an alley in the back. In the right image, lots feature pedestrian access from a trail/open space corridor (easement) with garage access off of an alley in the back.**

F. *Protective covenants.* The styles of developments discussed above require special consideration to ensure conflicts between neighbors are minimized and that opportunities are provided for a homeowners’ association to deal with unique issues created by these development forms. Covenants for these development styles shall be written to address issues unique to small

lot developments that use reciprocal use and easement agreements. The city shall review and approve any necessary easements and/or covenant agreement.

(Ord. 4807 § 56, 2018; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 116. Section 15.550.070 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4804, is hereby amended to read as follows:**

**15.550.070 Loading space requirements.**

A. Every nonresidential building engaged in retail, wholesale, manufacturing, or storage activities, excluding self-service storage facilities, shall provide loading spaces in accordance with the standards listed below:

Table 15.550.070(A)

Loading Space Requirements for Retail, Wholesale, Manufacturing, or Storage Activities,  
Excluding Self-Service Storage Facilities

| Gross floor area                       | Required number of loading spaces |
|----------------------------------------|-----------------------------------|
| 10,000 to 40,000 square feet           | 1                                 |
| 40,001 to 96,000 square feet           | 2                                 |
| 96,001 to 160,000 square feet          | 3                                 |
| 160,001 to 196,000 square feet         | 4                                 |
| For each additional 70,000 square feet | 1 additional                      |

B. Every building engaged in hotel, office building, restaurant, hospital, auditorium, convention hall, exhibition hall, sports arena/stadium or other similar use shall provide loading spaces in accordance with the standards listed below:

Table 15.550.070(B)

Loading Space Requirements for Hotel, Office Building, Restaurant, Hospital, Auditorium,  
Convention Hall, Exhibition Hall, Sports Arena/Stadium or Other Similar Uses

| Gross floor area               | Required number of loading spaces |
|--------------------------------|-----------------------------------|
| 40,000 to 120,000 square feet  | 1                                 |
| 120,001 to 264,000 square feet | 2                                 |

|                                         |              |
|-----------------------------------------|--------------|
| 264,001 to 520,000 square feet          | 3            |
| 520,001 to 784,000 square feet          | 4            |
| 784,001 to 920,000 square feet          | 5            |
| For each additional 200,000 square feet | 1 additional |

C. For storefronts and other similar buildings sited adjacent to a street without individual businesses over 10,000 square feet and no alley access, loading space may be provided by on-street designated loading zones upon approval of the public works and utilities director as a Type I decision based on access and safety considerations. A site plan, proposed conditions, and reason for on-street loading facilities shall be included in the application.

D. Each loading space required by this section shall be a minimum of ten feet wide, 30 feet long, and have an unobstructed vertical clearance of 14 feet six inches, and shall be surfaced, improved and maintained as required by this chapter. Loading spaces shall be located so that trucks shall not obstruct pedestrian or vehicle traffic movement or project into any public right-of-way. All loading space areas shall be separated from parking areas and shall be designated as truck loading spaces.

E. Any loading space located within 100 feet of areas zoned for residential use shall be screened and operated as necessary to reduce noise and visual impacts. Noise mitigation measures may include architectural or structural barriers, beams, walls, or restrictions on the hours of operation.

F. Multi-story self-service storage facilities shall provide two loading spaces, and single-story facilities one loading space, adjacent to each building entrance that provides common access to interior storage units. Each loading berth shall measure not less than 25 feet by 12 feet with an unobstructed vertical clearance of 14 feet six inches, and shall be surfaced, improved and maintained as required by this chapter. Any floor area additions or structural alterations to a building shall be required to provide loading space or spaces as set forth in this chapter.

(Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

**Section 117. 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 118. 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 119. 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 \_\_\_\_\_ day of February, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. \*\*\*\* is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4955 was published as required by law.

\_\_\_\_\_  
BETH LEADER



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Ordinance 4956 (first reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)  
**Submitted by:** Jerica Pascoe, Finance Director  
**Department:** Finance

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**Suggested Motion/Action:**

Conduct first reading of Ordinance 4956 Amending Utility Billing Policies and Procedures

**Background/Summary:**

The City provides utility services to approximately 11,000 customers, across six municipal utilities. The City is responsible for timely and accurate reading of the utility meters, timely and accurate billing of customers, and cashiering and collections of utility billings. On December 11, 2023, the City implemented the Origin SmartCity utility billing software to align with industry best practices and update procedures previously limited by the legacy utility billing software.

Current city code enforces that monthly utility accounts are due and payable within 15 days following the date of the mailing of the utility bill. If not paid by the due date, the entire account shall be deemed delinquent. A final notice is sent by regular mail, United States Postal Service (USPS), within five business days after the billing due date, and a \$10 late fee is assessed. If there is no response received to the mailed final notice of account delinquency within five business days, a door tag for disconnect is delivered within the next seven business days with a disconnect notice fee of \$25.00 assessed to the customer.

The City currently mails utility bills through the United States Postal Service (USPS). Approximately 16% of customers have opted into paperless billing. The number of days that a utility bill takes to reach a customer by USPS mail has significantly increased over the past several years. At times customers have stated that by the time they have received their bill, it is already due. Many have said they don't have enough time to mail their payment, and have it received by the City by the due date, even if they mail the payment the day after they receive their bill in the mail.

In addition, we have many customers who need the flexibility of having a fixed due date. A couple of examples include municipal governments that pay their bills monthly, and customers on social security who get paid monthly. Currently these customers are charged a late fee if they don't setup a payment plan to extend their due date, which requires them to call each month. This is frustrating to them and time consuming to both the customer and the utility staff.

City staff is spending significant time crediting late fees and setting up payment plans for the same customers each month.

**Previous Council Action:**

Council approved amendments to the utility billing policies and procedures, allowing for a temporary pause in deeming accounts delinquent to allow for changes to city utility billing and payment technology processes with adoption of Ordinance 4933 at its December 4, 2023, meeting.

**Analysis:**

Several changes to City Code are needed to update the City's utility billing policies and procedures to extend the utility bill and final notice due dates. Since the door tags are not impacted by the USPS, the due date of the door tag is not affected.

- Extend the bill due date from fifteen to twenty-two calendar days (additional 7 calendar days)
- Extend the final notice due date from seven to fourteen calendar days (addition 7 calendar days)
- Allow for fixed monthly due date up to fourteen calendar days past the normal due date.
- Updated language from business days to calendar days so that all language was consistent.

With these changes, the number of final notices mailed, door tags delivered, and fees associated with them should all be reduced.

**Financial Impact:**

These updates to utility billing policies and procedures are anticipated to have minimal impact on City finances. The increase in number of days between the process will reduce late payment penalty revenue.

Budget Adjustment: No

**Attachments:**

1. Ordinance 4956 - Utility Billing Due Date (first reading)



ORDINANCE NO. 4956

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 2.12 COLLECTION OF ACCOUNTS – UTILITIES AND AMENDING SECTIONS 2.12.020 AND 2.12.025 OF THE ELLENSBURG CITY CODE.

WHEREAS, the City implemented the Origin SmartCity utility billing software December 12, 2023; and

WHEREAS, the Origin SmartCity utility billing software automatically charges a late fee fifteen days following the issuance of the utility bill; and

WHEREAS, the number of days that a utility bill takes to reach a customer by United States Postal Service (USPS) mail has significantly increased over the past several years; and

WHEREAS, the number of late fees incurred by City utility customers has significantly increased due, in part, to customers not receiving their utility bills in a timely manner because of USPS delivery times; and

WHEREAS, the number of late fees incurred by City utility customers has significantly increased due to the SmartCity solution following the current fifteen-day deadline required by the Ellensburg City Code;

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

**Section 1. Section 2.12.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4933, is hereby amended to read as follows:**

**2.12.020 When due—Monthly utility accounts.**

Monthly utility accounts are due and payable within ~~15~~ twenty-two calendar (22) days following the date of mailing of the utility bill or electronic notification that the utility bill is available has been sent to the customer. If not paid by the due date, the entire account shall be deemed delinquent. The finance director/treasurer may temporarily pause deeming accounts as delinquent to facilitate changes to city utility billing and payment technology or processes. The finance director/treasurer may allow a customer to pick a fixed monthly due date, which may not extend their due date beyond thirty-six (36) calendar days following the date of the mailing of the utility bill or electronic notification that the utility bill is available has been sent to the customer. When a monthly utility account becomes delinquent:

A. A final notice shall be sent by regular mail within ~~five business~~ seven (7) calendar days after the billing due date, and the delinquent charges must be paid and received by the city within fourteen (14) calendar days of the date of the final notice.

B. If there is no response received to the mailed final notice of account delinquency within ~~five-business~~ seven (7) calendar days after the final notice due date, a tag for disconnect shall be delivered to the service address of the utility consumer giving at least seven (7) business calendar days' notice of pending disconnection for said service address.

C. If the delinquent charges and penalties are still unpaid after ~~five-business~~ seven (7) calendar days following the property being tagged for disconnection as provided in subsection (B) of this section, utility service shall be disconnected for said service address.

(Ord. No. 4933, § 1, 12-4-2023; Ord. 4649 § 2, 2013; Ord. 3434 § 2, 1984; Ord. 3411 § 1, 1983)

**Section 2. Section 2.12.025 of the Ellensburg City Code, as last amended by Section 9 of Ordinance 4490, is hereby amended to read as follows:**

**2.12.025 Due date—Delinquency—Penalty.**

A. All charges for utility services furnished by the city shall be due and payable to the city on the date shown on the face of the bill. Charges for services remaining unpaid at the close of business on the ~~fifteenth~~ twenty-second (22) calendar day following the billing date shall be considered delinquent and automatically incur an additional charge of \$10.00 as a late penalty for all utility services provided. Payments will first be applied to the oldest delinquent charges. Remaining funds will be credited to the utilities included in the delinquent bill by the prorated apportionment of the delinquent amount for each utility. If utility services have been disconnected as provided in ECC 2.12.020, service shall not be restored until all past due charges, penalties and fees have been paid, unless otherwise required by RCW 35.21.302. The finance director may waive all or a portion of the penalties provided herein in the event the director determines the late payment was the result of excusable neglect or extreme hardship.

B. The city shall have a lien against the premises to which utility services were furnished for up to four months of utility charges, to which the utility service is rendered superior to all other liens and encumbrances whatsoever except for general taxes and local special assessments. Enforcement of such lien or liens shall be in the manner provided by law.

C. When a disconnection notice has been ordered for failure to pay, a disconnect notice fee of \$25.00 for all utility services provided shall be charged to the delinquent account. The charge shall be in addition to the late fee penalty provided in subsection (A) of this section.

D. Discontinuance of service for any cause stated in this chapter shall not release the customer from his or her obligation to the city for payment of bills or charges. In addition, before service is restored to such property, the customer will be subject to the reconnection fee(s) established in chapter 9.92 ECC.

E. Weather-related disconnection and reconnection.

1. Utility service for residential space heating shall be disconnected in accordance with RCW 35.21.300.
2. Residential water or electrical utility service shall not be involuntarily terminated, or shall be reconnected, during a heat-related event, in accordance with the requirements of RCW 35.21.302.

(Ord. No. 4933, § 2, 12-4-2023; Ord. 4649 § 3, 2013)

**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 \_\_\_\_\_ day of February, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4956 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4956 was published as required by law.

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BETH LEADER



Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Transportation Benefit District (TBD) - Continued Discussion on Renewing Funding by Ballot Measure in 2025 (Public Comment Opportunity)

**Submitted by:** Heidi Behrends Cerniwey, City Manager

**Department:** City Manager

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

**Background/Summary:**

Voters in Ellensburg approved a 2016 ballot measure for Transportation Benefit District (TBD) funding of 0.2% sales and use tax revenue for a public transportation system. The measure included a ten-year period sunset clause and continued funding must therefore be renewed by voters before September 2026. Transportation Benefit Districts (TBDs) are one of the locally enacted sales and use tax options available to cities to fund transportation system maintenance, preservation, and capital improvements. Ellensburg's TBD is unusual because the majority of funding is reserved for transit (public transportation) system services.

The City's adopted 2025-2026 Biennial Budget included--among other adaptations--shifted and expanded use of TBD restricted revenues by planning for renewal of the voted 0.2% transportation benefit district funding. As a result, staff will be recommending at an upcoming meeting that City Council place a ballot measure before voters this year to reauthorize the TBD sales and use tax. The ability to fund transportation system improvements broadly is authorized by state law (RCW 82.14.0455) and codified in city code (Chapter 2.27 ECC) language, but the voted measure in 2016 was framed as funding for public transportation system (transit related) services and capital improvements associated with the system.

To balance the 2025-2026 Biennial Budget, several measures were taken, including maximizing use of restricted revenues to maintain services. Therefore, the budget anticipated partial reallocation of the voted funds, expanding the use to allow more flexibility for street maintenance and continued transit services in 2026 (the second year of the adopted biennial budget). This would be more consistent with how other communities fund street maintenance activities.

Central Transit, the City's Transit service, is funded by a combination of 0.2% TBD sales and use tax (since 2016) and has successfully acquired operating grants for many years, receives \$75,000 in CWU student fee funding annually, and in recent years, has been steadily gaining fund balance.

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

**Previous Council Action:**

At a Joint City Council and Public Transit Advisory Board (PTAC) study session on January 21, 2025, staff reviewed legal, financial, and operational aspects and trade-offs of renewing the Transportation Benefit District sales and use tax with increased flexibility for funding transportation system maintenance in addition to transit system activities.

**Analysis:**

**Balancing the 2025-2026 Biennial Budget**

City Council has the ultimate responsibility for establishing service levels and prioritizing investments across the City's services, including the transportation system. Council adopts a biennial budget, which serves as a policy document for investments and service levels over a two-year period.

Maintaining service levels across the multi-modal transportation system was a priority during staff preparation and Council adoption of the City's 2025-2026 biennial budget. The Ellensburg Central Transit program is budgeted to maintain service levels for 2025-2026 biennium and maintain reserve balances in line with City policy to preserve capacity to respond to future funding uncertainty.

Matters and restrictions outside the City control for the 2025-2026 budget cycle made the budget development particularly challenging. Principally, the City's budget continues to be constrained by a structural imbalance between the cost of activities supported by general governmental resources, and the revenues that support those expenditures.

This imbalance has been magnified since COVID and is prevalent in cities across the country, and most cities in Washington face the same set of challenges:

- Inflation and other increases to costs of maintaining services and infrastructure.
- Supply chain delays, which in addition to increasing costs, increase project risks.
- Limits on revenue (property tax annual increase limited to 1% while property values and costs to maintain services increase).

The City employed several strategies to close the structural gap in the current 2025-2026 Biennial Budget:

- Find and capture efficiency savings.
- Reallocating \$1 million of COVID Relief Grants from Sewer Utility to the General Fund.
- Pursuing fee analysis to balance the costs of providing services while maintaining affordability.
- Joining a larger health insurance benefit pool to control employee benefit costs.
- Service level reductions for governmental services.
- Maximizing use of restricted funds, by including capital infrastructure and preservation as an allowable use of TBD dollars in addition to the transit system.

- Continuing to pursue transportation and transit funding opportunities that foster and enhance the current and future City system.

Notably, 2025-2026 budget adjustments include reducing service levels for preventative maintenance of streets for 2025 and spending down fund balances, where eligible, for use as strategic investments in infrastructure. This stability and continued investment in Ellensburg Central Transit endures, even with thoughtful and limited application of TBD funds for the connected transportation system.

Although some service levels are reduced for 2025, the investments in transportation service levels adopted in the 2025-2026 biennial budget substantially target projects that span multiple transportation modes that bring in grant money to fund significant investments--expanding the available resources to meet the City's infrastructure needs and reflect the connections between modes.

