

CITY COUNCIL AGENDA

August 18, 2025



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

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_Kpfqcu3zTvuFM3IT_lqiOA

Accessibility

The City of Ellensburg strives to make our services, programs, and activities readily accessible.

- 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."
- Members of the public who do not speak English or who have limited proficiency may request an interpreter if they wish to participate in public meetings.
- The City will provide reasonable accommodation for members of the public with disabilities.

Please submit requests for language assistance or reasonable accommodation to the HR Director/ADA Coordinator by calling (509) 962-7222 or by email at ADAcordinator@ellensburgwa.gov. Five (5) business days' notice is appreciated.

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](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. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, August 18, 2025
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A International Overdose Awareness Day 2025 6

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 August 4, 2025 Regular Meeting 7

5.B Approve Minutes of August 4, 2025 Study Session 12

5.C Maple Street Emergency Water Main Repair 13

5.D Resolution 2025-22 Approving Foster Subdivision Phase 1A - P25-071 19

5.E Community Thanksgiving Interagency Agreement Between CWU and the City 32

5.F City of Ellensburg 2025-2027 Biennium Consolidated Grant Agreement 39

5.G Interlocal Agreement between City of Ellensburg and the State of Washington
Central Washington University 57

5.H Planning Commission Resignation - Sigrid Davison 61

5.I Environmental Commission Resignation - Jess Black 63

5.J Diversity, Equity & Inclusion Commission Resignation - Teresa Divine 64

5.K Approve August 18, 2025 Voucher Listing 65

6. Petitions, Protests, and Communications

6.A	Resolution 2025-23 to Provide Enforcement of the Ellensburg Rodeo's Double Cross (XX) Ordinance (Public Comment Opportunity)	66
7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Public Hearing (Legislative) to adopt the 2025-2030 Transit Development Plan and accept the 2024 Annual Report (Public Comment Opportunity)	67
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4967 (2nd Reading) - Updating Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee Membership and Roles (Public Comment Opportunity)	92
9.B	Ordinance 4968 (2nd Reading) Traffic Code Revisions (Public Comment Opportunity)	102
9.C	Ordinance 4969 (1st reading) - Utility Billing Disconnect Notices (Public Comment Opportunity)	132
9.D	Ordinance 4970 (1st Reading) - Amending the 2025/2026 Biennial Budget (Public Comment Opportunity)	137
9.E	Resolution 2025-21 for 2025 Kittitas County Hazard Mitigation Plan and Ellensburg Annex (Public Comment Opportunity)	150
9.F	Resolution 2025-17 Establishing Temporary Staff Resources for ERP Implementation (Public Comment Opportunity)	157
10.	Unfinished Business	
11.	New Business	
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	161
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



PROCLAMATION

A Proclamation on International Overdose Awareness Day 2025

Whereas, The City of Ellensburg does affirm and acknowledge the harm and hardship caused by drug overdose; and

Whereas, We recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

Whereas, We resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of 2,469 Washington State residents in the year 2024 with countless more affected forever; and

Whereas, We recognize that in 2024, Kittitas County lost 8 individuals to overdose; and

Whereas, We recognize that First Responders in Kittitas County have responded to an increased number of substance use-related calls in this past year; and

Whereas, We affirm that the people affected by overdose are our family, friends, and community members who are deserving of our love, compassion, and support; and

Whereas, Death from overdose is preventable

Whereas, There continue to be deaths from stimulant use; and

Whereas, Overdose continues to increase both medical and other economic costs greatly impacting our society; and

Whereas, Substance Use Disorder is a treatable disease and the stigma and shame often are a barrier to seeking help; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor of Ellensburg, does hereby proclaim August 31, 2025 as International Overdose Awareness Day and invites every everyone to join in the August 27th event at Hal Holmes Community Center from 10 AM – 2 PM.

Signed this 18th day of August, 2025.

Attest:
City Clerk

A blue ink signature of Betty Leader, written in a cursive style.

A blue ink signature of Rich Elliott, written in a cursive style.

Rich Elliott, Mayor



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

August 4, 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 Mayor Elliott

1. Call to Order and Roll Call

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

Excused absence: David Miller

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Assistant City Engineer Mattson, Community Development Director Carlson, Finance Director Pascoe, Parks & Recreation Director Case, Aquatic & Recreation Manager Hctor, and approximately 35 members of the public

Others present remotely via Zoom: 12 members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

- 5.A Approve Minutes of July 21, 2025 Regular Meeting
- 5.B Climate Planning Grant Contract Signature
- 5.C Project Acceptance - Bid Call 2021-13 Illinois Well Facility
- 5.D Kittitas Valley Memorial Pool & Fitness Center Flat Roof and HVAC Improvements
- 5.E Fair & Rodeo Request
- 5.F Approve August 4, 2025 Voucher Listing

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

6. Petitions, Protests, and Communications

7. Public Comment on Non-agenda Issues

Steve Verhey, Ellensburg city resident, spoke regarding diesel

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4967 (1st Reading) - Updating Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee Membership and Roles (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Jennifer Patteson, County resident, spoke regarding changes to the Public Transit Advisory Committee

Councilmember Palmer moved to conduct first reading of Ordinance 4967, approving changes to roles and memberships of the Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee (now Transportation Advisory Committee). **Motion Approved 6-0**

- 9.B Proposed Ordinance 4968 Traffic Code Revisions – First Reading (Public Comment Opportunity)
Josh Mattson, Assistant City Engineer, presented information in the staff report.

Councilmember Palmer moved to conduct first reading of Traffic Code Ordinance 4968. **Motion Approved 6-0**

10. Unfinished Business

11. New Business

- 11.A Second Quarter 2025 Financial Status and Investment Reports (Public Comment Opportunity)
Jerica Pascoe, Finance Director, presented information in the staff report.
Council asked questions of staff.

Councilmember Goodloe moved to accept the Second Quarter 2025 Financial Status and Investment Reports as presented. **Motion Approved 6-0**

- 11.B Community Engagement Plan for 2025 Comprehensive Plan Amendment 25-02 (Chapter 9 - Diversity, Equity, and Inclusion) (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff

report. Council asked questions of staff.

- Cassie Watterson, County resident, spoke regarding government involvement and keeping the public informed
- Steve Verhey, Ellensburg City resident, spoke regarding the process
- Juliann Cleman, County resident, spoke regarding the process

Councilmember Goodloe moved to approve proposed Community Engagement Plan for 2025 Comprehensive Plan Amendment 25-02.

Councilmember Goodloe moved to amend the motion to direct the facilitators to identify city residents that participate in the workshop as a majority. **Motion Failed 1-4 (Beauchamp, Lillquist, Thompson, Elliott voted no, Palmer abstained)**

Vote on original motion. **Motion Approved 6-0**

11.C Kittitas Valley Memorial Pool & Fitness Center - Additional Information (Public Comment Opportunity)

Heidi Behrends Cerniwey, City Manager, presented information and background about the pool facility.

Jerica Pascoe, Finance Director, presented financial information for the pool facility.

Brad Case, Parks & Recreation Director, presented information concerning the operation of the pool facility.

The City Manager reviewed information regarding the pool facility roof.

Council recessed for a 5 minute break at 9:14 pm

Council reconvened at 9:19 pm

Council asked questions of staff and took public comment.

- Candice Comfort, County resident, representing herself, spoke regarding the pool facility
- Juliann Cleman, County resident, spoke regarding State grant funds available
- Darcy Milard, County resident, representing herself, spoke regarding use of the pool
- Candy Eslinger, spoke regarding the pool facility and community
- Elissa Carlson, City resident, spoke regarding the pool benefits to the community
- Andy Cleman, County resident, speaking for himself, spoke regarding the presentation
- Lyle Smith, County resident, representing himself, spoke regarding pool facilities and maintenance expenses

- Jennifer Patteson, County resident, spoke regarding the city's lobbyist and State Representatives

12. Miscellaneous

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

Heidi Behrends Cerniwey, City Manager, presented information in the report. A correction on item one in the report, grants are for 2026 instead of 2025. Ellensburg Academy will continue to be held for public information.

Included on the dais was a letter for the Mayor's signature to support the 2026 PLACES conference.

Councilmember Lillquist moved to approve the Mayor's signature on the letter of support. **Motion Approved 6-0**

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Thompson rescheduled his meeting with Finance and participated in a day shift ride-along with EPD
- Councilmember Palmer reported on Affordable Housing and the upcoming ADU presentation
- Councilmember Lillquist attended the Ellensburg Academy presentation, Beyond Words program at the Hal Holmes Center, and reported on the Historic Trust Board meeting
- Councilmember Beauchamp attended the Unity Park artwork ribbon cutting, and she received a suggestion for Ellensburg Academy to review Council duties
- Mayor Elliott reported on KITTCOM dispatchers, he suggested a council conversation regarding City Manager compensation and Council consensus was to ask HR to bring information back to Council, he also commented on the County Lodging Tax Capital funding process and will research further

13. Executive Session

Council recessed to executive session per RCW 42.30.110(1)(b) and 42.30.140(4)(B) at 10:07 pm and was anticipated to last 15 minutes. No action would be taken.

Council reconvened at 10:18 pm

13.A RCW 42.30.110(1)(b) - To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

13.B CLOSED SESSION - RCW 42.30.140(4)(B) The OPMA does not apply to that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining negotiations, or grievance or mediation proceedings,

or reviewing the proposals made in the negotiations or proceedings while in progress.

14. Adjournment

Meeting adjourned at 10:18 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

August 4, 2025

6:00 PM

Memorial Pool

815 E 6th Ave

Ellensburg, WA 98926

Study Session

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

Councilmember Absent: David Miller

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, Parks & Recreation Director Case, Aquatics & Recreation Supervisor Hocht, Parks & Recreation Secretary Burrill, and approximately 32 members of the public

- A Kittitas Valley Memorial Pool & Fitness Center Site Visit (No Public Comment)
City staff reviewed information and background of the Memorial Pool facility and answered questions from Council.

14. Adjournment

Meeting adjourned at 6:44 pm

Mayor

ATTEST:

City Clerk



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Maple Street Emergency Water Main Repair
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works

Suggested Motion/Action:

Approve payment to Belsaas and Smith Construction for the Maple Street Emergency Water Main Repair.

Background/Summary:

The leak survey contractor discovered an underground leak on Maple Street south of Capitol Avenue. When it was exposed by the crew, the leak was on an 8x8x6 cast iron tee that served the alley between Capitol and Washington. The crew intended to cut out the tee and install new pipe and a new tee, but upon further inspection it was discovered that a 4" wrought iron main was connected directly to the northern inlet of the tee. Due to this, there would be no way for the crew to tie in the 4" main to the new tee due to the fact that it was field bent to the west several feet when it was installed and would be terribly misaligned. The 4" main was also in poor condition and might not be receptive to a new connection. When the water main on Capitol was installed in 1987, a valve was stubbed south on Maple for future replacement of the 4" line. Staff decided that a repair of the tee didn't make sense under these conditions and decided to replace the entire 4" main with 200' of new 8" ductile iron main, and to tie that in to the valve on Capitol Avenue.

Previous Council Action:

None

Analysis:

To minimize water outage duration to City water customers, and the length and complexity of the repairs needed, staff determined utilizing a contractor to complete the majority of the emergency repairs/main replacement was needed. Staff contacted Belsaas and Smith Construction for this work as they have significant experience working on the City's water system, are local, and had immediate availability to complete the work.

Financial Impact:

The 2025 budget includes a \$300,000 capital expenditure for annual water main replacement program. The total cost for emergency repair and replacement of 200' of water main was \$84,984.28 (see attached invoice and detailed breakdown) and is well within the remaining budgeted funds.