### **Ellensburg's Public Transportation System Supports Multimodal Mobility, Accessibility, and Safety**

Looking solely at the upcoming 2025 transportation projects, there exist multiple benefits to the transit system of these projects:

- Water Street Overlay includes 120 ADA accessible curbs and crossings, leveraging over \$3 million in grant funding
- Gateway II including a multipurpose path with stormwater and ADA accessible routes, using local and grant funding
- 3rd Avenue Sidewalk and Paving, leveraging \$1.8 million in Surface Transportation Block Grant federal funds
- Sidewalk repair programs
- ADA Improvements along bus routes
- Additional Bus Shelters

It's important to remember transit doesn't just provide reliable rides; it is, and has always been, an investment in the overall transportation system:

- Ellensburg Central Transit rides reduce traffic.
- Ellensburg Central Transit rides reduce demand for parking downtown, at CWU, and at community events.
- Ellensburg Central Transit offers a backup, or part of their plan, for people who walk, bike, or carpool.
- Ellensburg Central Transit travels on streets, and the benefits of investments to preserve pavement, replace sidewalks, improve bike infrastructure, and improve ADA accessibility are shared by multiple modes, including transit users.
- Innovative implementation of the Ellensburg Central Transit Cabulance program helps maintain service levels for EMS system.

**Additional or Future Options**

Although the budget strategy does not include an increase in sales tax, there are options available to the City for these services. Council could consider asking voters to increase revenues to fund transit or additional transportation maintenance at this time or in the future. Options such as increasing the TBD by an additional 0.1% (for a total of 0.3%) or adding license fees (up to \$100) would require approval by voters. Another option is to establish a separate transit sales tax up to 0.9% (or establishing a public transportation benefit area (PTBA) with an expanded area) according to RCW 82.14.045, which also requires voter approval.

Continuing the existing TBD tax rates and expanding the list of transportation system elements eligible for funding with TBD sales tax dollars provides the City the flexibility to maximize grant opportunities to improve transportation system for all users, continue investment in Ellensburg Central Transit, and maintain quality services the people of Ellensburg expect. Opportunities to invest TBD dollars in optimizing Ellensburg Central Transit services are contingent upon continuation of the TBD sales and use tax, which without further action sunsets in 2026.

Ultimately, City Council is responsible for establishing service levels and budgeting for maintaining and investing in the City of Ellensburg's transportation system. In pursuit of maintaining mobility and the transportation system, and making investments in all modes, the TBD tax re-authorization would allow the Council to continue to invest in the transportation system.

**Financial Impact:**

The current authorized 0.2% sales and use tax for the Transportation Benefit District provides approximately \$1.6 million in funding for service delivery. Without further action, this funding will sunset September 30, 2026.

Budget Adjustment: No

**Attachments:**

None





Meeting Date: February 3, 2025  
**City of Ellensburg**  
**City Council Agenda Report**

**Agenda Subject:** Award Project Management Services for ERP Software  
(Public Comment Opportunity)  
**Submitted by:** Jim Goeben, IT Director  
**Department:** Information Technology

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**Suggested Motion/Action:**

Move to award the Enterprise Resource Planning (ERP) Request for Qualifications to SoftResources LLC and authorize the City Manager to execute the Professional Services Agreement and authorize payment of fixed fees identified in the agreement.

**Background/Summary:**

The City of Ellensburg issued a Request for Qualifications (RFQ) #R24 11 on September 24, 2024, for Consulting Services to prepare a Request for Proposals for Enterprise Resource Planning (ERP) software, assist the City with selecting a vendor, and provide project management services during the implementation of the selected software. The RFQ closed on Thursday October 10, 2024, at 5 pm. Seven vendors submitted responses.

**Previous Council Action:**

None

**Analysis:**

The vendor responses were reviewed and scored by a panel of staff, including the City Manager, Finance Director, Assistant Finance Director, IT Director, HR Director, and Public Works Director. The review criteria (and relative weight) included staff qualifications and availability, prior similar performance, qualified Project Manager, and methodology.

SoftResources LLC averaged the highest score and was unanimously chosen by the panel.

To award the RFQ to SoftResources LLC and proceed with selecting, procuring, and implementing ERP software, the City will need to execute the attached Professional Services Agreement.

**Financial Impact:**

The fixed fee cost for phases 1-4 (need assessment, request for proposal creation, vendor selection, and contract negotiation) are \$102,875. Phase 5, implementation project management services, will be scoped and brought to City Council separately after the selection of the ERP vendor. Placeholder costs for the ERP replacement are included in the 2025/2026 biennial budget and includes sufficient budget for these services. This is the beginning of a long duration project and future budget needs will be updated as part of

selection of an ERP vendor and implementation plan.

Budget Adjustment: No

**Attachments:**

1. ERP RFQ R24-11 PSA

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF ELLENSBURG  
AND  
SoftResources LLC**

**RELATING TO: ERP RFQ R24-11**

THIS FIXED FEE AGREEMENT is made and entered into this 3rd day of February, 2025 (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and SoftResources LLC, a corporation authorized to do business in the state of Washington (hereinafter called the “CONSULTANT”).

**1. RECITALS.**

1.1. The CITY desires to obtain professional services for work related to the Enterprise Resource Planning (ERP) Software project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein and can accomplish the work and services within the required time period and in accordance with CITY’s specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

**2. SCOPE OF WORK.**

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work (“Services”).

2.2. The CITY may review the CONSULTANT’S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute “Extra Work” as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state, and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

**3. TIME OF PERFORMANCE.** The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2028. The work shall be completed in accordance with the schedule set forth in the attached Exhibit A.

**4. PAYMENT.** The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

4.1. Payment shall be based on the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit A.

4.2. The CONSULTANT shall submit invoices to the CITY monthly. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

**5. MAXIMUM COMPENSATION.**

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$102,875.00 for Phases 1-4 as defined in the CONSULTANT'S submitted response (attached as Exhibit C) to CITY's ERP RFQ R24-11 (attached as Exhibit B). This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit A. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

## **6. RELATIONSHIP OF PARTIES.**

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

## **7. WORK PRODUCT AND DOCUMENTS.**

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY. Notwithstanding the above, Consultant retains ownership of any tools, templates, documents, vendor information, etc. that is used for many clients in the course of doing business. The City shall have the unlimited right to re-use the tools provided to the City at its own risk.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

**8. RECORDS.** As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are

needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

**9. NONDISCRIMINATION.** The CONSULTANT shall conduct its business in a manner, which assures fair, equal, and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state, or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability, or other legally protected classification.

**10. SUBCONTRACTING.**

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

**11. SUPERVISION, INSPECTION AND PERFORMANCE.**

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY;

provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements, and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

**12. CHANGES IN WORK.** Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

**13. EXTRA WORK.** The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

**14. TERMINATION.**

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form

or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

## **15. INDEMNIFICATION/HOLD HARMLESS.**

15.1. CONSULTANT shall defend, indemnify, and hold the CITY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance, or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

15.4. Notwithstanding the above, for Professional Liability ONLY (errors and omissions for the written reports and verbal counsel provided to the City for the Scope of Services), total Professional Liability ONLY will be limited to the amount of Professional Liability insurance carried by Consultant which is currently \$2M.

## **16. INSURANCE.**

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees, or subcontractors.



16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply

separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

**17. APPLICABLE LAW/VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

**18. NOTICE.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg  
Attention: IT Director  
501 N Anderson ST  
Ellensburg, WA 98926

SoftResources LLC  
Attention: Spencer Arnesen  
11411 NE 124th Street, Suite 270  
Kirkland, WA 98034-4341

**19. ENTIRE AGREEMENT.** The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

**20. PRIORITY OF DOCUMENTS.** In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

**21. MODIFICATION.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

**22. ASSIGNMENT.** Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

**23. WAIVER.** A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

**24. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

**25. EXHIBITS AND SIGNATURES.** This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

- Exhibit A - Scope of Work  
Consultant Labor Costs and Non-salary Reimbursable Costs  
Budget for Each Task  
Schedule for the Work
- Exhibit B - City's ERP RFQ R24-11
- Exhibit C - Consultant's submitted response to R24-11
- Exhibit D - Non-Disclosure Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONSULTANT:**

By: Spencer Arnesen

Printed Name: Spencer Arnesen

Title: Principal

Tax ID#: 91-1700358

**THE CITY OF ELLENSBURG:**

By: \_\_\_\_\_

Printed Name: Heidi Behrends Cerniwey

Title: City Manager

ATTEST: \_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## Exhibit A

### Scope of Work

**Scope of Work for Project:** Consulting and Project Management Services to Procure and Implement Enterprise Resource Planning (ERP) Software:

#### \*Scope of Software

- General Ledger
- Budget Preparation and Monitoring
- Accounts Payable/Payments
- Accounts Receivable
- Purchasing/Procurement
- Contract Management
- Human Resources
- Integrations
- Time and Attendance
- Payroll
- Project and Grant Accounting
- Inventory Control
- Fleet Management
- Reporting
- Data Access/Presentation (including Financial Statement reporting)
- Treasury Management/Operations
- Point of Sale/Cashiering

**\*Not all ERP vendors can support the scope of modules outlined above. SoftResources will see what modules vendors offer or if they have 3<sup>rd</sup> Party integrated solutions for some modules, however SoftResources is not engaged to do a separate software selection for individual modules. Note that Contract Management, Treasury Management, Point of Sale, HR/Payroll, Time and Attendance, Fleet Management may or may not be offered by the ERP vendor and may be 3<sup>rd</sup> Party solutions depending on the vendor.**

#### Participating Departments

- Executive
- Community Development
- Finance
- Human Resources
- City Attorney's Office
- Information Technology
- Library
- Parks and Recreation
- Police
- Public Works
- Energy Services



#### Phase 1 – Needs Assessment

- a. Project Launch**
- **Project Set Up** – SoftResources will meet with the City remotely via web conference to discuss and align expectations for the contracted scope of work, discuss resource availability and constraints, establish roles and responsibilities, and drivers and objectives that will govern the project.
  - **Project Management** – SoftResources will work with the City to manage resources, communicate tasks, meetings and deadlines, report on project progress to ensure target goals are achieved, and provide regular status updates. While set up in this phase, project management continues throughout the project.

**DELIVERABLES:** Project Status Updates



## Phase 1 – Needs Assessment

### b. Discovery Workshops

- **Plan Workshops** – SoftResources will work with the City to plan cross-functional collaborative Discovery Workshops arranged by scope of software and participating departments. Identify staff within the participating departments who will attend various workshops. Build a Discovery Workshop Schedule and deliver to the City via email. The City will invite attendees in accordance with the Schedule.
- **Review Documentation** – SoftResources will work with the City to identify existing background materials relevant to the project to gain insight about the current ERP environment, the overall project, and goals in preparation for the Workshops.
- **Facilitate Discovery Workshops** – SoftResources will conduct Discovery Workshops as scheduled (planned for 10-16 workshops). Workshops are intended to facilitate collaborative dialogue and will include attendees across departments within the project scope to:
  - ✓ Review how the current ERP system and other related systems are used and identify strengths, weaknesses, and limitations.
  - ✓ Review functional and technical requirements to support the City's future state vision.
  - ✓ Review shadow systems used by departments to address gaps in functionality (e.g., Excel worksheets, manual workarounds, third-party systems and databases).
  - ✓ Review interfaces and integrations that exist or are desired with other applications to identify opportunities for integration improvements.
  - ✓ Review current business processes and what drives them.
  - ✓ Provide educational insights about the capabilities of modern ERP systems and industry best practices.
  - ✓ Conduct post-workshop clarification discussions as needed.

**DELIVERABLES:** Discovery Workshop Schedule; Workshop Facilitation

### c. Document Requirements

- **Define Functional and Technical Requirements** – SoftResources will identify key ERP functional and technical requirements specific to the City. These requirements consider future state business process and integration requirements. Create the Requirements Document (*150-250 key requirements*) for incorporation into an RFP for solicitation. Requirements will be in Word table format, categorized and ranked as Required, Important, Nice to Have, or Explore.
- **Finalize Key Requirements** – SoftResources will deliver the Requirements Document via email to the City for review and discussion. The key requirements will identify what is needed to attain the future state and address current system gaps. SoftResources will edit based on the City's feedback, finalize, and return to the City for acceptance.

**DELIVERABLE:** Key Requirements Document (150-250 Key Requirements)



## Phase 2 – Request for Proposal

### a. RFP for ERP Software

- **RFP Document** – SoftResources will develop an RFP document for the purchase and implementation of ERP software that will be used to solicit vendor responses. The RFP will include the Key Requirements, business objectives, evaluation criteria, functional, technical, and integration requirements. Detailed instructions to vendors will be included as to the response format, compliance to functional and technical requirements, implementation methodology, technology overview, deployment options, data conversion and migration methodology, training plan, five-year cost estimates, resource availability, post-implementation software and user support availability, and general terms and conditions.
- **RFP Discussion** – SoftResources will deliver the draft RFP to the City via email. Schedule and facilitate a review meeting with the City to discuss and finalize the RFP document and evaluation methodology. The RFP will comply with City Purchasing policies. Our timeline allows 4 weeks for the RFP to be active.

**DELIVERABLE:** RFP for ERP Software

### b. RFP Solicitation

- **Vendor List** - SoftResources will prepare a Vendor List of ERP vendors that should be made aware of the RFP opportunity. Deliver via email.
- **RFP Management Support** – the City will issue and manage the RFP according to its Purchasing requirements. SoftResources will notify the vendors on the Vendor List of the opportunity, support the City with Vendor Pre-Bid Questions as needed, assist with addenda development, and liaise with the vendors.

**DELIVERABLES:** Vendor List; RFP Management Support



## Phase 3 – Vendor Selection

### a. Vendor Bid Analysis

- **Initial Review** – the City will receive vendor bids and provide a copy of each to SoftResources. SoftResources will conduct an initial review and determine nonresponsive bids considering:
  - ✓ RFP process compliance
  - ✓ Relevant vendor experience
  - ✓ Functional and technical fit to key requirements
  - ✓ Estimated cost
  - ✓ City-specific evaluation criteria
- **Fit Analysis** – SoftResources will conduct a comparative review of the remaining bids to:
  - ✓ Review vendor responses to functional and technical requirements.
  - ✓ Assess vendor viability and future strategies.
  - ✓ Assess the implementation strategy and team.
  - ✓ Evaluate cost for software, implementation, and software maintenance.
  - ✓ Identify a short list of recommended vendors.
- **Short List Comparison Chart** – SoftResources will create a Short List Comparison Chart in table format that details the fit analysis of the shortlisted



## Phase 3 – Vendor Selection

vendor responses to the RFP for the final vendor recommendations as compared to the Key Requirements. SoftResources will deliver the Short List Comparison Chart to the City via email for review and discussion with SoftResources.

- **Vendor Analysis Report** – SoftResources will prepare a Vendor Analysis Report (Microsoft PowerPoint) summarizing the results of the vendor review. The Vendor Analysis Report will include:
  - Gap Analysis Findings Summary
  - Key Vendor Strengths and Challenges Summary
  - Five-year Estimated Cost (for software, services, and implementation)
  - Next Steps

SoftResources will deliver the report to the City via email and via presentation, and answer questions about the analysis. The City will determine the short list of vendor candidates to invite to demos.