Budget Adjustment: No

Attachments:

1. Invoice
2. Notice to Proceed

BELSAAS & SMITH CONSTRUCTION, INC.
P.O. BOX 926
ELLENSBURG WA 98926

INVOICE

509-925-9747 Phone
- - Fax

Invoice No: 0003411
Date: 07/31/2025

TO:
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Terms: NET 30 DAYS

Job No.	Description	Quantity	U/M	Unit Price	Amount
25020	Maple St Watermain - City of Eburg See the attached for Breakdown	1	LS	78254.4000	78,254.40
Gross Billing					78,254.40
Retention					0.00
Subtotal					78,254.40
Sales Tax					6,729.88
Total Invoice					84,984.28



PO BOX 926
ELLENSBURG, WA 98926
509-925-9747, FAX 509-962-3031

ESTIMATE COST BREAKDOWN

OWNER: City of Ellensburg

DATE OF PROPOSAL: 07/01/25

ESTIMATE #:

DATE WORK PERFORMED: 7/3/25 to 7/18/25

LOCATION: Maple Street - From Capitol Ave South to Beyond Alley

DESCRIPTION: Mobilize to complete emergency watermain repair. Install 200' of 8" watermain within the paved roadway to replace existing. Supply traffic control; Sawcut and demo HMA; install 200' of DI water, 2, 8" valves, 2, 3/4" services, tee, 8x6 reducer, pressure & bacT testing, tie-ins; backfill & compact; gravel surfacing; asphalt paving; and general clean-up. *Estimate includes basic elements of the known project. Does not include unknown items, overtime, or other possible issues not specifically stated above.

ITEM	NAME	TRADE	QTY	HRS	RATE	TOTAL
1	Shane Dennis	Foreman/Operator	1	90.5	\$ 110.00	\$ 9,955.00
2	Chase Hardy	Operator	1	28	\$ 107.36	\$ 3,006.08
3	Chase Hardy	Laborer / pipe layer	1	32	\$ 70.72	\$ 2,263.04
4	Izzy Gomez	Laborer / pipe layer	1	70.5	\$ 70.72	\$ 4,985.76
	Tate Taylor	Operator	1	3	\$ 107.36	\$ 322.08
5	Tate Taylor	Laborer / pipe layer	1	47.5	\$ 70.72	\$ 3,359.20
6	Tate Taylor	Truck Driver	1	40	\$ 79.29	\$ 3,171.60
TOTAL LABOR:						\$ 27,062.76

ITEM	DESCRIPTION	YEAR / MODEL / SIZE	HRS	RATE	TOTAL
1	Excavator	CAT 312	34	\$ 115.07	\$ 3,912.38
2	Backhoe/Compactor	Cat 420/hoepack	22	\$ 71.31	\$ 1,568.82
3	Work Trucks/Sawcutter/wacker		50	\$ 30.00	\$ 1,500.00
4	Signs/Cones/Misc		50	\$ 10.00	\$ 500.00
5	Dump Truck	Kenworth	37	\$ 69.58	\$ 2,574.46
6	Water Truck	Freightliner	3	\$ 67.10	\$ 201.30
7	Street Sweeper		3	\$ 23.10	\$ 69.30
TOTAL EQUIPMENT:					\$ 10,326.26

ITEM	DESCRIPTION	VENDOR	UNIT	QTY	UNIT COST	TOTAL
1	Pipe & Fittings Materials	HD Fowler	LS	1	\$ 21,706.01	\$ 21,706.01
2	Gravel Surfacing (9" Depth)	ECP	TN	36.72	\$ 18.00	\$ 660.96
3	Bedding	ECP	TN	63	\$ 19.00	\$ 1,203.08
4	Misc. Fittings & Other		LS	1	\$ 384.16	\$ 384.16
5	Rental Equipment		LS	1	\$ 733.52	\$ 733.52
6	Disposal Charge		LS	1	\$ 70.55	\$ 70.55
TOTAL MATERIALS:						\$ 24,758.28

ITEM	COMPANY NAME	DESCRIPTION OF WORK	FA REF SHEET #	TOTAL
1	Central Paving	Patch Pave 900sf		\$ 5,900.00
2				\$ -
3				\$ -
TOTAL SUBCONTRACTORS:				\$ 5,900.00

COMBINED SUB-TOTAL:	\$ 68,047.30
15% OH & PROFIT:	\$ 10,207.10
TOTAL (Sales Tax Excluded):	\$ 78,254.40
WSST 8.60%	\$ 6,729.88
Grand Total	\$ 84,984.28

Derek Mayo

From: Derek Mayo
Sent: Wednesday, July 2, 2025 4:33 PM
To: Bryan Nelson <bryan@belsmith.com> (bryan@belsmith.com)
Cc: Beth Leader; Ryan Lyyski; Mike Helgeson; Brian Cortese; pd Schnebly
Subject: FW: [Ext] Maple Street Emergency Watermain
Attachments: Work Estimate.pdf

Bryan,

This email shall serve as your official notice to proceed for the emergency water main repair/replacement on Maple St., per the attached estimate. If additional items arise, that are not included in this estimate, we can pay for as force account. Per state law, we will pay 90% upon completion and receipt of approved Intents. The remaining 10% will be paid 30 days later and receipt of approved affidavits of wages paid. We greatly appreciate Belsaas and Smith being able to help with this emergency repair under such short notice.

Sincerely,
Derek Mayo, PE
City Engineer | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
P. (509) 962-7230
<https://www.ellensburgwa.gov/>



From: Heidi Behrends Cerniwey <cerniweyh@ci.ellensburg.wa.us>
Sent: Wednesday, July 2, 2025 4:12 PM
To: Derek Mayo <mayod@ci.ellensburg.wa.us>
Cc: Beth Leader <leaderb@ci.ellensburg.wa.us>; Ryan Lyyski <lyyskir@ci.ellensburg.wa.us>; Mike Helgeson <helgy@ci.ellensburg.wa.us>
Subject: RE: [Ext] Maple Street Emergency Watermain

Yes, I'm okay with that.
Heidi

From: Derek Mayo <mayod@ci.ellensburg.wa.us>
Sent: Wednesday, July 2, 2025 11:55 AM
To: Heidi Behrends Cerniwey <cerniweyh@ci.ellensburg.wa.us>
Cc: Beth Leader <leaderb@ci.ellensburg.wa.us>; Ryan Lyyski <lyyskir@ci.ellensburg.wa.us>; Mike Helgeson <helgy@ci.ellensburg.wa.us>
Subject: FW: [Ext] Maple Street Emergency Watermain

Heidi,

See attached estimate for the emergency water main repair on Maple St. We have looked at the estimate and are comfortable with this amount. We have \$300,000 in this years budget for water main replacements, which this is, so have adequate budget authority available. If you are good, we will send the contractor a notice to proceed with this emergency repair/replacement.

Sincerely,
Derek Mayo, PE
City Engineer | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
P. (509) 962-7230
<https://www.ellensburgwa.gov/>



From: Bryan <bryan@belsmith.com>
Sent: Wednesday, July 2, 2025 10:02 AM
To: Derek Mayo <mayod@ci.ellensburg.wa.us>
Subject: [Ext] Maple Street Emergency Watermain

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

Derek,
Attached is an estimate for the Maple Street watermain. I included Asphalt under our scope, but no issue if you hire them direct.

FYI, the waterline parts are ordered and likely delivered tomorrow so we're ready. Also, we might mobilize some things and sawcut tomorrow so that we can start digging first thing Monday. Would like to be ready for testing by end of the day Tuesday to assure that we can get tied in by Friday.

Thanks,

Bryan Nelson

Co-Owner / Project Manager
Belsaas & Smith Construction, Inc.
Phone: 509-925-9747 Fax: 509-962-3031



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-22 Approving Foster Subdivision Phase 1A - P25-071
Submitted by: Dan Carlson, Community Development Director
Department: Community Development

Suggested Motion/Action:

Move to adopt Resolution 2025-22 approving the final plat of Foster Subdivision Phase 1A and authorize the Mayor and others to sign the mylars for the final plat.

Background/Summary:

The City has received a final plat application for the Foster Subdivision Phase 1A from Elliott Whipple, agent for Foster Development LLC, owner. The Foster Subdivision is located on Kittitas County Assessor Parcel ID #396133 (43.16 acres) on Dry Creek Road in the City of Ellensburg, Washington as shown in Exhibit 1, and has preliminary approval for 141 lots. As proposed, Phase 1A will create 15 lots, ranging in size from 5,000 to 7,200 square feet and intended for single-family homes. The current zoning on Parcel ID #396133 is Residential Suburban (R-S).

Previous Council Action:

A closed record public hearing on the preliminary plat for the Foster Subdivision was held before the City Council on September 20, 2021. Based on the evidence and testimony presented at said public hearing, Council conditionally approved (as evidenced in the approved minutes of the September 20, 2021 meeting) the preliminary plat, which was confirmed with the adoption of Council Resolution No. 2021-28 on September 20, 2021. Council approved the Foster Subdivision Preliminary Plat with the following conditions:

1. Fulfillment of all City code required final plat design and construction requirements for on-site and off-site improvements prior to final plat approval.
2. The applicant will meet the requirements of the Public Works & Utilities Department discussed in its memorandum dated January 26, 2021, including the widening and installation of curb gutter and sidewalks on the project frontage of Dry Creek Road.
3. The applicant will meet the requirements of the Energy Services – Light Department discussed in its memorandum dated February 3, 2021.
4. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated January 25, 2021.
5. The applicant will meet the requirements of the City of Ellensburg Fire Marshall discussed in his memorandum dated February 2, 2021.
6. The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) dated July 1, 2021.

7. If applicable, the applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
8. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
9. The applicant will identify and locate all irrigation water delivery system components located on the applicants property, and easements shall be but in place protecting these water delivery systems for the benefit of the benefitted property receiving water from these systems. In the event these water delivery systems are relocated on the Applicant's property, the applicant shall provide easements protecting these relocated water delivery systems.
10. The applicant will develop, and or improve, adequate access to the neighboring elementary schools, specifically including an approach consisting of an all-weather surface connecting the plat to the Palouse to Cascades Trail.
11. No certificates of occupancy shall be issued prior to completion of required public improvements in a manner acceptable to the City in its sole discretion. Issuance of any certificate of occupancy prior to full completion of any of the required improvements shall not be deemed to be a waiver of this section, and such issuance shall not stop the City or impair its ability to demand full completion of required improvements prior to issuance of any further certificates of occupancy.

Analysis:

With the preliminary plat approval granted by City Council on September 20, 2021, the expiration date for finalizing the plat is September 20, 2026. The applicant is now submitting the final subdivision application for review by City Council.

The requirements pertaining to final plat approval are found within ECC Sections 15.260.060 through 15.260.100. Specifically, the decision criteria are found in 15.260.100D, which states the following:

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 school grounds 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 days from the date of the application.

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 10 working days after city council approval and shall be recorded in the presence of the applicant and with the cost of recording paid by the applicant. [Ord. 4656 § 1 (Exh. O2), 2013.]

On September 20, 2021, during the preliminary plat review process by City Council, the proposed subdivision was determined to be in conformance with the Land Development Code requirements pertaining to R-S zoning. During review of the final subdivision application, city departments found the final subdivision application for the Foster Subdivision 1A to be in conformance with the conditions of approval for the preliminary plat, as well as with all adopted City Codes and other requirements. As required, the civil plans for this plat have been approved by the Public Works Department and the remaining public improvements will be covered by a bond posted by the applicant.

The final plat of the Foster Subdivision Phase 1A is ready for City Council action. Staff has provided Resolution 2025-22 attached to this Agenda Report which incorporates the findings, conclusions, and conditions of the original preliminary plat approval in Resolution 2023-28.

Financial Impact:

None

Budget Adjustment: No

Attachments:

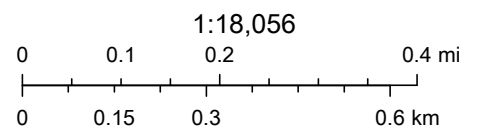
1. Exhibit 1 - Vicinity Map
2. P25-071 Foster Subdivision Phase 1A Final Plat
3. P25-071 APPLICATION
4. P25-071 Foster Subdivision Phase 1A Final Plat Resolution - Findings of Fact Final

Vicinity Map



8/5/2021, 9:57:14 AM

- Override 1
- Urban Growth Area
- City Limits



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FINAL PLAT OF
FOSTER SUBDIVISION PHASE 1A
A PLAT COMMUNITY, AS DEFINED BY CHAPTER 64.90 R.C.W.