**DELIVERABLES:** Short List Comparison Chart; Vendor Analysis Report

### b. Software Demos

- **Demo Script** – SoftResources will develop a custom Demo Script that will define the specific timeline and content to be reviewed during software demos. This Script will focus the vendors to demonstrate their solution based on the City's required functionality. SoftResources will deliver the Script for review and input, SoftResources will edit with feedback, finalize, and return. The City will issue the final Demo Script.
- **Demo Planning** – SoftResources will work with the City to set up and schedule the software demos with the vendor candidates (includes three Short List vendors each presenting 2-day demos). Facilitate pre-demo calls (remotely) with the City and each vendor to prepare and answer questions the vendors may have. Our timeline allows for up to four weeks for vendors to prepare for the demos.
- **Demo Feedback Form** – SoftResources will prepare the Demo Feedback Form that will be provided to and used by City demo attendees to record feedback and rankings for each demo session attended.
- **Facilitate Demos** – SoftResources will come onsite and facilitate scripted demos that will provide City staff with a comparative analysis. SoftResources will manage vendor adherence to the Script, manage staff questions, manage Demo Feedback forms, document questions and follow up items.
- **Demo Wrap Up Meeting** – at the completion of the demos, SoftResources will conduct a remote Demo Wrap Up Meeting to review demo feedback, assist the City to determine one or two finalists, identify key areas to evaluate through due diligence that will support the final decision.

**DELIVERABLES:** Demo Script; Demo Feedback Form; Demo Facilitation; Demo Wrap Up Meeting



### Phase 3 – Vendor Selection

#### c. Software Decision

- **Vendor Management** – SoftResources will continue to manage vendor communications and questions, complete follow up tasks, and continue to liaise with the vendors during the City’s final decision process.
- **Due Diligence** – SoftResources will advise the City as they conduct follow up due diligence activities and make the final decision including:
  - *Reference Checks* – provide a set of questions and criteria to consider during the reference due diligence process and advise the City as they conduct reference checks with the finalist vendor(s).
  - *Due Diligence Demos* – assist the City, if needed, with one or two follow up Demos with the finalist vendor to review specific topics or evaluate functionality in more depth to support the final decision.
  - *Other Advisory Tasks* – serve as an advisor, conduct follow up meetings, planning, and calls to assist the City to make the final decision.
- **Final Decision Meeting** – SoftResources will provide consulting advice and guidance to the City in preparation for the City’s Final Decision Meeting. SoftResources will attend the Final Decision meeting, and the City will make the final decision and award the vendor.

**DELIVERABLES:** Due Diligence Advice; Final Decision Meeting



### Phase 4 – Contract Negotiations

#### a. Vendor Contract

- **Contract Documents** – SoftResources will assist the City with review of the selected vendor’s contract package as follows:
  - *SoftResources Review* – provide a business review of vendor contract documents with comments and redline edits to the software license, subscription pricing, terms and conditions, and discussion points. The City’s legal counsel will also review the documents.
  - *Client Review* – SoftResources will schedule a remote meeting with the City to discuss and address questions about the review comments and redline edits.
  - *Vendor Review* – SoftResources will join the City in vendor calls to review, negotiate, and resolve the Contract package redline edits and comments.

**DELIVERABLES:** Review Comments/Redline Edits, Contract Review Calls

#### b. Vendor Statement of Work (SOW)

- **SOW Development** – It is critical that the City review and finalize the SOW document as part of the contract finalization process. The SOW ensures there is a clear understanding for the implementation of the selected solution including methodology, roles, assignments, and timeline.
  - *SoftResources Review* – SoftResources will review the vendor’s SOW and provide review comments and redline edits to the document.
  - *Client Review* – SoftResources will schedule a remote meeting with the City to discuss and address questions regarding the review comments and redline edits.





## Phase 4 – Contract Negotiations

- *Vendor Review* – SoftResources will join the City in vendor calls to review, negotiate, and resolve the SOW edits and comments.

**DELIVERABLES:** Review Comments/Redline Edits, SOW Review Calls



## Phase 5 – Implementation Project Management Services

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                  | <p>SoftResources will support the City with the implementation of the new ERP system. The goal of SoftResources' implementation services include:</p> <ul style="list-style-type: none"><li>• Planning and monitoring project progress.</li><li>• Vendor management and liaison.</li><li>• Comanaging project time, scope, quality, and budget.</li><li>• Supporting the City's implementation team.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>a. Planning and Management</b> | <ul style="list-style-type: none"><li>• <b><u>Project Charter</u></b> – SoftResources will assist with the development of the Project Charter that will outline the purpose and goals of the project and will be used as the governing document for the life of the implementation of the software.</li><li>• <b><u>Project Plan and Timeline</u></b> – along with the City's Project Manager, SoftResources will review the vendor's Implementation Project Plan to ensure all tasks required for the project are included, with start and end dates, and help finalize the implementation timeline. Assist with internal resource assignment and planning as needed.</li><li>• <b><u>Other Implementation Management Documents</u></b> – SoftResources will assist as requested with developing and/or review of the following plans as requested:<ul style="list-style-type: none"><li>✓ <i>Communication Plan</i> – define the elements of communication for the project e.g., the who, what, where, when, and how of communication across the organization.</li><li>✓ <i>Organizational Change Management Plan</i> – identify potential change management issues the project may face and develop a plan to address them should they arise.</li><li>✓ <i>Risk Management Plan</i> – define the potential risks for the project, assign a risk owner, and a plan to address the risk should it arise.</li></ul></li><li>• <b><u>Plan and Monitor Project Progress</u></b> – SoftResources will manage and report on the time, scope, quality, and budget to assist in keeping the project compliant with the negotiated contract and project plan. Manage and report on change orders, risks and mitigation log, budget vs. actual, and change management tasks.</li><li>• <b><u>Project Status Meetings</u></b> – SoftResources will assist the City's Project Team, liaise with the Vendor Team, and participate as scheduled during such meetings as Vendor Status, and Project Team Updates, Executive Sponsor Reports, etc.</li></ul> |



## Phase 5 – Implementation Project Management Services

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <ul style="list-style-type: none"><li>• <b><u>Other Project Management Duties</u></b> – SoftResources will work with the City’s Project Manager/Team to identify additional project management duties (to be agreed upon).</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>b. Implementation Support</b>      | <ul style="list-style-type: none"><li>• <b><u>Discovery Sessions</u></b> – SoftResources will participate in Discovery Sessions, as requested, and act as an objective guide to the information provided and the decisions made. Typically, the Vendor’s first phase of software implementation will include review of the current project environment, provide training on the software, and review best practices and functionality the software provides.</li><li>• <b><u>Data Conversion</u></b> – SoftResources will assist the City to review the Data Conversion Plan, and to track and monitor the data conversion, migration, and validation tasks. The Vendor typically provides a Plan that addresses interfaces, integrations, data conversion, cutover plan, forms development, report development, testing plan test scripts, role definitions, user administration, etc.</li><li>• <b><u>User Training</u></b> – SoftResources will support the City, as requested, as they develop a Training Plan that will define who needs to be trained, what they need to be trained on, what materials are required for training, when they need to be trained, where they will be trained, and how they will be trained. SoftResources will assist with identifying areas where initial and additional training is required.</li><li>• <b><u>User Acceptance Testing</u></b> – SoftResources will use their experience to provide guidance to the City to conduct user acceptance testing, including providing review and input on the Vendor’s Testing and Training Plan for completeness. SoftResources will participate in User Acceptance Testing oversight which may include script review, staff coordination, and activities associated with data migration, software configuration, and acceptance.</li></ul> |
| <b>c. Post-Implementation Support</b> | <ul style="list-style-type: none"><li>• <b><u>Post-Go-Live Planning</u></b> – SoftResources will review, and document post go-live activities and timeline required to complete the scope of the project.</li><li>• <b><u>Go-Live and Cutover Strategy</u></b> – SoftResources will provide guidance to the City Project Team for the development of a cutover strategy, go-live checklist, readiness assessment, quality review, definition of critical-success-factors, go-live cutover, and transition to support.</li><li>• <b><u>Closeout</u></b> – SoftResources will support the City’s Project Team by participating in the review of the Project Plan with the City’s Project Manager/Team to ensure all tasks are completed. Review the cutover strategy to ensure all steps have been properly executed. SoftResources will participate in the Vendor’s transition process to post-implementation support of City staff.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>DELIVERABLES</b>                   | To be Determined with the City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## Schedule

SoftResources has put together a ten-month schedule to complete the Scope of Work detailed in Exhibit A, Phases 1-4. The following dependencies may require this timeline be adjusted during the project: City staff availability, turnaround on deliverables and decisions, and on the vendor resources. Some tasks within different phases may be completed concurrently as time allows.

| Phase/Tasks 2025                   | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>1. Needs Assessment</b>         |     |     |     |     |     |     |     |     |     |     |
| a. Project Launch                  |     |     |     |     |     |     |     |     |     |     |
| b. Discovery Workshops             |     |     |     |     |     |     |     |     |     |     |
| c. Document Requirements           |     |     |     |     |     |     |     |     |     |     |
| <b>2. Request for Proposal</b>     |     |     |     |     |     |     |     |     |     |     |
| a. RFP for ERP Software            |     |     |     |     |     |     |     |     |     |     |
| b. RFP Solicitation (live 4 weeks) |     |     |     |     |     |     |     |     |     |     |
| <b>3. Vendor Selection</b>         |     |     |     |     |     |     |     |     |     |     |
| a. Vendor Bid Analysis             |     |     |     |     |     |     |     |     |     |     |
| b. Software Demos                  |     |     |     |     |     |     |     |     |     |     |
| c. Software Decision               |     |     |     |     |     |     |     |     |     |     |
| <b>4. Contract Negotiations</b>    |     |     |     |     |     |     |     |     |     |     |
| a. Vendor Contract                 |     |     |     |     |     |     |     |     |     |     |
| b. Vendor Statement of Work        |     |     |     |     |     |     |     |     |     |     |

## Payment

This is a Fixed Fee engagement for Phases 1-4. Actual travel expenses will be billed only as incurred and may include any or all of the following: airfare, rental car, hotel, parking, tolls, mileage, and per diem rate for meals and incidental expenses. Fees will be invoiced monthly for services provided on a percent complete basis plus any travel.

| Phase and Tasks                 | Fixed Fees           |
|---------------------------------|----------------------|
| <b>1. Needs Assessment</b>      |                      |
| a. Project Launch               | \$ 4,500.00          |
| b. Discovery Workshops          | 12,600.00            |
| c. Document Requirements        | 9,000.00             |
| <b>2. Request for Proposal</b>  |                      |
| a. RFP for ERP Software         | 7,200.00             |
| b. RFP Solicitation             | 3,375.00             |
| <b>3. Vendor Selection</b>      |                      |
| a. Vendor Bid Analysis          | 18,900.00            |
| b. Software Demos               | 20,700.00            |
| c. Software Decision            | 9,000.00             |
| <b>4. Contract Negotiations</b> |                      |
| a. Vendor Contract              | 6,300.00             |
| b. Vendor Statement of Work     | 6,300.00             |
| <b>Fixed Fees</b>               | <b>\$ 97,875.00</b>  |
| <b>*Travel Estimate</b>         | <b>\$ 5,000.00</b>   |
| <b>TOTAL</b>                    | <b>\$ 102,875.00</b> |

*\*Travel – SoftResources will work with the City to determine the right level of onsite vs. virtual/remote work for the services provided. Onsite trips proposed = Discovery Workshops and Software Demos.*

**Phase 5 – Implementation Project Management Services.** Implementation Project Management will be billed on a Time and Materials basis at a rate of \$225 per hour plus travel expenses for onsite work. SoftResources recommends that the implementation services be scoped after the selection of the ERP vendor is finalized. Services provided during implementation will be determined by and at the request of the City. Project Management services will be provided largely remotely with strategically planned onsite participation at key implementation phases of the awarded vendor.

The table below offers our rate schedule based on an 18-month implementation period, but this will be defined after the awarded software vendor's implementation methodology has been agreed to.

| Range | T&M Assumption                    | *Travel Assumption           | T&M + Travel* |
|-------|-----------------------------------|------------------------------|---------------|
| Low   | 40 hours x 18 months x \$225/hour | 6 trips x \$1,500/3-day trip | \$ 171,000.00 |
| High  | 80 hours x 18 months x \$225/hour | 6 trips x \$1,500/3-day trip | \$ 333,000.00 |

*\*Travel – we have assumed 6 trips, three-days onsite per trip. Charged only as incurred.*



## Exhibit B

**CITY OF ELLENSBURG**  
Information Technology Department  
501 North Anderson Street  
Ellensburg, WA 98926

### REQUEST FOR QUALIFICATIONS

#### **Consulting Services for Project Management Services to Procure and Implement Enterprise Resource Planning Software #R24-11**

The City of Ellensburg invites consultants to submit qualifications for the performance of services necessary for procurement and implementation of enterprise resource planning (ERP) software. Submittals must be received by 5pm, Thursday October 10, 2024.

The selected consultant will prepare a Request for Proposals (RFP) for the ERP and assist the city with selecting a vendor using a competitive negotiation process in accordance with the Revised Code of Washington (RCW 39.04.270). Additionally, the selected consultant will provide project management services to the city during the implementation of the selected ERP.

The City of Ellensburg is located about 100 miles east of Seattle on Interstate 90. The city is governed by a seven-member City Council under the Council/Manager form of government. The city covers about 7 square miles and has an approximate population of 20,970. Ellensburg is the county seat of Kittitas County.

In 2024 the city completed an enterprise software roadmap which identified replacement of its ERP, Microsoft's Dynamics GP, as a top priority.

#### A. Definitions

1. City – City of Ellensburg
2. Consultant – successful consultant, selected consultant
3. ERP – Enterprise Resource Planning software
4. IT – Information Technology
5. NTP – Notice to Proceed
6. RCW – Revised Code of Washington
7. RFP – Request for Proposals
8. RFQ – Request for Qualifications
9. SaaS – Software as a Service

#### B. Anticipated Scope of Work

The city has identified several consulting needs summarized below. The consultant and the city will further refine the scope of work and schedule which will attach to the Agreement for Professional Services.

1. Consultant will provide project management support during each phase of the project:
  - a) RFP creation
  - b) Software selection

- c) Contract negotiations
  - d) Software implementation.
2. Consultant will conduct interviews with each city department (Executive, Community Development, Finance, Human Resources, City Attorney's Office, IT, Library, Parks & Recreation, Police, Public Works & Utilities) to determine ERP software needs and interests to be included in the RFP, either through the ERP solution or through integration with other elements of the city's Software Roadmap.
3. Consultant will prepare an RFP for procurement of an ERP, to include:
  - a) Requirements to meet the city's needs for general ledger, budgeting, accounts payable/receivable, purchasing, human resources, time and attendance, payroll, project accounting, inventory control, fleet management, and reporting
  - b) Necessary hardware and software for on premises and SaaS solutions options
  - c) Data conversion services
  - d) Implementation services
  - e) Integration with the city's existing systems
  - f) Workflow reengineering services
  - g) Training
4. Consultant will prepare scoring and evaluation tools and assist city staff with the evaluation of submitted RFPs to determine which vendors to interview and which vendors to invite to provide software demonstrations.
5. Consultant will assist city staff with contract review and negotiation.
6. Consultant will assist city staff with ERP budget and cost estimates.
7. City shall provide copies of records and information that are applicable to this project as requested to facilitate the work by the consultant.

## C. Anticipated Project Milestones & Schedule

| Project Milestones                            | Completion         |
|-----------------------------------------------|--------------------|
| RFQ advertisement                             | September 24, 2024 |
| RFQ response due                              | October 10, 2024   |
| Short list consultant interviews week         | October 28, 2024   |
| Contract negotiations                         | November 4, 2024   |
| Submit contract to City Council for approval  | November 18, 2024  |
| Consultant NTP                                | November 19, 2024  |
| Final RFP document completed                  | March 3, 2025      |
| Anticipated software implementation completed | December 31, 2026  |

## D. Qualifications Submittal

The following RFQ deliverables shall be provided to the city in accordance with the above scope of work:

1. One (1) complete electronic copy in a single PDF file in 8.5x11 format, including the following sections:
  - a) Introduction

- b) Executive summary
  - c) Qualification sections for the items listed below
  - d) Individual sections for the scope items listed above, including activities, deliverables, and assumptions
  - e) Summary and recommendations
2. Optional: One (1) complete printed copy in 8.5x11 format, bound

The total length of the consultant's qualifications submittal shall not exceed 20 double sided or 40 single sided letter sized pages. Appendices for references and resumes will not be counted in the page totals.