SITUATE IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, WILLAMETTE MERIDIAN
CITY OF ELLENSBURG, KITTTITAS COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT FOSTER DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE OWNER(S) OF THE PROPERTY DESCRIBED HEREIN TO BE PLATTED INTO LOTS, STREETS AND TRACTS, DO HEREBY DECLARE THIS PLAT TO BE KNOWN AS FOSTER SUBDIVISION PHASE 1A AND DEDICATE TO THE PUBLIC FOREVER ALL AREAS INTENDED FOR PUBLIC USE AS SHOWN HEREON, BEING ALL THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, WILLAMETTE MERIDIAN, IN THE COUNTY OF KITTTITAS, STATE OF WASHINGTON;

EXCEPT THAT PORTION OF SAID PREMISES WHICH LIES NORTHEASTERLY OF THE JOHN WAYNE TRAIL (FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD RIGHT-OF-WAY):

A STRIP OF LAND 100 FEET IN WIDTH EXTENDING OVER AND ACROSS FROM THE NORTH SIDE TO THE EAST SIDE OF SAID LAND, AS CONVEYED TO CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY OF WASHINGTON BY DEED RECORDED IN BOOK 14 OF DEEDS, PAGE 318, AND AS SUBSEQUENTLY QUIETED IN THE STATE OF WASHINGTON, IN FINAL JUDGMENT QUIETING TITLE, AS FILED JUNE 6, 1997, IN THE SUPERIOR COURT OF WASHINGTON FOR KITTTITAS COUNTY, UNDER CAUSE NO. 88-2-00118-1; TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTTITAS, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, AND RUNNING THENCE SOUTH 00°09'17" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 183.60 FEET TO A FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815"; THENCE SOUTH 68°45'42" WEST 602.84 FEET TO A FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815"; THENCE SOUTH 53°20'57" WEST 286.11 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF THE RIGHT-OF-WAY OF THE COUNTY ROAD (DRY CREEK ROAD) AND A FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815"; THENCE NORTH 47°48'58" WEST ALONG SAID NORTHEASTERLY LINE 144.78 FEET TO A FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815"; THENCE NORTH 37°56'54" EAST 604.30 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER AND A FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815", WHICH IS 795.08 FEET MORE OR LESS EAST OF THE NORTHWEST CORNER THEREOF; AND THENCE SOUTH 89°53'42" EAST ALONG SAID NORTH BOUNDARY LINE 526.62 FEET TO THE POINT OF BEGINNING.

AND A 60' (SIXTY FOOT) EASEMENT, ALSO SHOWN AS "EASEMENT LW", AS DESCRIBED IN NONEXCLUSIVE EASEMENT AGREEMENT RECORDED JANUARY 31, 2019 UNDER AUDITOR'S FILE NO. 201901310034.

CONTAINS 42.13 ACRES, MORE OR LESS.

THE OWNERS DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC.

THE OWNERS DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST CITY OF ELLENSBURG AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND DESCRIBED BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY.

THE OWNERS DO HEREBY GRANT, CONVEY AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

THE OWNERS OF ALL LOTS WITHIN THIS PLAT SHALL BE MEMBERS OF THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION, AN ASSOCIATION CREATED BY DOCUMENT RECORDED NOVEMBER 18, 2022 BY THE SECRETARY OF STATE OF THE STATE OF WASHINGTON UNDER U.B.I NUMBER 604-990-696 AND SUBJECT TO THE ARTICLES OF INCORPORATION AND BYLAWS THEREOF. SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR DRY CREEK ESTATES HOMEOWNERS ASSOCIATION AS RECORDED UNDER AUDITOR'S DOCUMENT NO. _____.

THE DRAINAGE EASEMENTS AND/OR TRACTS SHOWN ON THIS PLAT, WHICH ARE FOR THE PURPOSE OF CONVEYING AND STORING STORMWATER RUNOFF AND FOR INSTALLING, OPERATING AND MAINTAINING DRAINAGE PONDS AND DRAINAGE FACILITIES WHICH DISPOSE OF AND TREAT STORMWATER RUNOFF FOR THOSE LOTS WITHIN THE PLAT, ARE HEREBY DEDICATED TO CITY OF ELLENSBURG AND THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION CREATED BY DOCUMENT RECORDED NOVEMBER 18, 2022 UNDER STATE UBI NUMBER 604-990-696.

CITY OF ELLENSBURG AND ITS AUTHORIZED AGENTS ARE HEREBY GRANTED THE RIGHT TO INGRESS AND EGRESS TO, OVER AND FROM ALL PUBLIC AND PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS FOR THE PURPOSES OF INSPECTION AND EMERGENCY MAINTENANCE OF DRAINAGE SWALES, PONDS, DITCHES, CULVERTS AND OTHER DRAINAGE FACILITIES, IF NOT PROPERLY MAINTAINED BY THE DRY CREEK ESTATES OWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST. CITY OF ELLENSBURG DOES NOT ACCEPT THE RESPONSIBILITY TO INSPECT OR MAINTAIN ANY DRAINAGE FACILITIES AND/OR STRUCTURES LOCATED OUTSIDE OF PUBLIC RIGHTS-OF-WAY, EXCEPT IN CASES WHERE CITY OF ELLENSBURG SPECIFICALLY ASSUMES THAT RESPONSIBILITY IN WRITING. NEITHER DOES CITY OF ELLENSBURG ACCEPT ANY LIABILITY FOR ANY FAILURE BY THE PROPERTY OWNER(S) TO PROPERLY MAINTAIN SUCH AREAS.

THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST SHALL MAINTAIN ALL DRAINAGE FACILITIES, LOCATED IN COMMON AREAS, EASEMENTS, AND TRACTS IN CONFORMANCE WITH THE ACCEPTED PLANS AND THE OPERATIONS AND MAINTENANCE MANUAL AS PREPARED BY WHIPPLE CONSULTING ENGINEERS, BOTH OF WHICH ARE ON FILE AT THE CITY OF ELLENSBURG ENGINEER'S OFFICE. MAINTENANCE OF DRAINAGE FACILITIES INCLUDES, BUT IS NOT LIMITED TO, KEEPING OPEN AND CLEANING STORMWATER PIPES, STRUCTURES, DITCHES, DRAINAGE PONDS, SWALES; REPLACEMENT OF DRAINAGE FACILITIES AS NEEDED; AND MAINTAINING LIVE NATIVE-TYPE DRYLAND GRASSES OR LAWN TURF IN THE POND FACILITIES LOCATED IN COMMON AREAS OR TRACTS, WITH OPTIONAL SHRUBBERY AND/OR TREES, WHICH DO NOT OBSTRUCT THE FLOW AND PERCOLATION OF STORM DRAINAGE WATER IN THE DRAINAGE SWALE AS INDICATED BY THE ACCEPTED PLANS. THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST IS ALSO RESPONSIBLE FOR REMOVING AND DISPOSING OF THE SOILS AND GRASS SOD LOCATED IN DRAINAGE FACILITIES SITUATED WITHIN EASEMENTS ON PRIVATE LOTS AT SUCH TIME CITY OF ELLENSBURG DEEMS NECESSARY, AND REPLACING THE SOIL AND GRASS SOD.

WHENEVER THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST FAIL TO MAINTAIN THE DRAINAGE FACILITIES IN CONFORMANCE WITH THE APPROVED DRAINAGE PLAN, A NOTICE WILL BE GIVEN TO THE OWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST BY THE CITY OF ELLENSBURG. IF NOT CORRECTED WITHIN THE PERIOD INDICATED ON SAID NOTICE, THE CITY OF ELLENSBURG HAS THE RIGHT TO CORRECT THE MAINTENANCE FAILURE OR HAVE IT CORRECTED AT THE EXPENSE OF THE OWNERS ASSOCIATION, THEIR SUCCESSORS IN INTEREST.

THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST SHALL BE RESPONSIBLE FOR PAYMENT OF ALL CLAIMS AND OTHER LIABILITIES WHICH MAY BECOME DUE FOR SAID MAINTENANCE RESPONSIBILITIES.

THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS IN INTEREST SHALL BE HELD RESPONSIBLE FOR KEEPING OPEN AND MAINTAINING THE SURFACE PATH OF NATURAL OR MAN-MADE DRAINAGE FLOW OVER AND ACROSS THEIR RESPECTIVE PROPERTIES. IF THE PROPERTY OWNERS FAIL TO MAINTAIN THE SURFACE PATH OF NATURAL OR MAN-MADE DRAINAGE FLOW, OR DRAINAGE FACILITIES ON PRIVATE PROPERTIES, A NOTICE OF SUCH FAILURE MAY BE GIVEN TO THE PROPERTY OWNER. IF NOT CORRECTED WITHIN THE PERIOD INDICATED ON SAID NOTICE, CITY OF ELLENSBURG HAS THE RIGHT TO CORRECT THE MAINTENANCE FAILURE, OR HAVE IT CORRECTED, AT THE EXPENSE OF THE PROPERTY OWNER.

SHOULD THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION BE TERMINATED FOR ANY REASON, THE SUCCESSORS IN INTEREST SHALL BE THE INDIVIDUAL LOT OWNERS, OR THEIR SUCCESSORS IN INTEREST, WHO ARE MEMBERS OF THE DRY CREEK ESTATES HOMEOWNERS ASSOCIATION AT THE TIME OF SAID TERMINATION. THE SUCCESSORS IN INTEREST SHALL SHARE EQUALLY IN THE RESPONSIBILITY AND COST OF MAINTAINING SAID DRAINAGE FACILITIES.

CITY OF ELLENSBURG DOES NOT ACCEPT THE RESPONSIBILITY OF MAINTAINING THE DRAINAGE COURSE ON PRIVATE LOTS WITHIN DRAINAGE EASEMENTS OR FLOODPLAIN AREAS, NOR THE RESPONSIBILITY FOR ANY DRAINAGE, WHATSOEVER, INCLUDING BUT NOT LIMITED TO INVERSE CONDEMNATION TO ANY PROPERTIES DUE TO DEFICIENT CONSTRUCTION AND/OR MAINTENANCE OF DRAINAGE COURSES IN DRAINAGE EASEMENTS ON PRIVATE PROPERTY.

ANY BUILDING THAT IS CONSTRUCTED ON A LOT IN THIS PLAT SHALL BE SET AT SUCH AN ELEVATION SO AS TO PROVIDE POSITIVE DRAINAGE AWAY FROM ANY DRAINAGE ENTRY POINT TO THE BUILDING (INCLUDING BUT NOT LIMITED TO A WINDOW WELL, A WINDOW UNPROTECTED BY A WINDOW WELL, OR A DOORWAY). SAID POSITIVE DRAINAGE SHALL MEET THE MINIMUM REQUIREMENTS AS SET FORTH IN THE CURRENT BUILDING CODE. ANY PROPOSED CHANGES TO THE ACCEPTED ROAD AND DRAINAGE PLANS MUST BE ACCEPTED BY THE CITY OF ELLENSBURG ENGINEER'S OFFICE PRIOR TO CONSTRUCTION OF SAID CHANGES.

THERE MAY EXIST PROPERTIES LOCATED UPHILL AND ADJACENT TO THIS SUBDIVISION WHICH PERIODICALLY DISCHARGE STORMWATER RUNOFF ONTO INDIVIDUAL LOTS WITHIN THIS PLAT. STORMWATER RUNOFF FROM NEARBY UPHILL PROPERTIES SHOULD BE EXPECTED, AND DURING SNOW MELT PERIODS OR WET SEASONS THE LOTS MAY BE SUBJECTED TO HIGHER AMOUNTS OF STORMWATER RUNOFF THAT WHAT IS NORMALLY OBSERVED OR ANTICIPATED. BECAUSE STORMWATER RUNOFF FROM ADJACENT PROPERTIES HAS DISCHARGED ONTO THIS PLAT PRIOR TO DEVELOPMENT, STORMWATER RUNOFF WILL LIKELY CONTINUE TO DO SO AFTER DEVELOPMENT.