Please provide the following information in the order listed. Failure to provide sufficient information may lead to a city determination that the consultant's qualifications are not responsive to this RFQ:

1. **Proposed Staff**

List the experience and number of years with the firm for the key members of the proposed staff. Identify any proposed sub-consultant staff and include their experience. Washington State local government experience and prior experience with the city is desirable. Resumes may be included as an appendix. The city is an Equal Opportunity Employer and encourages women and minority consultants to apply and women and minority sub-consultants to be used.

2. **Staff Availability**

Identify the proposed staff's availability for this engagement during this project, e.g., the number of hours per week they are available to this project. Indicate your ability to provide the proposed staff for this engagement and the ability to perform the anticipated scope of work in a timely manner after city NTP, your anticipated schedule following the receipt of the NTP, and the total duration of the project to completion.

3. **Qualifications and Prior Performance**

Provide information, including references, on two similar projects the firm has been involved in with the proposed staff in the last five years.

4. **Project Management**

Identify the engagement's project manager, their qualifications, and their experience with similar work. Describe the project management approach to be used, including how costs will be managed and controlled.

5. **Methodology**

Describe your approach to enterprise-level systems replacement.

6. **Demonstrate Your Understanding of the City's Needs**

Briefly describe what you think are important issues and what your approach would be for successful completion of the anticipated scope of work. Include a discussion of schedule and milestones that may impact the timely completion of the project.

7. **City Proposed Contract and Agreement**

The city has included a proposed Professional Services Agreement and a Non-Disclosure

Agreement in this RFQ. Indicate your willingness to execute the city's proposed agreements and note any proposed revisions.

**8. Cost Estimate**

Identify estimated costs and key drivers, including anticipated consultant hours, for items 1-6 identified in section B, "Anticipated Scope of Work". Include separate costs for each phase of the project identified in section B, item 1.

## E. Qualification Evaluation

Consultant selection will be based on the evaluation of qualifications submitted unless it is deemed necessary by the city to conduct interviews of closely scored consultants or contact references. The consultant determined best qualified to perform the professional services will be recommended to the City Council for acceptance, subject to successful negotiation of a contract for professional services.

The city reserves and has the sole discretion to:

1. Award a contract for Professional Services for all, any, or any combination of the anticipated scope of work described within this RFQ.
2. Reject any and all consultant qualifications considered by the city to be non-responsive or not in the best interest of the city.
3. Supplement, amend, or otherwise modify this RFQ or cancel this RFQ without substitution.
4. Waive any or all informalities in the consultant's qualifications or failures to comply with the RFQ requirements.
5. Request further information or presentations from consultants as needed to support the city's selection of the most qualified consultant.
6. Select any consultant that in the opinion of the city is most qualified.
7. Modify the anticipated scope of work, and milestones and schedule.
8. Award the contract for Professional Services with no additional discussions.

## F. Public Records Act

Under Washington State Law (reference Ch. RCW 42.56 – the Public Records Act) all materials received, created or used by the city are considered public records. These records include but are not limited to qualification submittals, agreement documents, contract work product, or other information submitted by a vendor to the city.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the city upon request unless the RCW or another Washington State statute specifically exempts records from disclosure. The city will notify you of any public disclosure request for records you have submitted to the city. While it is not a legal obligation, the city, as a courtesy, will allow you up to ten (10) business days to file and obtain a court injunction to prevent the city from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order with the ten (10) business days, the city may release the documents.



## G. Qualifications Deadline

One (1) complete electronic copy in a single PDF file in 8.5x11 format of the consultant's qualifications shall be emailed no later than 5 pm on October 10, 2024, to:

[goebenj@ellensburgwa.gov](mailto:goebenj@ellensburgwa.gov)

Optionally, one (1) complete printed submission and one (1) electronic single PDF file on a USB flash drive of the consultant's qualifications may be provided in a sealed envelope and delivered no later than 5 pm on October 10, 2024, to:

Information Technology Director  
City of Ellensburg  
501 North Anderson Street  
Ellensburg, WA 98926

The email or sealed envelope shall be clearly marked with the vendor's name and the words "ERP RFQ – City of Ellensburg R24-11". Qualifications may not be submitted via facsimile.

Should you have any questions or would like to request additional information, please contact: Jim Goeben, Information Technology Director, at [goebenj@ellensburgwa.gov](mailto:goebenj@ellensburgwa.gov).

Visit the city's ERP RFQ web page <https://ci.ellensburg.wa.us/1245/Enterprise-Resource-Planning-RFQ> for more information.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF ELLENSBURG  
AND  
[CONSULTANT]**

**RELATING TO: ERP RFQ R24-11**

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this [Day] day of [Month], 2024 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and [Consultant], a corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

**1. RECITALS.**

1.1. The CITY desires to obtain professional services for work related to the Enterprise Resource Planning (ERP) Software project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

**2. SCOPE OF WORK.**

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state, and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

**3. TIME OF PERFORMANCE.** The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through [Date]. The work shall be completed in accordance with the schedule set forth in the attached Exhibit A.

**4. PAYMENT.** The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

4.1. Payment shall be based on the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit A.

4.2. The CONSULTANT shall submit invoices to the CITY monthly. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

**5. MAXIMUM COMPENSATION.**

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$[Amount]. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit A. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

## **6. RELATIONSHIP OF PARTIES.**

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

## **7. WORK PRODUCT AND DOCUMENTS.**

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

**8. RECORDS.** As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention

schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

**9. NONDISCRIMINATION.** The CONSULTANT shall conduct its business in a manner, which assures fair, equal, and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state, or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability, or other legally protected classification.

**10. SUBCONTRACTING.**

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

**11. SUPERVISION, INSPECTION AND PERFORMANCE.**

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements, and obligations that

CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

**12. CHANGES IN WORK.** Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

**13. EXTRA WORK.** The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

**14. TERMINATION.**

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to

CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

## **15. INDEMNIFICATION/HOLD HARMLESS.**

15.1. CONSULTANT shall defend, indemnify, and hold the CITY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance, or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

## **16. INSURANCE.**

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees, or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional



insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. **Cancellation.** CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. **CITY Full Availability of CONSULTANT Limits.** If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. **APPLICABLE LAW/VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. **NOTICE.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg  
Information Technology  
Attention: IT Director  
501 N Anderson ST  
Ellensburg, WA 98926

[Consultant's Address]

19. **ENTIRE AGREEMENT.** The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. **PRIORITY OF DOCUMENTS.** In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. **MODIFICATION.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. **ASSIGNMENT.** Any assignment of this Agreement by CONSULTANT without the prior written

consent of CITY shall be void.

**23. WAIVER.** A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

**24. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

**25. EXHIBITS AND SIGNATURES.** This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work  
Consultant Labor Costs and Non-salary Reimbursable Costs  
Budget for Each Task  
Schedule for the Work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONSULTANT:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

**THE CITY OF ELLENSBURG:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## NON-DISCLOSURE AGREEMENT

This Agreement, dated this [date] by and between the City of Ellensburg ("CITY") and [Consultant] ("CONSULTANT").

WHEREAS, On October 3, 2016, City Council adopted Resolution No. 2016-36 that established a data privacy policy to protect our utility customer's proprietary and private information.

WHEREAS, on [Date], City Council authorized the execution of a professional services agreement with CONSULTANT, and

WHEREAS, the CITY needs to share certain proprietary and private customer information with CONSULTANT to provide services to the CITY, which is directly related to the conduct of the CITY's interest, and

WHEREAS, in order to provide services the City does not need to share any personal information, as defined by RCW 42.56.590(5) with CONSULTANT and

WHEREAS, in accordance with RCW 19.29a.100(5)(a), CONSULTANT is prohibited from further disclosing or selling any proprietary or private customer information ("Confidential Information") obtained from the CITY to another party.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows.

1. Disclosures. For purpose of the Discussions, each party shall disclose to the other party such Confidential Information as the disclosing party, in its sole discretion, may choose to disclose. All Discussions between the parties shall be deemed to be disclosure of Confidential Information and neither party shall be required to take any further action to identify the information disclosed as Confidential Information. The parties will attempt as reasonably practicable to label as "Confidential" any Confidential Information before disclosure, but all documents exchanged pursuant to this Agreement shall be deemed to be Confidential Information without need for identification as such.

2. Confidentiality and Nonuse. The receiving party shall accept the Confidential Information of the disclosing party for the sole purpose of the Discussions between the parties and any activity of the parties in furtherance thereof and will not, without prior written consent of the disclosing party, use such Confidential Information except for such purpose. Except as provided herein, or as required by law, the receiving party further agrees not to disclose the Confidential Information to persons other than employees, officers, directors, attorneys, consultants, representatives, and agents of the receiving party who will perform all or a portion of the duties of the receiving party and who are obligated to keep such information in confidence (hereinafter designated as such parties' "Representatives"). Prior to disclosing Confidential Information to a party's Representatives, each such Representative will be made aware of the nature of the Confidential Information and will agree to be bound by this Agreement.

The obligation of the receiving party not to use or disclose Confidential Information of the disclosing party shall not apply to information which: (a) at the time of disclosure by the disclosing party is in the possession of the receiving party and was not acquired, directly or indirectly, from the disclosing

party with knowledge of its confidential nature; (b) is acquired by the receiving party from third parties which, to the knowledge of the receiving party, have not received such information in confidence from the disclosing party or from other third parties; or (c) is now or hereafter becomes, through no fault of the receiving party, a part of the public domain by publication or otherwise; (d) is independently developed by the receiving party without the use of Confidential Information; (e) is disclosed to any court, regulatory agency, or any other party as required by law; or (f) which, in the receiving party's judgment, it is required or deems its advisable upon advice of counsel to disclose under the Washington State Public Disclosure Act (RCW 42.56), the Washington Open Public Meetings Act (RCW 42.30, *et seq.*), or any other applicable public disclosure requirement. In connection with any disclosure intended pursuant to exceptions (e) or (f), the receiving party (i.e., the party that initially received the Confidential Information that it intends to disclose) agrees to provide the disclosing party (i.e., the party that initially disclosed the Confidential Information) ten (10) business days' written notice of impending release and to cooperate with any legal action which may be initiated by the disclosing party to enjoin or otherwise prevent such release, provided that all expenses of any such litigation shall be borne by the disclosing party, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that the receiving party shall not be liable for any release which is either compelled by process of law, or where notice was provided and the disclosing party took no action to oppose the release of information.

3. Duration of Confidentiality. Unless otherwise agreed to in writing, the party shall continue to have obligations of secrecy under this Agreement beyond the expiration of this Agreement.

4. Documents Remain Property of Disclosing Party. All documents given to the receiving party as Confidential Information pursuant to this Agreement, and all copies thereof, whether whole or partial, shall be and remain the property of the disclosing party. Each party in its capacity as receiving party shall deliver all such documents and all copies or excerpts thereof to the disclosing party promptly upon the request of the disclosing party.

5. No License. Nothing in this Agreement shall be construed as giving either party a license or any other right to sell or use the Confidential Information of the other party under this Agreement. Neither party acquires any patent, copyright, trademark, or other intellectual property rights under this Agreement; neither party has an obligation under this Agreement to purchase any service or item from the other party, or to deal exclusively with the party in any field; and neither party under this Agreement may use the Confidential Information of the other party for marketing purposes, or sell services, assets or products using or incorporating Confidential Information.

6. Remedies and Indemnification. The parties acknowledge that a breach of this Agreement by one party could cause damage to the other party which is irreparable and immeasurable in terms of monetary value. For this reason, the parties agree that this Agreement may be specifically enforced, and they consent to the entry of such restraining orders and injunctions as maybe necessary to prevent a breach of this Agreement and to carry out its terms. This remedy shall not be exclusive, and either party may have such other and further relief as may be permitted by law.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington.

8. Venue; Jurisdiction. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be Kittitas County, Washington unless otherwise agreed by the parties.

9. Attorneys' Fees. In the event either party to this Agreement finds it necessary to bring any suit, action, or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. Severability. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

11. Term. this Agreement shall (unless extended by mutual agreement in writing) terminate two years from its effective date, but may be earlier terminated by either party effective upon thirty days prior written notice to the other party. In no event, however, shall termination of this Agreement affect the rights and obligations arising under this Agreement with respect to Confidential Information.

12. Miscellaneous. Resolution No. 2016-36 in reference to a utility customer data privacy policy is incorporated into this Agreement as Exhibit E. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by a duly authorized representative of each party. This agreement may not be assigned by a party without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement maybe executed in counterparts, each of which, together, shall be considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective duly authorized representatives effective as of the day and year first above written.

**CONSULTANT:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

**THE CITY OF ELLENSBURG:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# Exhibit C

## Qualifications for



## City of Ellensburg, WA

### Request for Qualifications #R24-11

#### Consulting Services for Project Management Services to Procure and Implement Enterprise Resource Planning Software

---

**October 10, 2024**



**Submitted by SoftResources LLC**

Spencer Arnesen, CPA, Principal  
425.216.4030

[sarnesen@softresources.com](mailto:sarnesen@softresources.com)

October 10, 2024

Jim Goeben, Information Technology Director  
City of Ellensburg  
Information Technology Department  
501 North Anderson Street  
Ellensburg, WA 98926

Jim and Team:

SoftResources LLC is pleased to submit SoftResources' qualifications to the City of Ellensburg, Washington (City) for Request for Qualifications #R24-11 Consulting Services for Project Management Services to Procure and Implement Enterprise Resource Planning Software. The City's project is an excellent fit for SoftResources' unbiased software consulting services.

SoftResources brings 29+ years of experience leading software evaluation projects. We are a qualified and experienced software selection consulting firm offering a proven approach and methodology. We will guide the City to plan for the project, define requirements, develop an RFP, evaluate vendors for fit, conduct demos, make the final decision, and negotiate a performance-based contract for new enterprise resource planning (ERP) software. In addition, we will provide implementation project management services as requested by the City.

SoftResources is prepared to guide the City through this ERP transformation project and commits to provide the following:

- **Experienced** consulting team **expert** with ERP procurement for local government.
- **Proprietary selection methodology** foundational to the City making well-informed software decisions.
- **Unbiased consulting advice** that is vendor independent allowing for thorough and objective software vendor analysis.
- **Capable Project Manager** who will manage the City's project to ensure adherence to the defined **scope/quality, time and cost**.



Spencer Arnesen, Principal of SoftResources, is the contact for this proposal and has authority to bind SoftResources contractually. We look forward to the opportunity of working with City on this important ERP software initiative.

| Authorized Contact         | Contact Info                              |
|----------------------------|-------------------------------------------|
| Spencer Arnesen, Principal | 425-216-4030   SARnesen@softresources.com |

Sincerely,



Spencer Arnesen, CPA, Principal  
SoftResources LLC

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## a. Introduction

SoftResources LLC is a qualified and experienced software evaluation consulting firm dedicated to providing services that empower and guide Local Government organizations to make knowledgeable decisions about business software and to successfully implement the solutions they select. SoftResources has completed hundreds of software evaluation projects in our 29+ year history. We believe the repeat business from many of our clients is a testimony to the effectiveness of our team and value of our services.