IN LIEU OF REQUIRING A BACKFLOW ASSEMBLY AT THE SERVICE ENTRANCE ON LOTS 1 THROUGH 15 OF THE FOSTER SUBDIVISION PHASE 1A, THE OWNER AGREES NOT TO INTERCONNECT, IN ANY FASHION, HIS/HER PRIVATE AUXILIARY WATER SYSTEM, AND TO DO NOTHING THAT WOULD LEAD TO OCCURRENCE OF A BACKFLOW EVENT. A CROSS CONNECTION IS A DIRECT LINK BETWEEN DOMESTIC WATER LINES AND A CONTAMINATED SOURCE. DECREASED PRESSURE ON THE PURVEYOR'S SIDE OF THE WATER METER MAY LEAD TO A BACKFLOW PROBLEM, AND THIS IS NOT ALLOWED PER WAC-246-290-490. OWNER FURTHER AGREES TO ACCEPT FULL LEGAL RESPONSIBILITY FOR ALL DAMAGES INCURRED AS A RESULT OF ANY SUCH CROSS CONNECTION, INCLUDING BACKFLOW EVENTS. THE OWNER ACKNOWLEDGES THAT HE/SHE HAS BEEN INFORMED BY THE CITY OF ELLENSBURG OF BACKFLOW PROTECTION REQUIREMENTS AND THE CONSEQUENCES OF A BACKFLOW EVENT.

THE STORMWATER FACILITY WITHIN THE FOSTER SUBDIVISION PHASE 1A SHALL BE OWNED, OPERATED AND MAINTAINED BY THE OWNERS, HOMEOWNERS ASSOCIATION AND/OR LOTS 1 THROUGH 15. THE CITY OF ELLENSBURG SHALL HAVE THE RIGHT TO INGRESS AND EGRESS THE STORMWATER FACILITY FOR THE PURPOSES OF INSPECTION AND/OR REQUIRED MAINTENANCE PER 55 B5 OF THE EASTERN WASHINGTON PHASE II MUNICIPAL PERMIT. IF THE CITY OF ELLENSBURG DETERMINES MAINTENANCE OR REPAIR WORK OF THE STORMWATER FACILITY IS REQUIRED, THE CITY OF ELLENSBURG SHALL GIVE NOTICE TO THE OWNERS, HOMEOWNERS ASSOCIATION AND/OR LOT OWNERS IN WRITING. IF THE ABOVE REQUIRED MAINTENANCE OR REPAIR IS NOT COMPETED WITHIN THE TIME SET BY THE CITY OF ELLENSBURG, THE CITY OF ELLENSBURG MAY PERFORM THE REQUIRED MAINTENANCE, OR CONTRACT WITH A PRIVATE COMPANY CAPABLE OF PERFORMING THE STORMWATER FACILITY MAINTENANCE AND THE OWNERS, HOMEOWNERS ASSOCIATION AND/OR LOT OWNERS WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY SUCH WORK PERFORMED. THE OWNERS, HOMEOWNERS ASSOCIATION AND/OR LOT OWNERS SHALL NOT REPLACE, ALTER OR MODIFY THE STORMWATER FACILITY WITHOUT FIRST WRITTEN APPROVAL FROM THE CITY OF ELLENSBURG AND A CERTIFIED LETTER FROM A LICENSED ENGINEER APPROVING THE DESIGN CHANGES.

THE DRAINAGE TRACTS AND/OR COMMON AREAS CANNOT BE SOLD OR TRANSFERRED AND SHALL BE CONSIDERED SUBSERVIENT ESTATES FOR TAX PURPOSES TO THE OTHER LOTS CREATED HEREIN. THE STATUS OF THE AREAS DESIGNATED AS SUBSERVIENT ESTATES FOR TAX PURPOSES CANNOT BE CHANGED WITHOUT FILING A REPLAT.

THE DEVELOPER, PROPERTY OWNERS, AND OWNERS ASSOCIATION WAIVE ANY AND ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE CONSTRUCTION, OWNERSHIP OR MAINTENANCE OF PUBLIC FACILITIES. THIS WAIVER INCLUDES CLAIMS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO PERSON AND REAL PROPERTY DAMAGES AS WELL AS ANY INVERSE CONDEMNATION CLAIMS.

UTILITY EASEMENT : AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN THE AREAS AS SHOWN ON THIS SURVEY. GRANTOR SHALL NOT CONSTRUCT OR MAINTAIN ANY BUILDINGS, STRUCTURES, OR OTHER OBSTRUCTIONS ON THE EASEMENT AREA. ANY USES OF THE PROPERTY ADJACENT TO THE EASEMENT AREA SHALL NOT ENDANGER OR INTERFERE WITH GRANTEE'S USE OF THE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN. GRANTOR SHALL NOT ERECT ANY FENCES, GATES OR OTHER OBSTRUCTIONS IN SUCH A WAY AS TO PREVENT VEHICULAR ACCESS BY GRANTEE TO THE EASEMENT AREA.

GRANTEE SHALL HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION WITHIN THE EASEMENT AREA, INCLUDING WITHOUT LIMITATION THE RIGHT TO TRIM, CUT, CLEAR, REMOVE, AND DISPOSE OF BRUSH, TREES, SHRUBS, OR OTHER OBSTRUCTIONS IN THE EASEMENT AREA, AND THE RIGHT TO CONTROL, ON A CONTINUING BASIS AND BY ANY PRUDENT AND REASONABLE MEANS, THE ESTABLISHMENT AND GROWTH OF BRUSH, TREES, SHRUBS, OR OTHER VEGETATION IN THE EASEMENT AREA. GRANTEE SHALL ALSO HAVE THE RIGHT TO TRIM, CUT, CLEAR, REMOVE, AND DISPOSE OF ANY BRUSH, TREES, SHRUBS, OR OTHER OBSTRUCTIONS LOCATED ON THE PROPERTY ADJACENT TO THE EASEMENT AREA.

DECLARANT'S CERTIFICATE

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATION THE SAME FOR A COMMON INTEREST COMMUNITY NAMED FOSTER SUBDIVISION PHASE 1A, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND DECLARATION FOR FOSTER SUBDIVISION PHASE 1A, RECORDED UNDER DOCUMENT NUMBER _____.

DECLARANT'S NAME SIGNATURE & ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

(SIGNATURE OF AUTHORIZED OFFICER)
FOSTER DEVELOPMENT LLC

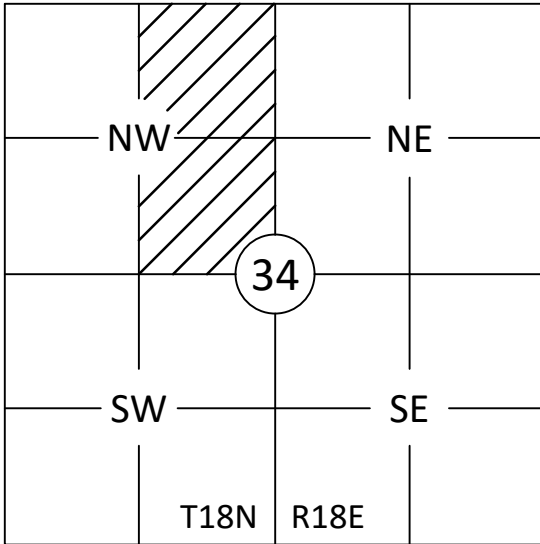
DATED THIS _____ DAY OF _____, 20_____.

STATE OF _____)
JSS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20_____ BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE AUTHORIZED OFFICER OF FOSTER DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE OR SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE AUTHORIZED SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC, IN AND FOR
THE STATE OF _____
RESIDING AT _____ COUNTY
MY COMMISSION EXPIRES _____



KITTITAS COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20_____, AT _____ MINUTES
PAST _____ O'CLOCK _____ M; IN VOLUME _____ OF PLATS AT PAGE(S) _____,
RECORDS OF KITTTITAS COUNTY, WASHINGTON, AT THE REQUEST OF FOSTER DEVELOPMENT LLC.
AUDITOR'S FILE NO.: _____

KITTITAS COUNTY AUDITOR

CITY ENGINEER

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

CITY ENGINEER DATE

COMMUNITY DEVELOPMENT DEPARTMENT

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

COMMUNITY DEVELOPMENT DIRECTOR DATE

CITY ENERGY SERVICES DIRECTOR

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

CITY ENERGY SERVICES DIRECTOR DATE

CITY OF ELLENSBURG WATER COMPANY

I HEREBY CERTIFY THAT FOSTER SUBDIVISION - PHASE 1 FINAL PLAT HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLATTING.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20_____.

IRRIGATION DISTRICT DIRECTOR

MAYOR OF ELLENSBURG

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

MAYOR DATE

KITTITAS COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIES AGAINST THE PLATTED PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED. PARCEL NO. 396133.

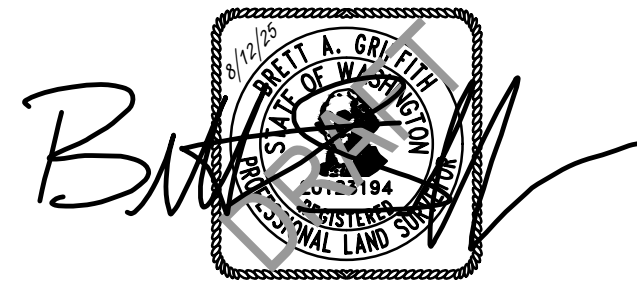
KITTITAS COUNTY TREASURER DATE

SURVEYOR'S CERTIFICATE

I, BRETT A. GRIFFITH, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON; THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF FOSTER DEVELOPMENT LLC IN DECEMBER, 2020; THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND ACTUALLY SURVEYED; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AS SHOWN; AND THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE.

I HEREBY CERTIFY THAT THIS MAP FOR FOSTER SUBDIVISION PHASE 1A, A PLAT COMMUNITY, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL BOUNDARIES (1) TO THE EXTENT DETERMINED BY PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

BRETT A. GRIFFITH
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 20123194



CITY OF ELLENSBURG PLAT #P21-039				
FIELD BK: 20-2788	X	CIVIL	SHEET NO. 1 OF 4	
DATE: 08/12/25		STRUCTURAL		
DRAFTED BY: BAG		SURVEYING		
REVIEWED BY: HAB		TRAFFIC		
		PLANNING	JOB NO. 20-2788	
		LANDSCAPE		
		OTHER		
WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227				

FINAL PLAT OF
FOSTER SUBDIVISION PHASE 1A

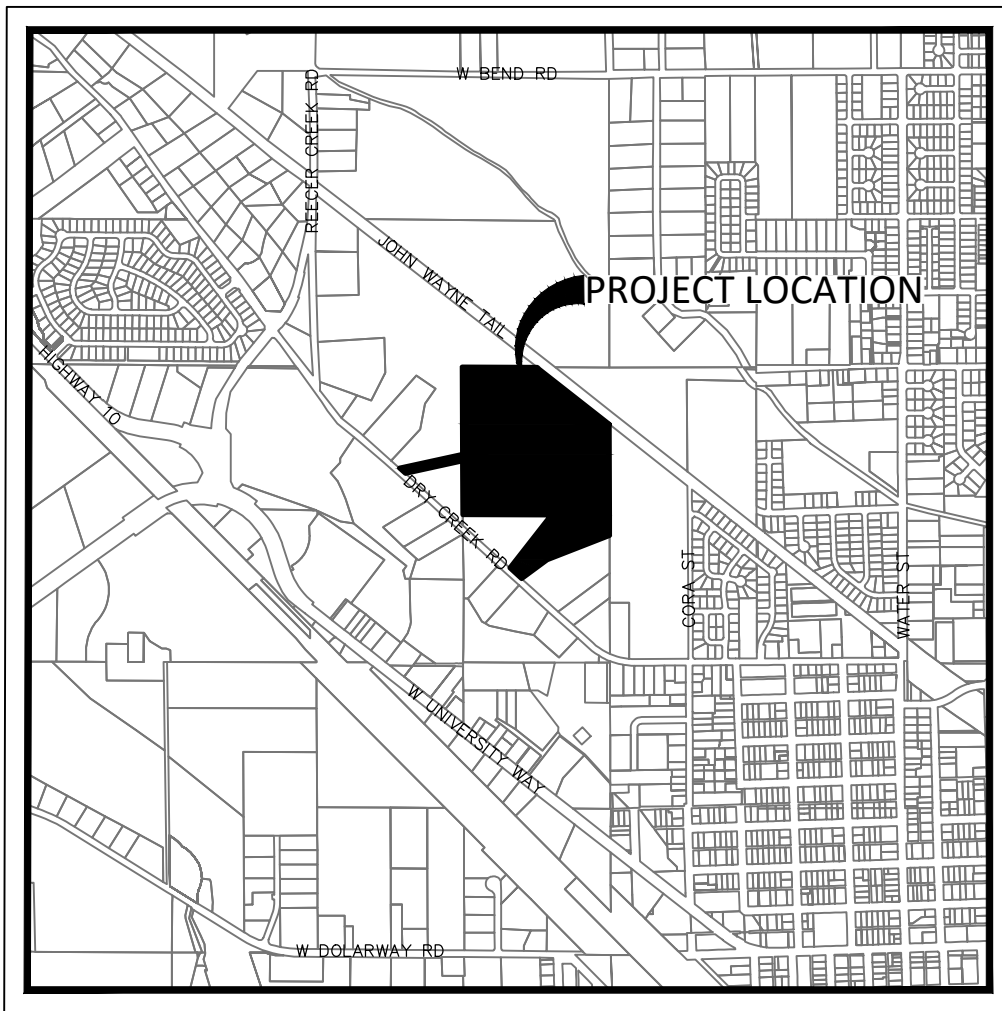
A PLAT COMMUNITY, AS DEFINED BY CHAPTER 64.90 R.C.W.

SITUATE IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, WILLAMETTE MERIDIAN
CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

KITTITAS COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ MINUTES
PAST _____ O'CLOCK _____ M; IN VOLUME _____ OF PLATS AT PAGE(S) _____
RECORDS OF KITTITAS COUNTY, WASHINGTON, AT THE REQUEST OF FOSTER DEVELOPMENT LLC.
AUDITOR'S FILE NO.: _____

KITTITAS COUNTY AUDITOR



VICINITY MAP: NOT TO SCALE

BASIS OF BEARING

THE ASSUMED BASIS OF BEARING USED FOR THIS PLAT IS N89°50'06"W BETWEEN FOUND MONUMENTS LOCATED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, WILLAMETTE MERIDIAN.

REFERENCES

- (R1) RIGHT OF WAY AND TRACK MAP CHICAGO, MILWAUKEE & ST. PAUL RY. CO.
SURVEYOR: A LODGE, A.F.N. V.WASH.1/45
(R2) O'HARE: VOL. 9 OF SURVEYS, PG. 54.
(R3) 81-04: VOL. "B" OF SHORT PLATS, PG. 42.
(R4) CRUSE JR.: VOL. 23 OF SURVEYS, PG. 2.
(R5) CRUSE JR.: VOL. 24 OF SURVEYS, PG. 112.
(R6) TALU: VOL. "F" OF SHORT PLATS, PG. 76.
(R7) CRUSE JR.: VOL. 29 OF SURVEYS, PG. 88.
(R8) CRUSE: VOL. 32 OF SURVEYS, PG. 201.
(R9) CRUSE: VOL. 44 OF SURVEYS, PG. 31.
(R10) LAND CORNER RECORDS: A) DOC. NO. 201812170028
B) DOC. NO. 199912150013
C) DOC. NO. 201910070042
D) DOC. NO. 202001290036

- (R11) UNRECORDED A.L.T.A. SURVEY BY DAVID COWELL DATED NOVEMBER 22, 2021
(R12) O'HARE: VOL. 9 OF SURVEYS, PG. 47.

EQUIPMENT & PROCEDURES

THIS SURVEY WAS PERFORMED USING A TOPCON "HIPER" R.T.K. G.P.S. SYSTEM & A 3-SECOND TOPCON GT-1003 ROBOTIC TOTAL STATION USING FIELD TRAVERSE PROCEDURES ACHIEVING MINIMUM CLOSURE STANDARDS PER W.A.C. 332-130-090 & W.A.C. 332-130-100. THE RELATIVE ACCURACY ACHIEVED HAS A CONFIDENCE VALUE MEETING STANDARDS PER W.A.C. 332-130-080 & W.A.C. 332-130-085.

TITLE INFORMATION

1. MATTERS OF RECORD PER SUBDIVISION GUARANTEE NO. 72156-48153944; ORDER NO. 571064AM; ISSUED BY AMERITITLE, LLC; PREPARED BY CHICAGO TITLE INSURANCE COMPANY; EFFECTIVE DATE: APRIL 25, 2025.
THIS PLAT MAY BE SUBJECT TO THE FOLLOWING:
A) EASEMENT FOR UNDERGROUND PIPELINE: INSTRUMENT NO. 88580
- FIRST AMENDMENT: A.F.N. 202204150035; RE-RECORDED A.F.N. 202206010025
B) EASEMENT FOR ELECTRIC POWER TRANSMISSION LINES: INSTRUMENT NO. 204185
C) EASEMENT FOR ELECTRIC POWER TRANSMISSION LINES & APPURTENANT SIGNAL LINES: INSTRUMENT NO. 204187
D) EASEMENT FOR IRRIGATION DITCHES: INSTRUMENT NO. 228655
E) ANNEXATION ORDINANCE: INSTRUMENT NO. 199712030004
F) EASEMENT FOR PRIVATE ROAD, UTILITIES & IRRIGATION: INSTRUMENT NO. 201901310034
- CONTAINS MAINTENANCE PROVISIONS
G) PURCHASE & SALE AGREEMENT: INSTRUMENT NO. 202106080047
H) EASEMENT FOR ROADWAY & UTILITIES: INSTRUMENT NO. 202204140044
I) MATTERS DISCLOSED BY SURVEY: INSTRUMENT NO. 202105140034

SURVEYOR'S NOTES

1. DATE OF W.C.E. SURVEY: JANUARY, 2021. REVISITED DECEMBER, 2022.
2. FENCES LOCATED ALONG PROPERTY LINES HAVE BEEN RECONSTRUCTED TO REMOVE ANY POSSIBLE ENCROACHMENTS PER (R11). THE LOCATION OF SAID FENCE LINES AT THE TIME OF THE FIELD SURVEY/BEFORE RECONSTRUCTION ARE SHOWN ON SHEETS 3 & 4.

CITY OF ELLENSBURG PLAT #P21-039

FIELD BK:	20-2788	CIVIL STRUCTURAL SURVEYING TRAFFIC PLANNING LANDSCAPE OTHER	SHEET NO. 2 OF 4
DATE:	08/12/25		
DRAFTED BY:	BAG		JOB NO. 20-2788
REVIEWED BY:	HAB		



LEGEND

- ◆ FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815", UNLESS NOTED OTHERWISE
△ FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 18078", UNLESS NOTED OTHERWISE
⬢ FOUND #5 REBAR WITH PLASTIC CAP OR NAIL WITH WASHER MARKED "WCE PLS 39573", UNLESS NOTED OTHERWISE
⊗ FOUND #5 REBAR WITH NO CAP, UNLESS NOTED OTHERWISE
⊕ FOUND 1/2" MAG NAIL WITH WASHER MARKED "LS 18078", UNLESS NOTED OTHERWISE
● FOUND 1/2" PIPE (INSIDE DIAMETER), UNLESS NOTED OTHERWISE
⊠ FOUND 2 1/2" BRASS CAP IN CONCRETE IN CASE MARKED "CITY OF ELLENSBURG STREET MON WCE PLS 20123194", UNLESS NOTED OTHERWISE
● SET #5 REBAR WITH PLASTIC CAP MARKED "WCE PLS 20123194" OR NAIL WITH WASHER MARKED "WCE-GRIFFITH 20123194", UNLESS NOTED OTHERWISE
□ CALCULATED POSITION (NOTHING FOUND OR SET)