History. The concept of providing unbiased software selection services originated in 1993 as our founders established a consulting practice within KPMG. The core foundational value of this team was to remain objective and unbiased for the recommendations we made regarding best fit enterprise software solutions. After reorganizations at KPMG in 1995 that impacted these foundational values, the founders amicably separated from KPMG and formed SoftResources LLC.

Vendor Agnostic. We have no direct relationships with vendors that will influence the services or consulting guidance we provide to our clients. We do not receive remuneration from vendors and have no specific ties to any vendors to ensure our objectivity.

Services. SoftResources offers our services and leadership to local governments nationwide. Our Team is proficient and expert in the key services we provide for the full software procurement lifecycle. Our services follow a mature, evolved, and proven methodology that is tailored to support the needs of each specific client. The diagram below lists our five key areas of services:

### Key Services



IT Strategic  
Assessment



Software  
Selection



System Integrator  
Selection



Contract  
Negotiation



Implementation  
Management

## b. Executive Summary

The City's Enterprise Resource Planning (ERP) software replacement project fits squarely in SoftResources' mission to provide unbiased software selection services. We will act as a partner to the City bringing the knowledge and expertise to assist the City to achieve success transitioning to a modern ERP solution and to take advantage of best business practices. SoftResources does more than check off boxes on a list, we bring knowledge that will educate, prepare, and bring understanding on every level of the ERP replacement project.

SoftResources understands that in 2024 the City completed an enterprise software roadmap which identified as a top priority the replacement of the current legacy system – Microsoft Dynamics GP. The scope of this ERP project includes:

| Scope of Software                                                                                                                                                                                         |                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• General Ledger</li><li>• Budgeting</li><li>• Accounts Payable</li><li>• Accounts Receivable</li><li>• Purchasing</li><li>• Human Resources</li></ul>              | <ul style="list-style-type: none"><li>• Time and Attendance</li><li>• Payroll</li><li>• Project Accounting</li><li>• Inventory Control</li><li>• Fleet Management</li><li>• Reporting</li></ul> |
| Participating Departments                                                                                                                                                                                 |                                                                                                                                                                                                 |
| <ul style="list-style-type: none"><li>• Executive</li><li>• Community Development</li><li>• Finance</li><li>• Human Resources</li><li>• City Attorney's Office</li><li>• Information Technology</li></ul> | <ul style="list-style-type: none"><li>• Library</li><li>• Parks and Recreation</li><li>• Police</li><li>• Public Works</li><li>• Utilities</li></ul>                                            |

SoftResources commits to providing the services outlined in the project approach. The proposed SoftResources Team brings from 11 to 30 years of experience selecting and implementing business software in government settings and has the capacity and capability to start the City's project in late 2024. SoftResources will assist the City to achieve a successful ERP transformation using our focused software selection methodology and unbiased consulting expertise as follows:

- Launch the City's project and manage, monitor and provide status updates using our in-house developed Focused Selection Methodology.
- Assess the City's legacy ERP software environment, user needs, future vision, and establish the required key functional and technical requirements that will guide the selection of new ERP software that will support business.
- Develop a Request for Proposal for ERP software and assist the City during the solicitation process.
- Use our focused methodology to conduct vendor fit analysis as compared to City-specific Key requirements, facilitate scripted demos, perform due diligence with one to two finalists allowing the City to make a well-informed software decision.
- Assist the City to negotiate a strong contract that will protect the City's software investment now and into the future.
- Provide implementation project management services on the City's behalf, as requested by the City, for the implementation of new software.

## c. Qualifications

### 1. Proposed Staff

SoftResources consultants have 20-35+ years of experience assessing, evaluating and implementing enterprise business software including ERP, Financials, Human Resources, Payroll, Timekeeping, Utility Billing, Enterprise Asset Management, Permitting, and more. All consultants are experienced working with Washington State municipalities undertaking ERP transformation projects. In summary, our team offers the following qualifications:

- Certified Public Accountants
- Prosci Certified Change Management Practitioners
- Certified Information Systems Security Professional
- GFOA, PMI, and The Versatile Company Project Management Training
- Previous work experience in accounting and IT departments of multiple organizations
- General Accepted Accounting Principles (GAAP); BARS GAAP
- Governmental Accounting Standards (GASB)
- Review and negotiation of ERP vendor contracts from a business perspective.

SoftResources will assign a Core Team to the City's project comprised of a Project Manager and Project Analysts. The Core Team will partner and work closely with the City to complete the requested services, develop the deliverables, and be available to address questions, concerns and issues the City may have. This approach ensures knowledge continuity, accuracy, consistent communication, and responsiveness. We will be available by phone, email, web conferencing, and onsite (as detailed).

We are proposing Spencer Arnesen, Principal and Co-owner of SoftResources, to serve as the Project Manager, Ron Loos, Director as Project Analyst, and Cherish Cruz, Director leading contract review and negotiations. One of the Core Team will serve as the Implementation Project Manager and work with the City Project Team, on the City's behalf, during ERP Implementation. This proposed Core Team brings exceptional experience working with local government for the selection of ERP solutions. Professional Profiles are included in the Appendix.

| Proposed Staff             | Years at SoftResources | Experience                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Spencer Arnesen, Principal | 29 years; co-founder   | <ul style="list-style-type: none"><li>• Local Government experience</li><li>• Actively manages selection projects</li><li>• Current vendor and software evaluation knowledge for ERP</li><li>• Skilled at requirements definition, business process analysis, RFP development, vendor-fit analysis, demos, final decision, contract review</li></ul> |
| Ron Loos, Director         | 11 years               | <ul style="list-style-type: none"><li>• Local Government experience</li><li>• Actively manages selection projects</li><li>• Current vendor and software evaluation knowledge for ERP</li></ul>                                                                                                                                                       |

| Proposed Staff         | Years at SoftResources | Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |                        | <ul style="list-style-type: none"> <li>• Skilled at requirements definition, business process analysis, RFP development, vendor-fit analysis, demos, final decision, contract review</li> <li>• Experienced and capable implementation project manager</li> </ul>                                                                                                                                                                                                                                                           |
| Cherish Cruz, Director | 20 years               | <ul style="list-style-type: none"> <li>• Local Government experience</li> <li>• Experience with the City of Ellensburg</li> <li>• Actively manages selection projects</li> <li>• Current vendor and software evaluation knowledge for ERP</li> <li>• Skilled at requirements definition, business process analysis, RFP development, vendor-fit analysis, demos, final decision, contract review</li> <li>• Leads the contract review practice</li> <li>• Experienced and capable implementation project manager</li> </ul> |
| Sub-consultant Staff   | -                      | <ul style="list-style-type: none"> <li>• None will be used</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Proposed Staff             | Washington State Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Spencer Arnesen, Principal | <p>Yes – some relevant local government experience follows:</p> <ul style="list-style-type: none"> <li>• Cities of Moses Lake, University Place, Monroe, Port Angeles, Issaquah, Mountlake Terrace</li> <li>• Counties of Grant</li> <li>• Puget Sound Regional Fire, King County Library, Community Transit, eCityGov Alliance</li> </ul>                                                                                                                                                                                                                                                                        |
| Ron Loos, Director         | <p>Yes – some relevant local government experience follows:</p> <ul style="list-style-type: none"> <li>• Cities of Moses Lake, Kirkland, Bothell, Monroe, Mercer Island, Redmond, Issaquah, Shoreline, Burien</li> <li>• Counties of Walla Walla, Grant</li> <li>• Mid-Columbia Libraries, Community Transit</li> </ul>                                                                                                                                                                                                                                                                                           |
| Cherish Cruz, Director     | <p>Yes – some relevant local government experience follows:</p> <ul style="list-style-type: none"> <li>• Cities of Ellensburg, Moses Lake, Toppenish, Vancouver, University Place, Bellingham, Kirkland, Bothell, Renton, Monroe, Port Angeles, Redmond, Issaquah, Sammamish, Bellevue, Shoreline, Mercer Island</li> <li>• Counties of Walla Walla, Grant, Whatcom, Thurston, San Juan, Pierce</li> <li>• Walla Walla Joint Community Development Agency, King County Housing Authority, Puget Sound Regional Fire, Mid-Columbia Libraries, King County Library, Community Transit, eCityGov Alliance</li> </ul> |

## 2. Staff Availability

SoftResources will work with the City on an agreed upon start date that works for the City and SoftResources' project team. The timeline assumptions, detailed below, will be dependent on the City's resources and decision turnaround, and upon the availability of the vendors. December can be a challenging start month, but we will work with the City to finalize the proposed work plan schedule during Phase 1 a. Project Launch using further knowledge and insight about City staff. A typical ERP selection timeline through contract negotiations typically takes from eight to ten months.

| Milestones/Deliverables by Phase                                                                              | City Target Dates | Proposed Timeline     |
|---------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| <ul style="list-style-type: none"> <li>City Notice to Proceed</li> </ul>                                      | November 19, 2024 |                       |
| <b>Phase 1 – Needs Assessment</b>                                                                             |                   |                       |
| <ul style="list-style-type: none"> <li>Project Launch (ongoing status updates)</li> </ul>                     |                   | December 2024         |
| <ul style="list-style-type: none"> <li>Discovery Workshops Completed</li> </ul>                               |                   | December 2024         |
| <ul style="list-style-type: none"> <li>Key Requirements Document</li> </ul>                                   |                   | January 2025          |
| <b>Phase 2 – Request for Proposal</b>                                                                         |                   |                       |
| <ul style="list-style-type: none"> <li>Finalized RFP for ERP Software</li> </ul>                              | March 3, 2025     | January/February 2025 |
| <ul style="list-style-type: none"> <li>Vendor List</li> </ul>                                                 |                   | January/February 2025 |
| <ul style="list-style-type: none"> <li>RFP Management Support-RFP live 4 weeks</li> </ul>                     |                   | March 2025            |
| <b>Phase 3 – Vendor Selection</b>                                                                             |                   |                       |
| <ul style="list-style-type: none"> <li>Short List Comparison Chart</li> <li>Vendor Analysis Report</li> </ul> |                   | April - May 2025      |
| <ul style="list-style-type: none"> <li>Software Demo Script</li> </ul>                                        |                   | May 2025              |
| <ul style="list-style-type: none"> <li>Demo Set Up and Planning</li> </ul>                                    |                   | May 2025              |
| <ul style="list-style-type: none"> <li>Vendors Prepare for Demos</li> </ul>                                   |                   | May - June 2025       |
| <ul style="list-style-type: none"> <li>Demo Feedback Form and Demo Facilitation</li> </ul>                    |                   | June 2025             |
| <ul style="list-style-type: none"> <li>Due Diligence and Final Decision Advice</li> </ul>                     |                   | July 2025             |
| <b>Phase 4 – Contract Negotiations</b>                                                                        |                   |                       |
| <ul style="list-style-type: none"> <li>Vendor Contract</li> </ul>                                             |                   | August 2025           |
| <ul style="list-style-type: none"> <li>Statement of Work Document</li> </ul>                                  |                   | August 2025           |
| <b>Phase 5 – Implementation PM Services</b>                                                                   |                   |                       |
| PM Services to be Scoped with the City                                                                        |                   | Target start Q-4 2025 |
| ERP System Implementation Completed                                                                           | December 31, 2026 | Depends on Vendor     |

### 3. Qualifications and Prior Performance

SoftResources has experience working with local governments for the selection of business software including ERP, Utility Billing, Permitting/Community Development, Enterprise Asset Management, and more. The table below provides examples of recent (within the last five years) customers in Washington State who have engaged SoftResources for ERP software projects. All projects listed were performed by currently employed SoftResources consultants. Many additional examples of similar projects throughout the United States over the last 29 years in business can be provided upon request.

| Recent Local Government ERP Projects in Washington State                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Moses Lake, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>ERP Vendor Selection</li> <li>Contract Negotiation</li> <li>Permit Assessment Report</li> <li>Permit RFP and Management</li> <li>Permit Vendor Selection</li> </ul> | <b>Walla Walla CTY, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>Vendor Selection</li> <li>Future: Contract Review</li> </ul>                              | <b>Anacortes, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>Vendor Selection</li> <li>Future: Contract Review</li> </ul>                                                                       |
| <b>University Place, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>Vendor Selection</li> <li>Contract Review</li> <li>Implementation PM</li> </ul>                                                       | <b>Renton, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>RFP and Management</li> <li>ERP Vendor Selection</li> <li>Contract Negotiation</li> <li>Implementation PM</li> </ul>               | <b>Federal Way, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>Future: Vendor Selection; Contract Review</li> </ul>                                                     |
| <b>Vancouver, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>TCO Assessment</li> <li>ERP RFP and Management</li> <li>Vendor Selection</li> <li>Contract Negotiation</li> <li>Implementation PM</li> </ul>                                 | <b>Port Angeles, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>Vendor Selection</li> <li>Contract Negotiation</li> <li>Implementation PM</li> </ul>         | <b>Monroe, WA</b> <ul style="list-style-type: none"> <li>IT Strategic Plan and Report</li> <li>ERP Needs Assessment</li> <li>ERP Strategy Report</li> <li>Permit System Assessment</li> <li>Requirements Definition</li> <li>RFP for Permit Software</li> <li>Vendor Selection</li> </ul> |
| <b>King CTY Housing Authority WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Requirements Definition</li> <li>RFPs for ERP, Budget, HCM</li> <li>RFP and Management HRIS</li> <li>Vendor Evaluation</li> <li>Contract Negotiation</li> <li>System Integrator Selection</li> </ul>                  | <b>Puget Sound Regional Fire Authority, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Requirements Definition</li> <li>ERP RFP and Management</li> <li>Vendor Selection</li> <li>Contract Negotiation</li> <li>Pre-Implementation Service</li> </ul> | <b>Grant County, WA</b> <ul style="list-style-type: none"> <li>Needs Assessment</li> <li>Process Review</li> <li>Requirements Definition</li> <li>RFP and Management</li> <li>ERP Vendor Selection</li> <li>Contract Negotiation</li> </ul>                                               |

| Recent Local Government ERP Projects in Washington State                                          |                                                                                                                                    |                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grays Harbor CTY, WA</b> <ul style="list-style-type: none"><li>ERP Implementation PM</li></ul> | <b>San Juan CTY, WA</b> <ul style="list-style-type: none"><li>Tyler Contract Review</li><li>Tyler EERP Implementation PM</li></ul> | <b>Island County, WA</b> <ul style="list-style-type: none"><li>Project Planning and Management</li><li>Contract Development</li><li>Business Process Review</li><li>Upgrade Planning and Analysis</li></ul> |

References. SoftResources has provided two references within the last five years for the City to contact to learn more about SoftResources as a partner and our methodology. Also, one of the proposed team members, Cherish Cruz, has specific experience working with the City of Ellensburg in a related capacity during the recent selection and implementation of utility billing.

#### **City of Moses Lake, Washington**

**Project:** ERP Software Selection Consulting Services

**Contact:** Madeline Prentice, Director of Finance

**Phone | Email:** 509-764-3732 | [MPrentice@cityofml.com](mailto:MPrentice@cityofml.com)

**Core Team:** Spencer Arnesen, Principal; Ron Loos, Director; Cherish Cruz, Director

Moses Lake is a city in Grant County, Washington that serves a population of approximately 25,900 and is home to a municipal-owned airport. The City engaged SoftResources to manage the selection of new ERP software to replace a problematic legacy system. The functional footprint of the ERP software included GL, Budget Management, Purchasing, AP, AR/Cashiering/Treasury, Project and Grant Accounting, Fixed Assets, Utility Billing/CIS, HR, Timekeeping, Payroll, Reporting. Services provided:

#### **Services Provided**

- Needs Assessment
- Defined and developed the ERP requirements document for software
- Prepared a Vendor List of ERP vendors
- Developed an RFP document for ERP software and implementation services
- Evaluated the vendor proposals, facilitated scripted demos, advised due diligence and final decision
- Provided contract review and negotiation services for finalist vendor
- Other Projects: engaged to conduct a Cityworks Permit, Land, and License Assessment and subsequent software selection of new Permitting software through vendor analysis.

### City of University Place, Washington

**Project:** ERP Software Selection and Implementation Project Management for Implementation of ERP

**Contact:** Glenn Vallantyne, Information Technology Manager

**Phone | Email:** 253-460-5415 | [GVallantyne@cityofup.com](mailto:GVallantyne@cityofup.com)

**Core Team:** Spencer Arnesen, Principal; Cherish Cruz, Director

University Place is a city in Pierce County, Washington with a population of approximately 34,900. The City engaged SoftResources to manage an ERP System Selection and Implementation Project. The City's legacy ERP system was scheduled to sunset, so this was a high priority project. The functional footprint of the software included GL, Purchasing, AP, AR/Cash Receipting, Project and Grant Accounting, Fixed Assets, Budgeting, HR, Payroll, Reporting. Services provided:

#### Services Provided

- Needs Assessment
- Defined and developed the ERP requirements document for software
- Prepared a Vendor List of ERP vendors
- Developed an RFP document for ERP software and implementation services
- Evaluated the vendor proposals and presented vendor analysis, determined a short list of vendors, facilitated scripted demos with the short list candidates, advised due diligence and final decision
- Reviewed the finalist vendor's software contract package and implementation statement of work and participated with the City during negotiations.
- Providing implementation project management services on the City's behalf for the implementation of new ERP software.

Client Satisfaction. It is important to the management of SoftResources that our clients are happy customers. Many of our clients have returned to SoftResources with subsequent projects for different business systems. We see this benchmark as an important indication of the level of satisfaction with our team and services. Some Customer Feedback follows:

This firm has been an absolute pleasure to work with!  
They are accurate, efficient, collaborative and quick  
to respond and troubleshoot any and all inquiries.  
We highly recommend them!

Overall, we have been very impressed and  
extremely satisfied with the work we've done  
with SoftResources and know that we made  
the correct decision in going with them for our  
ERP journey.

I want to personally thank you for all the  
support you've provided to the City over  
the last several months (years ha-ha)  
through this implementation. Your  
services have been invaluable to us while  
navigating the vendor/software. We  
appreciate all you have done!



#### 4. Project Management

Spencer Arnesen, CPA, Principal at SoftResources is the proposed Project Manager. As previously described, he brings 30 years of experience managing ERP and other business software selection projects for hundreds of clients for Public, Nonprofit, and Commercial organizations. The breadth of his experience will be leveraged to the City's ERP transformation project. Most recently, Spencer's experience managing ERP selections for local government includes cities of Moses Lake WA, Port Angeles WA, University Place WA, Monroe WA, Mountlake Terrace WA, Lauderhill FL, Boise ID, Merriam KS. Additionally, he has managed an ERP transition project for Puget Sound Regional Fire Authority WA coming off of Microsoft Dynamics GP legacy system.

To ensure the quality and consistency of all our projects, SoftResources manages based on best practice principles defined by the Project Management Institute as detailed in the table below.

| Principle        | Management Approach                                                                                                                                                                                                                                                                                                                                                     |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quality          | <ul style="list-style-type: none"><li>• Assign experienced and knowledgeable consultants to the project.</li><li>• Provide comprehensive deliverables that are reviewed and accepted by the client.</li></ul>                                                                                                                                                           |
| Scope            | <ul style="list-style-type: none"><li>• Establish and agree to the project scope as defined in our Scope of Services document.</li><li>• Manage the project to remain focused on the contracted scope by providing the work and deliverables defined.</li></ul>                                                                                                         |
| Time             | <ul style="list-style-type: none"><li>• Define a mutually agreeable project plan and timeline detailing phases, tasks, resource assignments, and dates.</li><li>• Manage the daily and weekly tasks to the project plan.</li><li>• Modify as necessary to support the business needs of our clients.</li></ul>                                                          |
| Budget/<br>Costs | <ul style="list-style-type: none"><li>• Define a fixed fee engagement for the contracted work.</li><li>• Manage the project to the agreed budget.</li><li>• Minimize the need for change orders unless required by the client's business needs.</li><li>• Provide monthly invoices for work completed. Invoices are reviewed and signed off on by the client.</li></ul> |

#### 5. Methodology

The City's ERP replacement project fits squarely in SoftResources' mission to provide unbiased software selection services. We act as a partner to the City and bring the knowledge and expertise to assist the City to achieve success transitioning to a modern ERP solution and to take advantage of best business practices. SoftResources does more than check off boxes on a list, we bring knowledge that will educate, prepare, and bring understanding on every level of the ERP replacement project.

SoftResources understands that in 2024 the City completed an enterprise software roadmap which identified as a top priority the replacement of the current legacy system – Microsoft Dynamics GP. Through this ERP replacement project, the City desires to take advantage of an integrated suite of modules that can be integrated with other City applications. SoftResources will interview City personnel within participating departments impacted by the ERP replacement as detailed in the table below:

### Scope of Software

- General Ledger
- Budgeting
- Accounts Payable
- Accounts Receivable
- Purchasing
- Human Resources
- Time and Attendance
- Payroll
- Project Accounting
- Inventory Control
- Fleet Management
- Reporting

### Participating Departments

- Executive
- Community Development
- Finance
- Human Resources
- City Attorney's Office
- Information Technology
- Library
- Parks and Recreation
- Police
- Public Works
- Utilities

SoftResources commits to providing the services outlined in the project approach with tenured employees that have the experience, skills, and expertise necessary to assist the City to make a knowledgeable ERP software decision and implement. We work on your behalf using City-specific requirements to analyze ERP software and to identify solutions that represent the best fit for the City in an independent and unbiased approach. SoftResources will:

- Evaluate the City's current ERP system environment through a series of collaborative workshops with City stakeholders to assess the current state and desired future state of the users.
- Identify the City's needs and wants in a new ERP system and develop a functional and technical requirements document that is inclusive of required integrations with existing or new systems.
- Develop an RFP for new ERP software and implementation that conveys the City's needs and wants.
- Employ our methodology to analyze vendor proposals and work with the City to eliminate vendors down to a final decision.
- Provide expertise to assist the City to negotiate a fair contract with the final selected ERP vendor.
- Provide client-side implementation project management services and work with the City's Project team during the implementation of

Based on the City's scope of work, SoftResources recommends the following project approach and Work Plan. This Plan can be adjusted after further discussion and insight with the City about the project.



### Phase 1 – Needs Assessment

- a. Project Launch**
- **Project Set Up** – meet with the City remotely via web conference to discuss and align expectations for the contracted scope of work, discuss resource availability and constraints, establish roles and responsibilities, and drivers and objectives that will govern the project.
  - **Project Management** – work with the City to manage resources, communicate tasks, meetings and deadlines, report on project progress to ensure target goals are achieved, and provide regular status updates.



## Phase 1 – Needs Assessment

### DELIVERABLES: Project Status Updates

#### b. Discovery Workshops

- **Plan Workshops** – work with the City to plan cross-functional collaborative Discovery Workshops arranged by in-scope modules. Identify staff within the participating departments who will attend various workshops. Build a Discovery Workshop Schedule and deliver to the City via email. The City will invite and issue the Schedule to attendees.
- **Review Documentation** – work with the City to identify existing background materials relevant to the project to review in advance of the Workshops and to gain insight about the ERP environment, the overall project, and goals.
- **Facilitate Discovery Workshops** – conduct Discovery Workshops as scheduled (planned for 10-16 workshops). Workshops are inclusive and facilitate collaborative dialogue with attendees across departments for the functional areas in scope to:
  - ✓ Review how the current ERP system and other systems in scope for the assessment are used and identify strengths, weaknesses, and limitations.
  - ✓ Review functional and technical requirements to support the City's future state vision.
  - ✓ Review shadow systems used by departments to address gaps in functionality (e.g., Excel worksheets, manual workarounds, third-party systems and databases).
  - ✓ Review interfaces and integrations that exist or are desired with other applications to identify opportunities for integration improvements.
  - ✓ Review current business processes and what drives them.
  - ✓ Provide educational insights about the capabilities of modern ERP systems and industry best practices.
  - ✓ Conduct post-workshop clarification discussions as needed.

### DELIVERABLES: Discovery Workshop Schedule; Workshop Facilitation

#### c. Document Requirements

- **Define Functional and Technical Requirements** – use the analysis gathered to date and our experience to identify key ERP functional and technical requirements specific to the City. These requirements consider future state business process and integration requirements. Create the Requirements Document (*150-250 key requirements*) for incorporation into an RFP for solicitation. Requirements will be in Word table format, categorized and ranked as Required, Important, Nice to Have, or Explore.
- **Finalize Key Requirements** – deliver the Requirements document via email to the City for review and discussion. The key requirements will provide the future state required and address current system gaps. SoftResources will edit with feedback, finalize, and return to the City for acceptance.

### DELIVERABLE: Key Requirements Document



## Phase 2 – Request for Proposal

### a. RFP for ERP Software

- **RFP Document** – develop an RFP document for the purchase and implementation of ERP software that will be used to solicit vendor responses. The RFP will include the modules in scope, business objectives, evaluation criteria, functional, technical, and integration requirements. Detailed instructions to vendors will be included as to the response format, compliance to functional and technical requirements, implementation methodology, technology overview, deployment options, data conversion and migration methodology, training plan, five-year cost estimates, resource availability, and general terms and conditions.
- **RFP Discussion** – deliver the draft RFP to the City via email. Schedule and facilitate a review meeting with the City to discuss and finalize the RFP document and evaluation methodology. The RFP will comply with City Purchasing policies. Our timeline allows 4 weeks for the RFP to be active.

**DELIVERABLE:** RFP for ERP Software

### b. RFP Solicitation

- **Vendor List** - use our database of vendors and knowledge of the City's project goals and objectives to prepare a Vendor List of ERP vendors that should be made aware of the RFP opportunity. Deliver via email.
- **RFP Management Support** – the City will issue and manage the RFP according to its Purchasing requirements. SoftResources will notify the vendors on the Vendor List of the opportunity, support the City with Vendor Pre-Bid Meeting as needed, assist with addenda development, and liaise with the vendors.

**DELIVERABLES:** Vendor List; RFP Management Support



## Phase 3 – Vendor Selection

### a. Vendor Bid Analysis

- **Initial Review** – the City will receive vendor bids and provide a copy of each to SoftResources. SoftResources will conduct an initial review and determine nonresponsive bids considering:
  - ✓ RFP process compliance
  - ✓ Relevant vendor experience
  - ✓ Functional and technical fit to key requirements
  - ✓ Estimated cost
  - ✓ City-specific evaluation criteria
- **Fit Analysis** – conduct a comparative review of the remaining bids to:
  - ✓ Review vendor responses to functional and technical requirements.
  - ✓ Assess vendor viability and future strategies.
  - ✓ Assess the implementation strategy and team.
  - ✓ Evaluate cost for software, implementation, and software maintenance.
  - ✓ Identify a short list of recommended vendors.
- **Short List Comparison Chart** – create a Short List Comparison Chart that details the fit analysis in table format of the shortlisted vendor responses to the RFP for the final vendor recommendations as compared to the Key



### Phase 3 – Vendor Selection

Requirements. Deliver the Short List Comparison Chart to the City via email for review and discussion.

- **Vendor Analysis Report** – prepare a Vendor Analysis Report (Microsoft PowerPoint) summarizing the results of the vendor review. Deliver to the City via email and presentation, and answer questions about the analysis. The City will determine the short list of vendor candidates to invite to demos. The Vendor Analysis Report will include:
  - Gap Analysis Findings Summary
  - Key Vendor Strengths and Challenges Summary
  - Five-year Estimated Cost (for software, services, and implementation)
  - Next Steps

**DELIVERABLES:** Short List Comparison Chart; Vendor Analysis Report

#### b. Software Demos

- **Demo Script** – develop a custom Demo Script that will define the specific timeline and content to be reviewed during software demos. This Script will focus the short list candidates to demonstrate their solution based on the City’s required functionality. Deliver the Script for review and input, SoftResources will edit with feedback, finalize, and return. The City will issue the final Demo Script.
- **Demo Planning** – work with the City to set up and schedule the software demos with the vendor candidates (includes three Short List vendors each presenting 2-day demos). Facilitate pre-demo calls (remotely) with the City and each vendor to prepare and answer questions the vendors may have. Our timeline allows for up to four weeks for vendors to prepare for the demos.
- **Demo Feedback Form** – prepare the Demo Feedback Form that will be provided to and used by City demo attendees to record feedback and rankings for each demo session attended.
- **Facilitate Demos** – come onsite and facilitate scripted demos that will allow the City staff a comparative analysis. Leverage our experience on the City’s behalf, manage vendor adherence to the Script, manage staff questions, manage Demo Feedback forms, document questions, and follow up items.
- **Demo Wrap Up Meeting** – at the completion of the demos conduct a remote Demo Wrap Up Meeting to review demo feedback, assist the City to determine one to two finalists, identify key areas to evaluate through due diligence that will support the final decision.

**DELIVERABLES:** Demo Script; Demo Feedback Form; Demo Facilitation; Demo Wrap Up Meeting

#### c. Software Decision

- **Vendor Management** – continue to manage vendor communications and questions, complete follow up tasks, and continue to liaise with the vendors during the City’s final decision process.
- **Due Diligence** – Advise the City as they conduct follow up due diligence activities and make the final decision including:



### Phase 3 – Vendor Selection

- *Reference Checks* – provide a set of questions and criteria to consider during the reference due diligence process and advise the City as they conduct reference checks with the finalist vendor(s).
- *Due Diligence Demos* – assist the City, if needed, with one to two follow up Demos with the finalist vendor to review specific topics or evaluate functionality in more depth to support the final decision.
- *Other Advisory Tasks* – serve as an advisor, conduct follow up meetings, planning, and calls to assist the City to make the final decision.
- **Final Decision Meeting** – provide consulting advice to guide the City with preparations for and participate in the City’s Final Decision Meeting. The City will make the final decision and award the vendor.

**DELIVERABLES:** Due Diligence Advice; Final Decision Meeting



### Phase 4 – Contract Negotiations

**a. Vendor Contract**

- **Contract Documents** – assist the City with review of the finalist vendor contract package as follows:
  - *SoftResources Review* – provide a business review of vendor contract documents with comments and redline edits to the software license, subscription pricing, terms and conditions, and discussion points. The City’s legal counsel will also review the documents.
  - *Client Review* – discuss and address questions remotely on the review comments and redline edits with the City.
  - *Vendor Review* – join with the City in vendor calls to negotiate, review, and resolve the Contract package redline edits and review comments.

**DELIVERABLES:** Review Comments/Redline Edits, Contract Review Calls

**b. Vendor Statement of Work (SOW)**

- **SOW Development** – It is critical that the City review and finalize the SOW document as part of the contract finalization process. The SOW ensures there is a clear understanding for the implementation of the selected solution including methodology, roles, assignments, and timeline. SoftResources will review the SOW for the finalist vendor including:
  - *SoftResources Review* – review the vendor’s SOW for implementation and provide review comments and redline edits to the document.
  - *Client Review* – discuss and address questions remotely regarding the review comments and redline edits with the City.
  - *Vendor Review* – join with the City in vendor calls to negotiate, review, and resolve the SOW edits and comments.