✦ SECTION CORNER

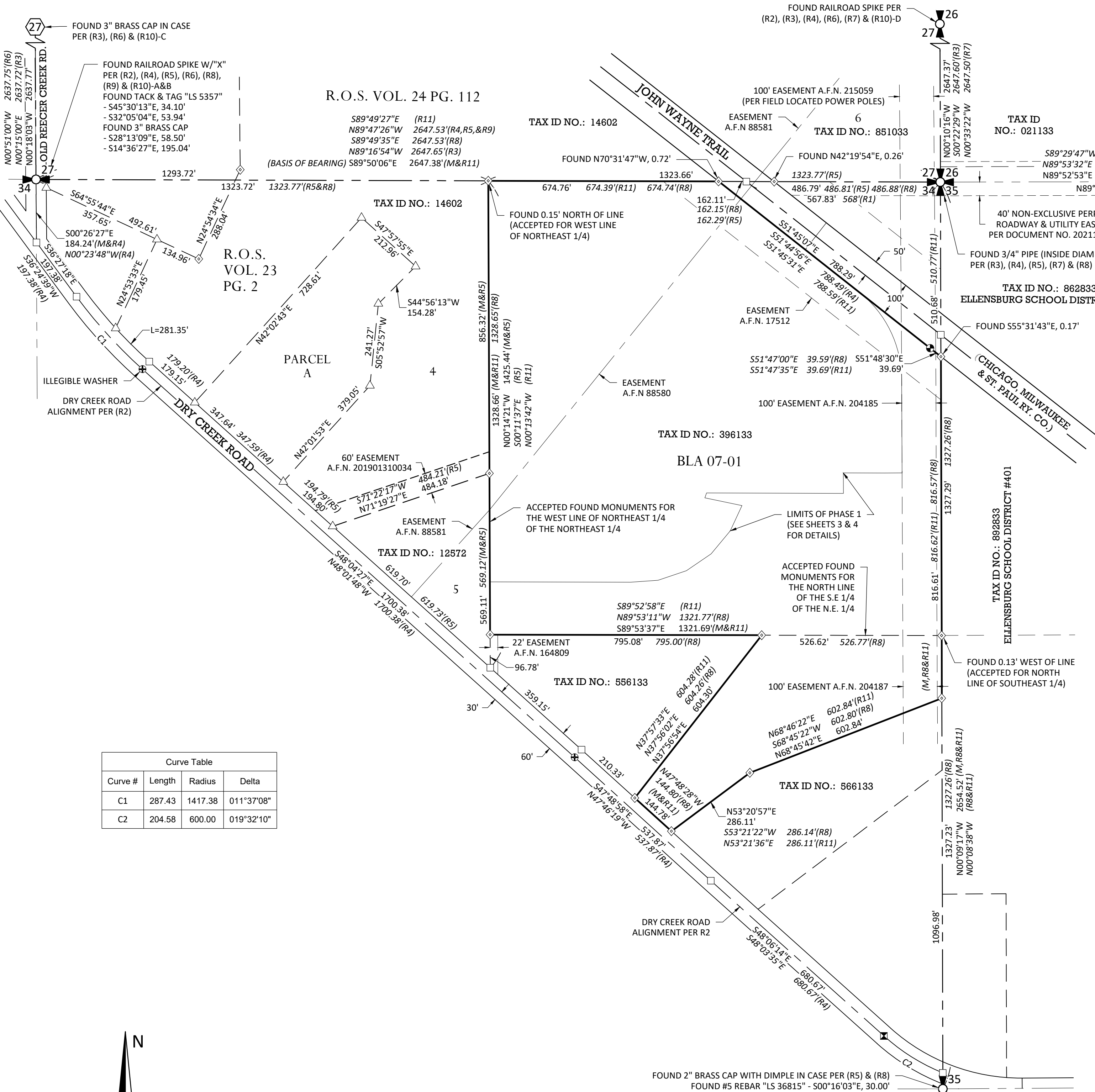
✦ SECTION QUARTER CORNER

⬢ CENTER SECTION CORNER

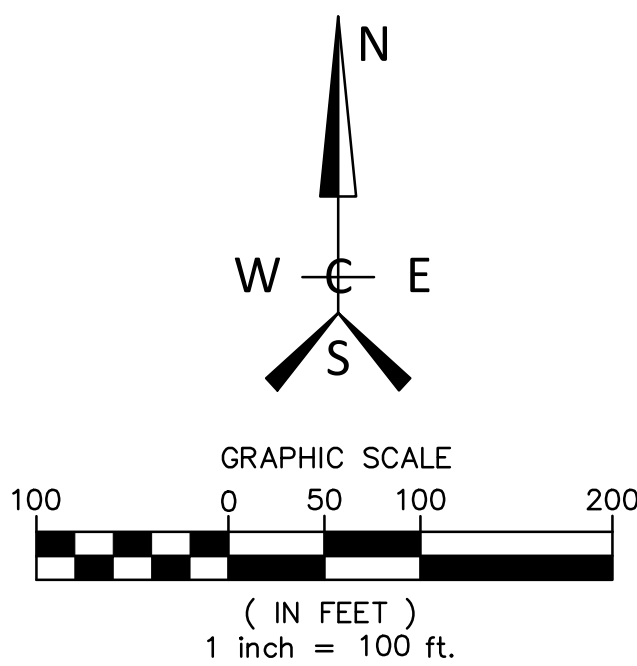
A.F.N. AUDITOR'S FILE NUMBER

ITALICS RECORD BEARING/DISTANCE

- SUBJECT BOUNDARY
— SECTION LINE
— CENTERLINE
— EXISTING RIGHT-OF-WAY
- - - - - EASEMENT
- - - - - EXISTING PARCEL LINES
* * * * * FENCE



Curve Table			
Curve #	Length	Radius	Delta
C1	287.43	1417.38	011°37'08"
C2	204.58	600.00	019°32'10"



FINAL PLAT OF
FOSTER SUBDIVISION PHASE 1A

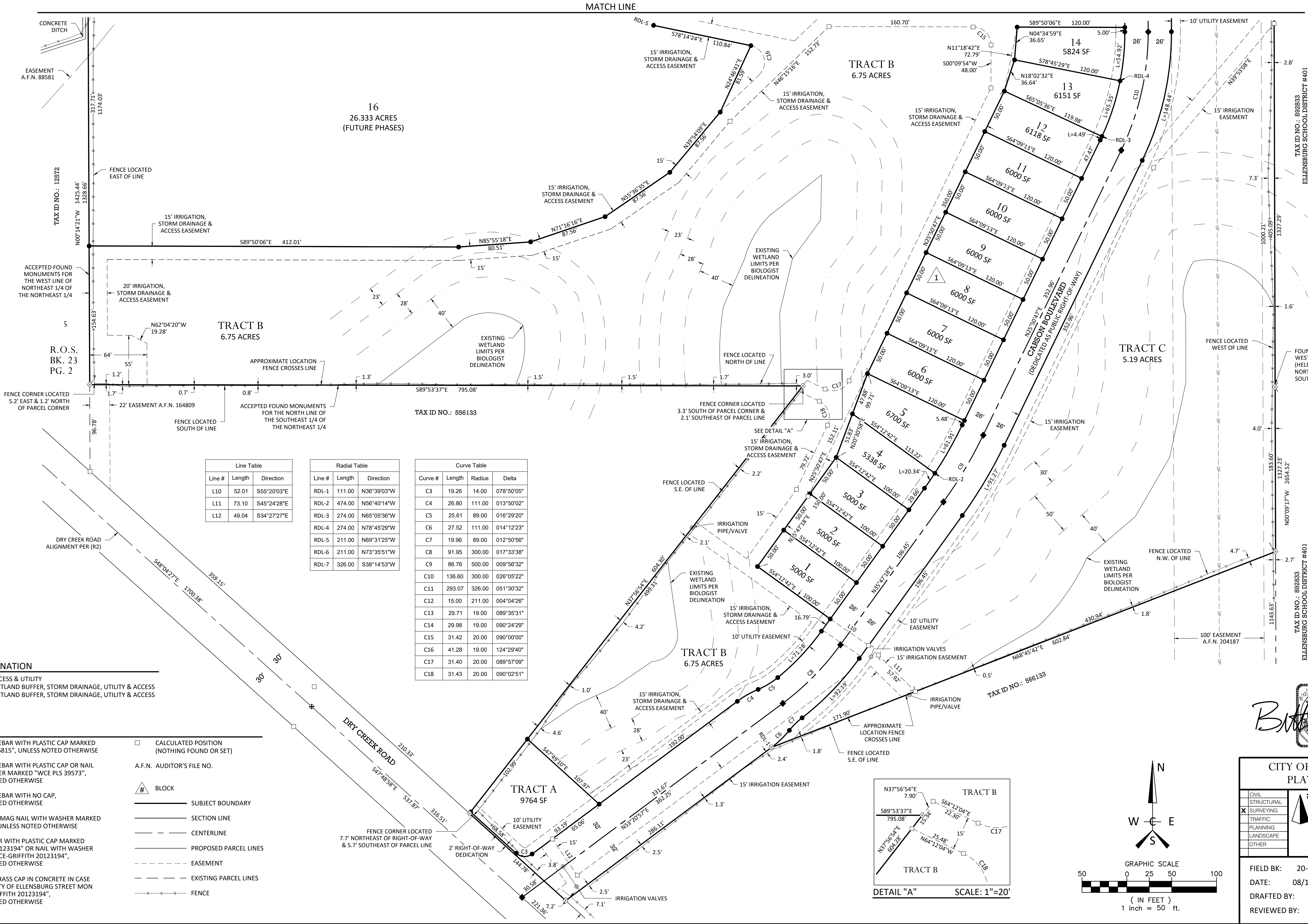
A PLAT COMMUNITY, AS DEFINED BY CHAPTER 64.90 R.C.W.

SITUATE IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, WILLAMETTE MERIDIAN
CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

KITTITAS COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ MINUTES
PAST _____ O'CLOCK _____ M.; IN VOLUME _____ OF PLATS AT PAGE(S) _____
RECORDS OF KITTITAS COUNTY, WASHINGTON, AT THE REQUEST OF FOSTER DEVELOPMENT LLC.
AUDITOR'S FILE NO.: _____

KITTITAS COUNTY AUDITOR



Line Table		
Line #	Length	Direction
L10	52.01	S55°20'03"E
L11	73.10	S45°24'28"E
L12	49.04	S34°27'27"E

Radial Table		
Line #	Length	Direction
RDL-1	111.00	N36°39'03"W
RDL-2	474.00	N56°40'14"W
RDL-3	274.00	N65°05'36"W
RDL-4	274.00	N78°45'29"W
RDL-5	211.00	N69°31'25"W
RDL-6	211.00	N73°35'51"W
RDL-7	326.00	S38°14'53"W

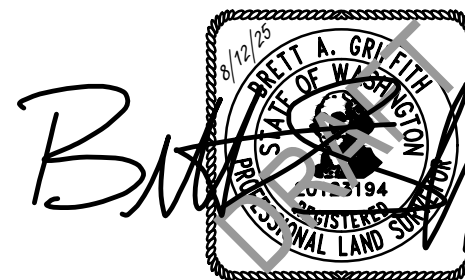
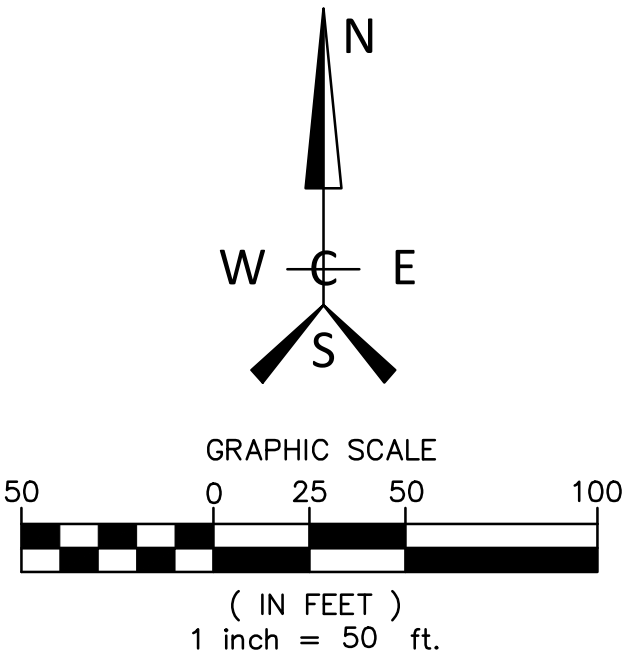
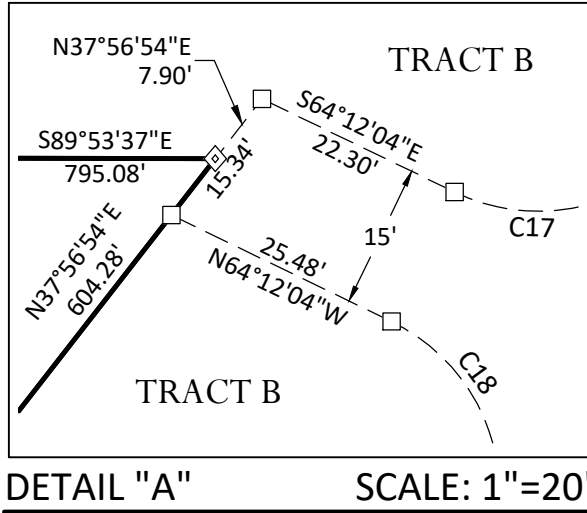
Curve Table			
Curve #	Length	Radius	Delta
C3	19.28	14.00	078°50'05"
C4	26.80	111.00	013°50'02"
C5	25.61	89.00	016°29'20"
C6	27.52	111.00	014°12'23"
C7	19.96	89.00	012°50'56"
C8	91.95	300.00	017°33'38"
C9	86.76	500.00	009°56'32"
C10	136.60	300.00	026°05'22"
C11	293.07	326.00	051°30'32"
C12	15.00	211.00	004°04'26"
C13	29.71	19.00	089°35'31"
C14	29.98	19.00	090°24'29"
C15	31.42	20.00	090°00'00"
C16	41.28	19.00	124°29'40"
C17	31.40	20.00	089°57'09"
C18	31.43	20.00	090°02'51"

TRACT DESIGNATION

TRACT A ACCESS & UTILITY
TRACT B WETLAND BUFFER, STORM DRAINAGE, UTILITY & ACCESS
TRACT C WETLAND BUFFER, STORM DRAINAGE, UTILITY & ACCESS

LEGEND

- FOUND #5 REBAR WITH PLASTIC CAP MARKED "CRUSE LS 36815", UNLESS NOTED OTHERWISE
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- CALCULATED POSITION (NOTHING FOUND OR SET)
- A.F.N. AUDITOR'S FILE NO.
- BLOCK
- SUBJECT BOUNDARY
- SECTION LINE
- CENTERLINE
- PROPOSED PARCEL LINES
- EASEMENT
- EXISTING PARCEL LINES
- FENCE