**DELIVERABLES:** Review Comments/Redline Edits, SOW Review Calls



## Phase 5 – Implementation Project Management Services

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                  | <p>SoftResources will support the City with the implementation of the new ERP system and scope the desired services (detailed below) to support the City's Project Team during implementation. The goal of SoftResources' implementation services include:</p> <ul style="list-style-type: none"> <li>• Planning and monitoring project progress.</li> <li>• Vendor management and liaison.</li> <li>• Comanaging project time, scope, quality, and budget.</li> <li>• Supporting our client's implementation team.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>a. Planning and Management</b> | <ul style="list-style-type: none"> <li>• <b><u>Project Charter</u></b> – assist with the development of the Project Charter that will outline the purpose and goals of the project and will be used as the governing document for the life of the implementation of the software.</li> <li>• <b><u>Project Plan and Timeline</u></b> – along with the City's Project Manager, review the vendor's Implementation Project Plan to ensure all tasks required for the project are included, with start and end dates, and help finalize the implementation timeline. Assist with internal resource assignment and planning as needed.</li> <li>• <b><u>Other Implementation Management Documents</u></b> – assist as requested with developing and/or review of the following plans as requested: <ul style="list-style-type: none"> <li>✓ <i>Communication Plan</i> – define the elements of communication for the project e.g., the who, what, where, when, and how of communication across the organization.</li> <li>✓ <i>Organizational Change Management Plan</i> – identify potential change management issues the project may face and develop a plan to address them should they arise.</li> <li>✓ <i>Risk Management Plan</i> – define the potential risks for the project, assign a risk owner, and a plan to address the risk should it arise.</li> </ul> </li> <li>• <b><u>Plan and Monitor Project Progress</u></b> – manage and report on the time, scope, quality, and budget to assist in keeping the project compliant with the negotiated contract and project plan. Manage and report on change orders, risks and mitigation log, budget vs. actual, and change management tasks.</li> <li>• <b><u>Project Status Meetings</u></b> – assist the Client Project Team, liaise with the Vendor Team, and participate as scheduled during such meetings as Vendor Status, and Project Team Updates, Executive Sponsor Reports, etc.</li> <li>• <b><u>Other Project Management Duties</u></b> – as project manager work with the City Project Manager/Team to identify additional project management duties (to be agreed upon).</li> </ul> |
| <b>b. Implementation Support</b>  | <ul style="list-style-type: none"> <li>• <b><u>Discovery Sessions</u></b> – participate in Discovery Sessions, as requested, and act as an objective guide to the information provided and the decisions made. Typically, the Vendor's first phase of software implementation will review the current environment in scope across departments, provide training on the software, and review best practices and functionality the software provides.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



|  Phase 5 – Implementation Project Management Services |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                        | <ul style="list-style-type: none"> <li>• <b>Data Conversion</b> – assist the City to review the Data Conversion Plan, and to track and monitor the data conversion, migration, and validation tasks. The Vendor typically provides a Plan that usually includes a plan for interfaces, integrations, data conversion, cutover plan, forms development, report development, testing plan test scripts, role definitions, user administration, etc.</li> <li>• <b>User Training</b> – support the City, as requested, as they develop a Training Plan that will define who needs to be trained, what they need to be trained on, what materials are required for training, when they need to be trained, where will they be trained, and how will they be trained. Assist with identifying areas where initial and additional training is required.</li> <li>• <b>User Acceptance Testing</b> – use our experience to provide guidance to the City to conduct user acceptance testing. Review with the City and provide input to the Vendor’s Testing and Training Plan for completeness. Participate in User Acceptance Testing oversight which may include script review, staff coordination, and activities associated with data migration, software configuration, and acceptance.</li> </ul> |
| c. <b>Post-Implementation Support</b>                                                                                                  | <ul style="list-style-type: none"> <li>• <b>Post-Go-Live Planning</b> – review and document post go-live activities and timeline required to complete the scope of the project.</li> <li>• <b>Go-Live and Cutover Strategy</b> – provide guidance to the City Project Team for the development of a cutover strategy, go-live checklist, readiness assessment, quality review, definition of critical-success-factors, go-live cutover, and transition to support.</li> <li>• <b>Closeout</b> – participate and support the Client Project Team to review the Project Plan with the Manager to ensure all tasks are completed. Review the cutover strategy to ensure all steps have been properly executed. Participate in the Vendor’s transition to support the process for your staff.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>DELIVERABLES</b>                                                                                                                    | To be Determined with the City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



## 6. Demonstrate Understanding of the City's Needs

The success of a software assessment, selection, and implementation project is reliant on a variety of factors. Our methodology is built to ensure we address risks as they arise and we will work with the City to monitor, manage and mitigate potential challenges. The following summarizes the key challenges we typically find organizations face that can impact the schedule and milestone deliverables.

| Challenges                                                                                                                                                                                                                                                                                  | Management Strategies                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resource Availability</b> <ul style="list-style-type: none"> <li>• Competing projects</li> <li>• Turnover</li> <li>• Busy season</li> <li>• Daily workload</li> <li>• Time commitments</li> </ul>                                                                                        | <b>Management</b> <ul style="list-style-type: none"> <li>• Identify blackout dates</li> <li>• Define Project Plan</li> <li>• Level resources</li> <li>• Backfill daily functions</li> <li>• Communication Plan</li> <li>• Task management</li> <li>• Manage scope</li> </ul>                                       |
| <b>Organizational Impact</b> <ul style="list-style-type: none"> <li>• Cross departmental project</li> <li>• Change required</li> <li>• Process standardization</li> <li>• New software</li> <li>• New technology</li> <li>• Reallocation of job responsibilities</li> </ul>                 | <b>Management</b> <ul style="list-style-type: none"> <li>• Project Kick Off</li> <li>• Discovery Workshops</li> <li>• Focus on collaboration</li> <li>• Communication Plan</li> <li>• Change Management Plan</li> </ul>                                                                                            |
| <b>Current State to Future State</b> <ul style="list-style-type: none"> <li>• Requirements Definition</li> <li>• Document current state</li> <li>• Functional requirements</li> <li>• Technical requirements</li> <li>• Mobile functionality</li> <li>• Department collaboration</li> </ul> | <b>Management</b> <ul style="list-style-type: none"> <li>• SoftResources focused methodology</li> <li>• Discovery Workshops</li> <li>• Process review – current and future state</li> <li>• Education on best practices</li> <li>• Configuration and not Customization</li> <li>• Requirements sign off</li> </ul> |
| <b>Vendor Resources</b> <ul style="list-style-type: none"> <li>• Project Manager resource availability</li> <li>• Project Team resource availability</li> <li>• Trained resources</li> <li>• Experienced and knowledgeable working with similar organization</li> </ul>                     | <b>Management</b> <ul style="list-style-type: none"> <li>• Develop the Implementation Statement of Work document before signing a contract.</li> <li>• Have a contract in place that can be managed and understood by City's Project Manager/Team.</li> </ul>                                                      |

## 7. City Proposed Contract and Agreement

SoftResources respectfully requests the following exceptions to the City's Agreement for Professional Services. We will work with the City to determine mutually agreeable contract language.

- Introductory Paragraph – Delete “Cost Plus”
- 7.1 Work Product and Documents: Add the following to the end of the paragraph – “Notwithstanding the above, Consultant retains ownership of any tools, templates, documents, vendor information, etc. that is used for many clients in the course of doing business. The City shall have the unlimited right to re-use the tools provided to the City at its own risk.”
- 14.2 Termination: Delete the last sentence – “This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.”
- 15. Indemnification: Add the following to the end of the paragraph – “Notwithstanding the above, for Professional Liability ONLY (errors and omissions for the written reports and verbal counsel provided to the City for the scope of services) total Professional Liability ONLY will be limited to the amount paid by the City for the scope of services.”

## 8. Cost Estimate

SoftResources proposes a Fixed Fee engagement for Phases 1-4. Actual travel expenses will be billed only as incurred and may include any or all of the following: air, fees, rental car, hotel, parking, tolls, mileage, and per diem rate for meals and sundry expenses. Fees will be invoiced monthly for services provided on a percent complete basis plus any travel.

| Phase and Tasks                 | Fixed Fees           |
|---------------------------------|----------------------|
| <b>1. Needs Assessment</b>      |                      |
| a. Project Launch               | \$ 4,500.00          |
| b. Discovery Workshops          | 12,600.00            |
| c. Requirements Document        | 9,000.00             |
| <b>2. Request for Proposal</b>  |                      |
| a. RFP for ERP Software         | 7,200.00             |
| b. RFP Solicitation             | 3,375.00             |
| <b>3. Vendor Selection</b>      |                      |
| a. Vendor Bid Analysis          | 18,900.00            |
| b. Software Demos               | 20,700.00            |
| c. Software Decision            | 9,000.00             |
| <b>4. Contract Negotiations</b> |                      |
| a. Vendor Contract              | 6,300.00             |
| b. Vendor Statement of Work     | 6,300.00             |
| <b>Fixed Fees</b>               | <b>\$ 97,875.00</b>  |
| <b>*Travel Estimate</b>         | <b>\$ 5,000.00</b>   |
| <b>TOTAL</b>                    | <b>\$ 102,875.00</b> |

\*Travel – SoftResources will work with the City to determine the right level of onsite vs. virtual/remote work for the services provided. Onsite trips proposed = Discovery Workshops and Software Demos.

**Phase 5 – Implementation Project Management Services.** Implementation Project Management will be billed on a Time and Materials basis at a rate of \$225 per hour plus travel expenses for onsite work. SoftResources recommends that the implementation services be scoped after the selection of the ERP vendor is finalized. Services provided during implementation will be determined by and at the request of the City. Project Management services can be provided largely remotely with strategically planned onsite participation at key implementation phases of the awarded vendor.

The table below offers our rate schedule based on an 18-month implementation period, but this will be defined per the final awarded software vendor's implementation methodology.

| Range | T&M Assumption                    | *Travel Assumption           | T&M + Travel  |
|-------|-----------------------------------|------------------------------|---------------|
| Low   | 40 hours x 18 months x \$225/hour | 6 trips x \$1,500/3-day trip | \$ 171,000.00 |
| High  | 80 hours x 18 months x \$225/hour | 6 trips x \$1,500/3-day trip | \$ 333,000.00 |

\*Travel: we have assumed 6 trips, three-days onsite per trip. Charged only as incurred.

## d. Individual Sections for Scope Items

SoftResources has provided the table below to show the individual items in scope, as requested by the City, by phase and activities and by milestones and deliverables. Phases 1-4 are proposed as a fixed fee bid and Phase 5 – Implementation Project Management will be time and materials.

| Scope Items by Phase/Activities                                             | Milestones/Deliverables                                                                                                                            |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Needs Assessment</b>                                                  |                                                                                                                                                    |
| a. Project Launch                                                           | <ul style="list-style-type: none"> <li>Regular Status Updates</li> </ul>                                                                           |
| b. Discovery Workshops                                                      | <ul style="list-style-type: none"> <li>Discovery Workshop Schedule</li> <li>Workshop Facilitation</li> </ul>                                       |
| c. Document Requirements                                                    | <ul style="list-style-type: none"> <li>Key Requirements Document</li> </ul>                                                                        |
| <b>2. Request for Proposal</b>                                              |                                                                                                                                                    |
| a. RFP for ERP Software                                                     | <ul style="list-style-type: none"> <li>RFP for ERP Software</li> </ul>                                                                             |
| b. RFP Solicitation (RFP live 4 weeks)                                      | <ul style="list-style-type: none"> <li>Vendor List</li> <li>RFP Management Support</li> </ul>                                                      |
| <b>3. Vendor Selection</b>                                                  |                                                                                                                                                    |
| a. Vendor Bid Analysis                                                      | <ul style="list-style-type: none"> <li>Short List Comparison Chart</li> <li>Vendor Analysis Report</li> </ul>                                      |
| b. Software Demos (up to 4 weeks for vendors to plan and prepare for demos) | <ul style="list-style-type: none"> <li>Demo Script</li> <li>Demo Feedback Form</li> <li>Demo Facilitation</li> <li>Demo Wrap Up Meeting</li> </ul> |
| c. Software Decision                                                        | <ul style="list-style-type: none"> <li>Due Diligence Advice</li> <li>Final Decision Meeting</li> </ul>                                             |
| <b>4. Contract Negotiations</b>                                             |                                                                                                                                                    |
| a. Vendor Contract                                                          | <ul style="list-style-type: none"> <li>Review Comments/Redline Edits</li> <li>Contract Review Calls</li> </ul>                                     |
| b. Vendor Statement of Work (SOW)                                           | <ul style="list-style-type: none"> <li>Review Comments/Redline Edits</li> <li>SOW Review Calls</li> </ul>                                          |
| <b>5. Implementation PM Services</b>                                        |                                                                                                                                                    |
| Services to be Determined                                                   | <ul style="list-style-type: none"> <li>Depends on Services Requested</li> </ul>                                                                    |

## e. Summary and Recommendations

In summary, SoftResources is excited to present our qualifications to the City for RFQ #R24-11 Project Management Services to Procure Enterprise Resource Planning Software. We have reviewed the City's RFQ and requested services and are confident that our proven selection methodology and work plan detailed in this proposal will allow the City to make informed software decisions, understand the costs to acquire and implement new ERP software, and successfully plan for and implement the new ERP software solution.

Please note that the City's target date of December 31, 2026, to be completely implemented may be aggressive. We typically see 12-to-24-month implementations for ERP software. However, this will be dependent on the ERP software selected, the vendor implementation team, the City's resources, the number of modules to be implemented and other factors not known at this time.