CITY OF ELLENSBURG
PLAT #P21-039

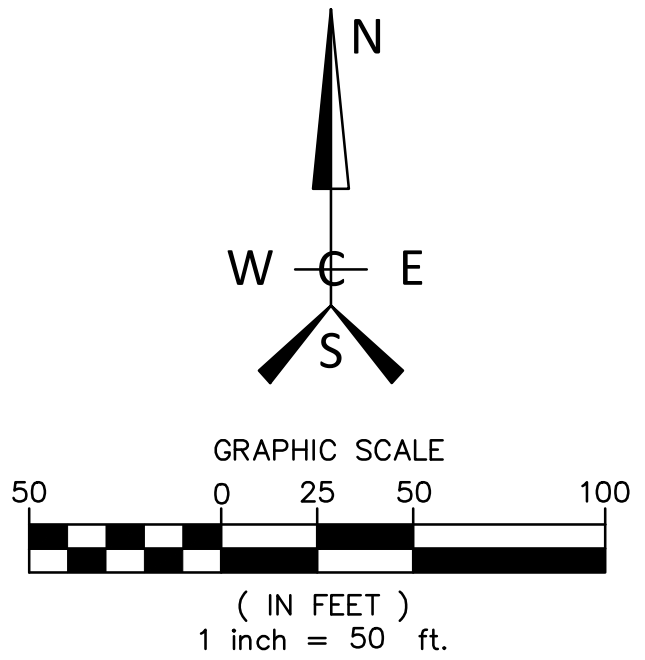
WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

FIELD BK: 20-2788
DATE: 08/12/25
DRAFTED BY: BAG
REVIEWED BY: HAB
SHEET NO. 3 OF 4
JOB NO. 20-2788

FINAL PLAT OF
FOSTER SUBDIVISION PHASE 1A
A PLAT COMMUNITY, AS DEFINED BY CHAPTER 64.90 R.C.W.
SITUATE IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, WILLAMETTE MERIDIAN
CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

KITTITAS COUNTY AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ MINUTES
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AUDITOR'S FILE NO.: _____

KITTITAS COUNTY AUDITOR

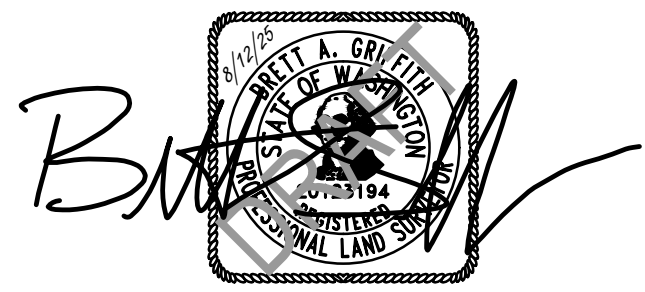


TRACT DESIGNATION

- TRACT A SANITARY SEWER, STORM DRAINAGE, IRRIGATION & ACCESS
TRACT B WETLAND BUFFER, STORM DRAINAGE, UTILITY & ACCESS
TRACT C WETLAND BUFFER, STORM DRAINAGE, UTILITY & ACCESS

LEGEND

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✚ SECTION CORNER
⊕ SECTION QUARTER CORNER
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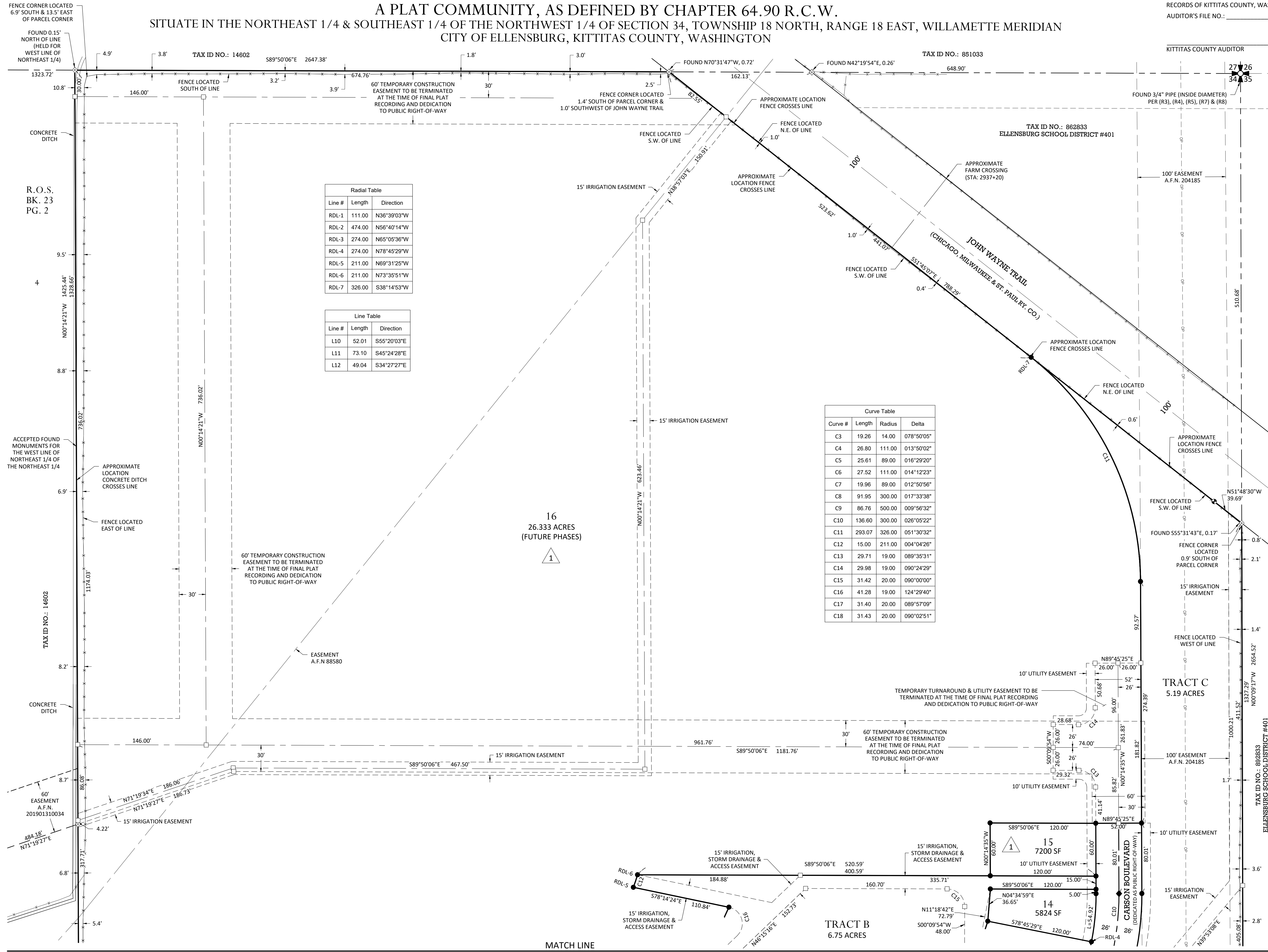


CITY OF ELLENSBURG
PLAT #P21-039

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

FIELD BK: 20-2788
DATE: 08/12/25
DRAFTED BY: BAG
REVIEWED BY: HAB

SHEET NO.
4 OF 4
JOB NO.
20-2788



Radial Table		
Line #	Length	Direction
RDL-1	111.00	N36°39'03\"W
RDL-2	474.00	N56°40'14\"W
RDL-3	274.00	N65°05'36\"W
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C15	31.42	20.00	090°00'00\"
C16	41.28	19.00	124°29'40\"
C17	31.40	20.00	089°57'09\"
C18	31.43	20.00	090°02'51\"



Final Subdivision Application

RECEIVED 7/2/25
COMMUNITY DEVELOPMENT
P25-071

PA-13
APPLICATION

Community Development Department

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

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

Application Fee: No application fee

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	7/2/25
Fee Total:	XXXX
FILE #:	P25-071
Associated Permit File #:	P21-039

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

Legal Owner Name(s):	Foster Development, LLC	Day Phone:	
Mailing Address:	21280 WA-410 E, BONNEY LAKE, WA, 98391		
E-mail:	MNOFFKE @ NOFFKEHOMES.COM	Cell Phone:	(206) 571-8202
*APPLICANT:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other Engineer		
Name:	Elliott Whipple	Day Phone:	509.893.2617
Mailing Address:	21 S Pines Rd., Spokane Valley, WA, 99206		
E-mail:	ewhipple@whipplece.com	Cell Phone:	
CONTACT PERSON:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other Surveyor		
Name:	Brett Griffith, P.L.S.	Day Phone:	509.893.2617
Mailing Address:	21 S Pines Rd., Spokane Valley, WA, 99206		
E-mail:	bgriffith@whipplece.com	Cell Phone:	
PROJECT INFORMATION:			
Parcel Number(s) of Site:	396133		
Site Address (if any):			

APPLICATION REQUIREMENTS:

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

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

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

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

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

Signature of Legal Owner:
(or Authorized Agent)



Date: 2/24/23

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF ELLENSBURG, WASHINGTON
approving the Final Plat of the Foster Subdivision Phase 1A (P25-071).

WHEREAS, on March 25, 2021, Elliott Whipple, agent for property owner filed a preliminary plat application (P21-039) for one hundred forty one (141) lots to be developed on approximately 43.16 acres of property located on Dry Creek Road, commonly referred to as the "Foster Subdivision"; and

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

WHEREAS, in accordance with Chapter 15.260 ECC, the Hearings Examiner held a public hearing on August 10, 2021, to review the proposed development, after which the Hearings Examiner forwarded a recommendation of approval with nine conditions to City Council, as evidenced in the adoption of the approved minutes; and

WHEREAS, the Owner submitted the Preliminary Plat to the City for review and consideration by Council at a duly-advertised closed record public hearing held on September 20, 2021; and

WHEREAS, based on the evidence and testimony presented at said public hearing, City Council conditionally approved the subdivision of the property to allow further residential development of said property as evidenced in the approved minutes of the Council meeting of September 20, 2021, and the adoption of Council Resolution No. 2021-28 on September 20, 2021; and

WHEREAS, per RCW 58.17.140, as this preliminary plat was approved after January 1, 2015 and is not subject to the Shoreline Management Act, the applicant has five (5) years to file for final plat approval, or until September 20, 2026; and

WHEREAS, the Owner submitted the Final Plat for Phase 1A of the Foster Subdivision to the City for review and consideration, and City of Ellensburg staff have found that the conditions of preliminary approval have been satisfied; and

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

WHEREAS, the Final Plat application was reviewed by City Council in a public meeting held on August 18, 2025; and

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

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

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

Section 2. The City Council finds that the conditions of preliminary plat approval for the Foster Subdivision final plat have been met and the requirements for recording the Phase 1A final plat have been satisfied.

Section 3. The final plat for the Foster Subdivision Phase 1A is approved and the Mayor, Community Development Director, Energy Services Director, and City Engineer are hereby authorized to inscribe and execute this approval on the face of the plat, which will then be recorded with the Kittitas County Auditor’s Office.

ADOPTED by the City Council of Ellensburg this 18th day of August, 2025.

Rich Elliott, Mayor

ATTEST:

Beth Leader, City Clerk



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Community Thanksgiving Interagency Agreement Between CWU and the City
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Authorize the City Manager to sign the interagency agreement between Central Washington University and the City for the Community Thanksgiving Dinner event, November 26, 2025.

Background/Summary:

For over 25 years, the Adult Activity Center has hosted the 'Community Thanksgiving Dinner', a free event for the entire community. The event is held at the Kittitas Valley Event Center the Wednesday before Thanksgiving. Typically, over 300 community members enjoy a free meal. Over the years, the City has partnered with a variety of local agencies, such as the Ellensburg Rotary Club to provide this program.

For the third year, the Central Washington University Dining & Catering Services, in their continued efforts to support the CWU vision and mission to "foster high impact practices, sustainability, and community partnerships that are grounded in meaningful relationships while also partnering with community efforts", has agreed to partner and support the Adult Activity Center with the 2025 Community Thanksgiving Dinner.

Previous Council Action:

NA

Analysis:

This agreement establishes the responsibilities associated with securing/purchasing the food, meal preparation, and delivery of the Community Thanksgiving Dinner.

Financial Impact:

The majority of funding for this event comes from donations through the Ellensburg Rotary and local businesses. The balance of expenses is absorbed into the Adult Activity Center operating budget.