## f. Appendix

- **Professional Profiles**

| Spencer Arnesen, Principal          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary</b>                      | <ul style="list-style-type: none"> <li>• Cofounder and owner of SoftResources LLC</li> <li>• Managing Principal over the growth and strategic direction of SoftResources' Selection Practice</li> <li>• Actively managing software selection projects for the last 31 years resulting in over 400 successfully completed engagements</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Project Manager Role</b>         | <ul style="list-style-type: none"> <li>• Day-to-day project management and primary contact for the project.</li> <li>• Monitor Project Plan through completion, manage client relationship, provide regular status updates, and manage delivery of all project outcomes.</li> <li>• Subject matter expert active in workshops, meetings, system analysis, development of findings, software due diligence, and preparation and presentation of project deliverables.</li> <li>• Leverage SoftResources' proprietary Focused Methodology and software selection experience on the Port's behalf</li> <li>• Proactively manage the project and mitigate risks to ensure quality, consistency, budget, and timeliness of the project.</li> </ul>                                                                                                                                                                              |
| <b>Expertise</b>                    | <ul style="list-style-type: none"> <li>• 31+ years of experience assisting clients to transition from legacy systems to modern software platforms</li> <li>• Specializes in review of software and system integrators for ERP, HR, Payroll, EAM/CMMS, Distribution, Lease Management, Contract Management, etc.</li> <li>• Subject matter expertise with accounting, HR, timekeeping, payroll, logistics, distribution, technical, security, etc. gained over years of software evaluation</li> <li>• Savvy people person working with all levels of staff across organizations to elicit software and technical data and then present in nontechnical terms</li> <li>• Highly competent with defining requirements, developing RFPs, conducting vendor fit, software demos, due diligence activities and in contract review</li> <li>• Business process insight and improvement in all functionality of an ERP</li> </ul> |
| <b>Education and Certifications</b> | <ul style="list-style-type: none"> <li>• Bachelor of Science Accounting</li> <li>• Master of Accountancy and Computer Information Systems</li> <li>• Certified Public Accountant</li> <li>• Washington Society of CPAs Member</li> <li>• Project Management Institute and The Versatile Company Training</li> <li>• Eagle Scout</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Similar Work Experience</b>      | <ul style="list-style-type: none"> <li>• City of Moses Lake, WA</li> <li>• City of Monroe, WA</li> <li>• City of University Place, WA</li> <li>• City of Port Angeles, WA</li> <li>• City of Mountlake Terrace, WA</li> <li>• Puget Sound Regional Fire Authority, WA</li> <li>• Community Transit, WA</li> <li>• City of Merriam, KS</li> <li>• City of Lauderhill, FL</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| Ron Loos, Director                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary</b>                     | <ul style="list-style-type: none"> <li>• Director at SoftResources</li> <li>• Senior-level professional that oversees and manages the delivery of high-quality software selection consulting and managing client relationships</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Project Analyst Role</b>        | <ul style="list-style-type: none"> <li>• Direct resource to the Port's Project Team and subject matter expertise with ERP software</li> <li>• Works in tandem with the Project Manager throughout the project to ensure a successful project and outcome</li> <li>• Manages coordination of activities with the client and documents and maintains project deliverables</li> <li>• Participates in workshops, meetings, system analysis, software demos, due diligence, contract review, and in preparing and presenting deliverables</li> <li>• Leverages SoftResources' proprietary Focused Methodology and software selection experience on the Port's behalf</li> <li>• Works to ensure services and deliverables are provided as contracted</li> </ul>                                                                                                                                                                                                                            |
| <b>Expertise</b>                   | <ul style="list-style-type: none"> <li>• 11 years of experience assisting clients to implement and upgrade software</li> <li>• 20 years managing and implementing global software projects</li> <li>• Specific experience in IT security and Cloud management</li> <li>• Technology and operations management ERP, HR, Payroll, Utility Billing, Permitting, and EAM software evaluations</li> <li>• Adept with ERP and EAM procurement and implementation projects and a thorough understanding of the entire solution ecosystem</li> <li>• Specializes in review of software vendors and system integrators for ERP, HR, Payroll, EAM, Distribution, Lease Management, Fleet Management, etc.</li> <li>• Expertise in defining future state technical and functional requirements and in business process insight, improvement, and mapping</li> <li>• Strong client-side implementation project management skills for the implementation of enterprise business software</li> </ul> |
| <b>Education and Certification</b> | <ul style="list-style-type: none"> <li>• Master of Business Administration - MBA</li> <li>• Bachelor of Arts – Sociology/Criminology</li> <li>• Certified Information Systems Security Professional (CISSP)</li> <li>• Graduate Program – EC Studies France</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Similar Work Experience</b>     | <ul style="list-style-type: none"> <li>• City of Moses Lake, WA</li> <li>• City of Monroe, WA</li> <li>• City of Mountlake Terrace, WA</li> <li>• City of Bothell, WA</li> <li>• City of Kirkland, WA</li> <li>• Walla Walla CTY, WA</li> <li>• Grant CTY, WA</li> <li>• Mid-Columbia Libraries, WA</li> <li>• Community Transit, WA</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Cherish Cruz, Director             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary</b>                     | <ul style="list-style-type: none"> <li>• Director at SoftResources</li> <li>• Leads SoftResources Contract Review and Negotiation Practice</li> <li>• Senior-Level professional that oversees and manages the delivery of high-quality software selection consulting and managing client relationships</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Project Analyst Role</b>        | <ul style="list-style-type: none"> <li>• Serve as primary contact during the contract review phase</li> <li>• Review and provide comments and redline edits to contract documents</li> <li>• Participate in vendor discussions and negotiations with the client</li> <li>• Provide additional project support as determined by the Project Manager</li> <li>• Work alongside the Project Manager to ensure services and deliverables are provided as contracted</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Expertise</b>                   | <ul style="list-style-type: none"> <li>• 20 years of experience assisting clients to implement and upgrade software</li> <li>• Strong experience with review and negotiation of the contract package and vendor implementation statement of work with most of the ERP vendors</li> <li>• Subject matter expertise with ERP selection and implementation project management for local government, districts, agencies, and quasi-governmental agencies</li> <li>• Specializes in review of software vendors and system integrators for ERP, HR, Payroll, EAM, Distribution, Contract Management, Project Accounting, etc.</li> <li>• Strong experience advising clients with business process improvement, mapping, and future state functional and technical requirements for modernizing software environments</li> <li>• Experienced implementation project manager for the implementation of ERP, Utility Billing, HR/Payroll/HCM, and other business software</li> <li>• Recognized by her clients for her strong leadership, management, organizational and communication skills</li> </ul> |
| <b>Education and Certification</b> | <ul style="list-style-type: none"> <li>• Master of Business Administration - MBA</li> <li>• Bachelor of Arts Business</li> <li>• Prosci Certified Change Management Practitioner</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Similar Work Experience</b>     | <ul style="list-style-type: none"> <li>• City of Moses Lake, WA</li> <li>• City of Toppenish, WA</li> <li>• City of Vancouver, WA</li> <li>• City of University Place, WA</li> <li>• City of Renton, WA</li> <li>• City of Port Angeles, WA</li> <li>• Walla Walla County, WA</li> <li>• Mid-Columbia Libraries, WA</li> <li>• Puget Sound Regional Fire Authority, WA</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



## Exhibit D

### NON-DISCLOSURE AGREEMENT

This Agreement, dated this February 3, 2025, by and between the City of Ellensburg ("CITY") and SoftResources LLC ("CONSULTANT").

WHEREAS, On October 3, 2016, City Council adopted Resolution No. 2016-36 that established a data privacy policy to protect our utility customer's proprietary and private information.

WHEREAS, on February 3, 2005, City Council authorized the execution of a professional services agreement with CONSULTANT, and

WHEREAS, the CITY needs to share certain proprietary and private information with CONSULTANT to provide services to the CITY, which is directly related to the conduct of the CITY's interest, and

WHEREAS, in order to provide services the City does not need to share any personal information, as defined by RCW 42.56.590(5) with CONSULTANT and

WHEREAS, in accordance with RCW 19.29a.100(5)(a), CONSULTANT is prohibited from further disclosing or selling any proprietary or private customer information ("Confidential Information") obtained from the CITY to another party.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows.

1. Disclosures. For purpose of the Discussions, each party shall disclose to the other party such Confidential Information as the disclosing party, in its sole discretion, may choose to disclose. All Discussions between the parties shall be deemed to be disclosure of Confidential Information and neither party shall be required to take any further action to identify the information disclosed as Confidential Information. The parties will attempt as reasonably practicable to label as "Confidential" any Confidential Information before disclosure, but all documents exchanged pursuant to this Agreement shall be deemed to be Confidential Information without need for identification as such.

2. Confidentiality and Nonuse. The receiving party shall accept the Confidential Information of the disclosing party for the sole purpose of the Discussions between the parties and any activity of the parties in furtherance thereof and will not, without prior written consent of the disclosing party, use such Confidential Information except for such purpose. Except as provided herein, or as required by law, the receiving party further agrees not to disclose the Confidential Information to persons other than employees, officers, directors, attorneys, consultants, representatives, and agents of the receiving party who will perform all or a portion of the duties of the receiving party and who are obligated to keep such information in confidence (hereinafter designated as such parties' "Representatives"). Prior to disclosing Confidential Information to a party's Representatives, each such Representative will be made aware of the nature of the Confidential Information and will agree to be bound by this Agreement.

The obligation of the receiving party not to use or disclose Confidential Information of the disclosing party shall not apply to information which: (a) at the time of disclosure by the disclosing party is in the possession of the receiving party and was not acquired, directly or indirectly, from the disclosing

party with knowledge of its confidential nature; (b) is acquired by the receiving party from third parties which, to the knowledge of the receiving party, have not received such information in confidence from the disclosing party or from other third parties; or (c) is now or hereafter becomes, through no fault of the receiving party, a part of the public domain by publication or otherwise; (d) is independently developed by the receiving party without the use of Confidential Information; (e) is disclosed to any court, regulatory agency, or any other party as required by law; or (f) which, in the receiving party's judgment, it is required or deems its advisable upon advice of counsel to disclose under the Washington State Public Disclosure Act (RCW 42.56), the Washington Open Public Meetings Act (RCW 42.30, *et seq.*), or any other applicable public disclosure requirement. In connection with any disclosure intended pursuant to exceptions (e) or (f), the receiving party (i.e., the party that initially received the Confidential Information that it intends to disclose) agrees to provide the disclosing party (i.e., the party that initially disclosed the Confidential Information) ten (10) business days' written notice of impending release and to cooperate with any legal action which may be initiated by the disclosing party to enjoin or otherwise prevent such release, provided that all expenses of any such litigation shall be borne by the disclosing party, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that the receiving party shall not be liable for any release which is either compelled by process of law, or where notice was provided and the disclosing party took no action to oppose the release of information.

3. Duration of Confidentiality. Unless otherwise agreed to in writing, the party shall continue to have obligations of secrecy under this Agreement beyond the expiration of this Agreement.

4. Documents Remain Property of Disclosing Party. All documents given to the receiving party as Confidential Information pursuant to this Agreement, and all copies thereof, whether whole or partial, shall be and remain the property of the disclosing party. Each party in its capacity as receiving party shall deliver all such documents and all copies or excerpts thereof to the disclosing party promptly upon the request of the disclosing party.

5. No License. Nothing in this Agreement shall be construed as giving either party a license or any other right to sell or use the Confidential Information of the other party under this Agreement. Neither party acquires any patent, copyright, trademark, or other intellectual property rights under this Agreement; neither party has an obligation under this Agreement to purchase any service or item from the other party, or to deal exclusively with the party in any field; and neither party under this Agreement may use the Confidential Information of the other party for marketing purposes, or sell services, assets or products using or incorporating Confidential Information.

6. Remedies and Indemnification. The parties acknowledge that a breach of this Agreement by one party could cause damage to the other party which is irreparable and immeasurable in terms of monetary value. For this reason, the parties agree that this Agreement may be specifically enforced, and they consent to the entry of such restraining orders and injunctions as maybe necessary to prevent a breach of this Agreement and to carry out its terms. This remedy shall not be exclusive, and either party may have such other and further relief as may be permitted by law.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington.

8. Venue; Jurisdiction. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be Kittitas County, Washington unless otherwise agreed by the parties.

9. Attorneys' Fees. In the event either party to this Agreement finds it necessary to bring any suit, action, or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. Severability. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

11. Term. this Agreement shall (unless extended by mutual agreement in writing) terminate two years from its effective date, but may be earlier terminated by either party effective upon thirty days prior written notice to the other party. In no event, however, shall termination of this Agreement affect the rights and obligations arising under this Agreement with respect to Confidential Information.

12. Miscellaneous. Resolution No. 2016-36 in reference to a utility customer data privacy policy is incorporated into this Agreement as Exhibit E. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by a duly authorized representative of each party. This agreement may not be assigned by a party without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement maybe executed in counterparts, each of which, together, shall be considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective duly authorized representatives effective as of the day and year first above written.

**CONSULTANT:**

By: Spencer Arnesen

Printed Name: Spencer Arnesen

Title: Principal

Tax ID#: 91-1700358

**THE CITY OF ELLENSBURG:**

By: \_\_\_\_\_

Printed Name: Heidi Behrends Cerniwey

Title: City Manager

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



# MANAGER'S REPORT

DATE: February 3, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

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## **1. The Wall That Heals Coming to Ellensburg September 4-7, 2025**

Through a partnership with local Rotary Clubs, The Wall That Heals will be in Ellensburg at Rotary Park from September 4-7, 2025, and open to the public.

Background: In 1982, The Vietnam Veterans Memorial Fund (VVMF) dedicated The Vietnam Veterans Memorial in Washington D.C. Since its dedication, it has become one of the most visited memorials on the National Mall with over 5 million visits each year. Shortly after The Wall's dedication, the first traveling version began touring the country. In 1996, VVMF recognized a need to provide a traveling version of The Memorial and The Wall That Heals (TWTW). VVMF sought to differentiate its exhibit by replicating The Wall experience as much as possible.

Of the four "walls" traveling throughout the United States, The Wall That Heals is the largest replica and the only one accompanied by the mobile Education Center. The preeminent exhibit coupled with close involvement of VVMF staff and significant preparations by hosts helps ensure a positive experience for every community selected to host The Wall That Heals. Find more at: [The Wall That Heals - Vietnam Veterans Memorial Fund](#)

A significant amount of work which includes some legal, park preparation, etc. will be required to host The Wall That Heals. City Staff will be working with organizers from the local Rotary groups to arrange details. Volunteers will be necessary to install the wall. Organizers are scheduled to visit the February 18 meeting and provide an overview of the project.

## **2. President's Day Holiday Hours for City Facilities and Services**

City facilities will be closed on Monday, February 17, 2025, in honor of President's Day. The regular City Council meeting scheduled for February 17 will be held on Tuesday, February 18, 2025, per Council Rules of Procedure.

## **3. Tentative Joint Yakama Nation Tribal Council Meeting on March 4, 2025**

A joint meeting with the Yakama Nation Tribal Council has been set for Tuesday, March 4, 2025. Staff and Mayor Elliott will work with Tribal Council representatives to establish the agenda and logistical details for the joint meeting.

## **4. Federal Lobbying Discussion**

The Conference of Governments hosted a recent discussion on interest of cities to participate in a contract for federal lobbyist and a shared legislative agenda. Council approved a Legislative Agenda to serve as guidance on City interests during the Washington State 2025 Legislative Session. Staff recommends that during 2025, through the Conference of

Governments (COG) or other sub-group, begin to explore a shared legislative agenda that includes the City and represents regional collective interests prior to committing scarce resources to fund advocacy work on the City's behalf. City representatives to COG will transmit Council's interest in future action back to the group.

## **5. Interlocal Agreement with Kittitas County Regarding Boundaries and Maintenance Responsibilities for Reed Park and Craig's Hill Public Hearing on February 18**

The property which now comprises Reed Park on Craig's Hill was transferred to the City by Kittitas County and the Reed family in separate transactions in the 1930's. Over the decades since the Park was established, there has been some adjustment of boundaries involving the parcel on which the American Legion Post is located. It was discovered several years ago, however, that the County's GIS mapping database did not show the proper boundary lines between the City's property and the County Fairgrounds property. In one area, the area of the Park between the Legion and the City's Water Tower was shown as an "unassigned parcel" and shown to stretch into the County Fairgrounds and Rodeo arena. Two other parcels incorrectly showed them also extending down Craig's Hill into the Fairgrounds, and one of them incorrectly shows County ownership of parcel.

For these reasons, City and County staff began discussions a few years ago about how to correct the boundary issues. The County also raised the issue that portions of the hillside below the Park area had been sloughing, requiring the installation of Ecology blocks along a portion of the Fairgrounds' access road and periodic removal of the collected materials. The parties agreed both the boundary issues and maintenance of the Park hillside should be addressed by mutual agreement outlining roles and responsibilities of each party. A public hearing is scheduled for Council's February 18, 2025, meeting.

## **6. City Water System PFAS Sampling Brings Good News**

The City of Ellensburg Water Division completed its PFAS and Lithium testing in 2024 that was required by the the Fifth Unregulated Contaminant Monitoring Rule (UCMR 5), which is regulated by the EPA under the Safe Drinking Water Act (SDWA). Two rounds of sampling were completed last year and the results brought good news.

The US Environmental Protection Agency (EPA) explains that Per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals—also known as forever chemicals—are manufactured chemicals that have been used in industry and consumer products since the 1940s. Both chemicals are very persistent in the environment and in the human body – meaning they don't break down and they can accumulate over time. There is evidence that exposure to PFAS can lead to adverse human health effects.

The City has received all the sampling results from the laboratory, and they have been submitted to the EPA. All samples were non-detect but will be shown as below the maximum contaminant limit (<MCL) when listed by the EPA. What this means for the water system? The absence of PFAS in our drinking water means that the Water Division doesn't have to make some difficult decisions on treatment or isolation of any of their sources. Previous UCMRs have resulted in further testing requirements for water systems through the Washington State Department of Health's (DOH) Water Quality Monitoring System (WQMS). It is likely that the City will be required to test for these contaminants again in the future, but the current results may mean that these samples may not be required annually.