Budget Adjustment: No

Attachments:

1. Agreement #17458

**INTERAGENCY AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
THE CITY OF ELLENSBURG**

THIS AGREEMENT is made and entered into by and between Central Washington University, hereinafter referred to as "CWU" and the City of Ellensburg, hereinafter referred to as the "City", under RCW Chapter 39.34, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT IS for CWU to support the City's Community Thanksgiving Event ("Event"), for the City to recognize CWU for the support provided, and for CWU to provide dining staff to prepare menu items for the Event to be held at the Kittitas Valley Event Center Armory ("Facility") on Wednesday, November 26, 2025 from 3:00 PM to 6:00 PM PST. The Event aligns with CWU Dining & Catering Services continued efforts to support the CWU vision and Mission to "foster high impact practices, sustainability, and community partnerships that are grounded in meaningful relationships while also partnering with community efforts.

The Event has been sponsored by the City of Ellensburg, Ellensburg Rotary, and a variety of other partners for over 25 years. Over 300 people, community members of all ages, are expected to enjoy this free sit-down Thanksgiving holiday meal alongside friends and family.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The parties shall furnish, at no cost to the other party, the necessary personnel, equipment, materials, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A", Statement of Work, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on November 26, 2025 and shall terminate upon the full performance of their mutual obligations hereunder.

INDEMNIFICATION

Each party to this Agreement shall be responsible for the acts or omissions of its own employees, officers, volunteers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended only by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

FORCE MAJEURE

Notwithstanding any other provision of this Agreement, either party may cancel this Agreement without obligation or liability to the other party in the event that it becomes impossible or impracticable for that party to perform its obligations hereunder by reason of force majeure beyond that party's reasonable control, including but not limited to fire, flood, earthquake, pandemic, or other acts of God, war, invasion, hostilities, rebellion, insurrection, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military. In the event of such cancellation, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of cancellation.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable

statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The contact for each of the parties shall be responsible for all communications regarding the performance of this Agreement.

The contact for Central Washington University: Dean Masuccio, Director, Dining & Catering, Central Washington University, 400 E University Way, Ellensburg WA 98926, 509-963-1332 (Office), 206-380-5167 (Cell), Dean.Masuccio@cwu.edu .

The contact for the City of Ellensburg: Parks and Recreation Department 509-962-7210,.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No previous communications between the parties, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

Attachment A -Statement of Work

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

CENTRAL WASHINGTON UNIVERSITY

CITY OF ELLENSBURG

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

ATTACHMENT A
Statement of Work

City of Ellensburg - Community Thanksgiving Event

The Parties Agree to the following:

- ***Mutual Obligations:***

- Ensure necessary items are sourced and made available to CWU for preparation.
- Coordinate food quantities to support meal preparation for all menu items necessary to serve over 300 people.
- CWU will not be required to purchase any product they are preparing, rather will receive directly from City of Ellensburg through their donation outreach.
- Ensure that all Washington State and Kittitas County Public Health Food Sanitation laws, rules, and regulations are met and followed and will obtain any permits and/or licenses required by the City and/or County.

- ***CWU obligations:***

- Partner with the City to coordinate the Event.
- Provide Dining/Catering staff to prepare menu items within CWU Dining kitchen space/s.
- Transport the prepared food to the Facility, set-up, and support guest services as a typical catering function, except CWU will not be required to purchase any goods, including but not limited to, ingredients, menu items, and/or utensils for the attendees to use in support of the Event. CWU Dining/Catering staff will prepare all food and will be present onsite to ensure portioning/plating of food is following all food safety requirements.
- Provide the kitchen equipment to keep hot prepared food at the proper temperature and the service wear for CWU Dining/Catering staff to use in the kitchen space(s) and on the buffet/service line at the Facility.
- Breakdown equipment and clean-up service line.
- Ensure that all CWU staff have valid Washington state food handlers' cards permitting their participation. CWU will not be providing volunteers for this event.
- CWU, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against CWU and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein.

- ***City of Ellensburg obligations:***

- Provide CWU Dining with all of the necessary food and supplies in support of menu offered.

- Deliver all food and supplies to CWU, at minimum 1 week in advance of event and ensure transportation of product meets all food safety requirements. Delivery location will be mutually agreed upon by both parties.
- Ensure that food is held at the correct and safe temperature in appropriate hot or cold holding equipment during the Event.
- Provide volunteers to support the Event.
- Ensure that all City staff and any volunteers have valid Washington state food handlers' cards permitting their participation. Should any such staff members/volunteers not have valid food handlers' cards, a City staff member with a valid food handlers card will supervise the staff members/volunteers and will ensure that they are following required protocols, including but not limited to, not handling ready to eat food with bare hands, ensure proper usage of gloves, and proper hand washing, etc.
- Ensure that all food donations will be required to come from food providers approved by the City and CWU (i.e., grocery and/or industrial food production facilities).
- Ensure that no personal and/or household donated products would be permitted.
- Ensure the sourcing of food is restricted and meets food safety requirements when received by CWU.
- Ensure necessary tables, power, access to kitchen, supplies, utensils for attendees to eat at the Facility, kitchenware not provided by CWU and the like, etc. are made available onsite at the event held at the Kittitas Valley Event Center Armory, with permitted access to CWU.
- Provide CWU with advance preparation time to support the preparation of donated food items received, which will take place within CWU Dining kitchen space/s.
- Ensure that CWU has access to the Kittitas Valley Event Center Armory, including day of, and prior to date of event, and as needed for CWU Dining to set-up in advance and prepare for the event.
- Agrees to recognize CWU in all marketing/advertising materials as an event supporter.
- Agrees to obtain, at their own expense, and keep in force the following insurance coverage until completion of this Agreement. The coverage and limits of insurance shall not be less than follows: Commercial General Liability with coverage for foodborne illness of not less than: \$1,000,000 per occurrence and \$2,000,000 aggregate. The aforementioned insurance requirements of the City shall be fulfilled by the City's membership and coverage in WCIA, a self-insured municipal insurance pool, with evidence of such membership provided to the CWU Contracts Office, 400 E. University Way, Ellensburg, WA, 98926-7480 or faxed to 509-963-1623.



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: City of Ellensburg 2025-2027 Biennium Consolidated Grant Agreement
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Authorize the City Manager to sign the 2025-2027 Consolidated Operating Grant Agreement, as attached or in substantially similar form.

Background/Summary:

The previous 2023-2025 Consolidated Operating Grant was approved and signed by the City Manager.

Previous Council Action:

Authorize the City Manager to sign the 2025-2027 Consolidated Operating Grant Agreement, as attached or in substantially similar form.

Analysis:

The City successfully submitted the grant application to WSDOT with an A rating. The City was awarded the requested amount and received the Consolidated Operating Grant Agreement. The signed agreement is due to WSDOT on August 30th.

Financial Impact:

Funds from the Consolidated Operating Grant will be used to fund the operations of the Ellensburg Central Transit Fixed Route service.

Budget Adjustment: No

Attachments:

1. PTD1043 City of Ellensburg ConsOp (City Edits 8.13)



WSDOT Contact: Rosenda Henley

WSDOT E-mail: rosenda.henley@wsdot.wa.gov

WSDOT Phone: 564-233-1107

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD1043	Grantee:	City of Ellensburg dba Central Transit 501 N Anderson St Ellensburg, WA 98926-3147
Term of Agreement	July 1, 2025 through June 30, 2027		
Vendor #	916001245		
UEI	SFRMWQVG79M5		
ALN # / ALN Name	20.509		
Indirect Cost Rate	No		
R & D	No		
Service Area	Kittitas County	Contact:	Ryan Lyyski
		Email:	lyyskir@ci.ellensburg.wa.us

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1 SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Sustain and preserve Ellensburg Central Transit's Fixed-Route Service.

UPIN # N/A

Scope of Work: Sustain fixed route service for the general public and vulnerable populations along with complementary ADA demand response service.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Rural Mobility	34.00%	\$918,000		\$918,000
FTA 5311	50.07%	\$1,352,000		\$1,352,000
Projected Grant Funds			\$0	\$0
Grant Funds	84.07%	\$2,270,000	\$0	\$2,270,000
Grantee's Funds	15.93%	\$430,000	\$0	\$430,000
Total Project	100%	\$2,700,000	\$0	\$2,700,000

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Federal Award Information

	FTA 5311	FTA 5311
Federal Award Identification #	WA-2025-052	TBD
Year	2025	2026
Federal Award Date	7/2/2025	TBD
Budget Period Start Date	12/21/2025	TBD
Budget Period End Date	3/30/2028	TBD
Period of Performance Start Date	7/2/2025	TBD
Period of Performance End Date	3/30/2025	TBD
Total WSDOT Apportionment	\$20,362,849	TBD
Amount Committed to the Subrecipient	\$752,000	\$600,000
Amount Obligated to the Subrecipient	\$752,000	

Section 2

Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1-Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4

Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5

General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6

GRANTEE's Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE's Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE's Funds.

Section 7
Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 9 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 20, and Section 27**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Anti – lobbying

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.
- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 10 Reports

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
 2. Project Service Hours Provided
 3. Project Revenue Service Miles Provided
 4. Narrative Progress Report
 5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and "Not In Good Standing" as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving future PT Rideshare grant funds in the next biennium.

Section 11 Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 12 No Obligation by the State Government

No contract between the GRANTEE and its subGRANTEES shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 13 Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 14 Ethics

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

Section 15 Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 16 Compliance with Laws and Regulations

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 17

Environmental and Regulatory Requirements

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 18

Accounting Records

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 19

Audits, Inspection, and Retention of Records

Submission of Proceedings, Contracts, Agreements, and Other Documents. During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its subGRANTEES pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 20

Labor Provisions

Overtime Requirements. No GRANTEE or subGRANTEE contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 21

Changed Conditions Affecting Performance

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 22

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Section 23

Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 24

Disputes

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE and the GRANTEE shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

- C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.
- D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- E. **Venue and Process** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 25

Termination

- A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
 2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
 3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources; or in the in the event of new or amended Federal Guidance in any form (including but not limited to Executive Order of the President), issued after the date of this Agreement, that the GRANTEE determines, in its sole discretion, is inconsistent with City code or otherwise contains material differences the City is not able to agree to.
 4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
 5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
 2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
 4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 27
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 28
Limitation of Liability

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subGRANTEES of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or subGRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or subGRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subGRANTEES and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 29

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

Section 30

WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

Section 31

Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 32

Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 33

Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 34
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 35
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

Section 36
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 37
Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the day and year last written below.

WASHINGTON STATE
DEPARTMENT OF
TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division I
WSDOT

Authorized Representative

Title

Print Name

Date

Date

EXHIBIT I

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipients of federal assistance under 49 U.S.C. Chapter 53 must submit annually or as part of their application for federal assistance. Recipient and Recipient's sub-recipient (s), GRANTEE(s), or subGRANTEE(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

The recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-30-november-2>

Note and comply with the following language stated under the master agreement:

"Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement."

Without limiting the foregoing, the following are some requirements applicable to transactions covered by this AGREEMENT

1. Changes to Federal Requirements

The GRANTEE shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The GRANTEE's failure to so comply shall constitute a material breach of this contract.

2. Civil Rights

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The GRANTEE, sub-recipient or subGRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The GRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the GRANTEE to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the GRANTEE from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the GRANTEE agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the GRANTEE agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the GRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., , and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The GRANTEE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the GRANTEE agrees to comply with any implementing requirements FTA may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the GRANTEE agrees to refrain from discrimination against present-and prospective employees for reason of age. In addition, the GRANTEE agrees to comply with any implementing requirements FTA may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the GRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the GRANTEE agrees to comply with any implementing requirements FTA may issue.

(3) The GRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3. Disadvantaged Business Enterprises

The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification

to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote, and report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a condition of Award, and Bids/Proposals may not be rejected or considered non-responsive on that basis.

4. ADA Access

The GRANTEE shall comply with the requirements of FTA C 4710.1 as applicable to this contract. Equal access and opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

5. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions in this Agreement. The GRANTEE shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Interlocal Agreement between City of Ellensburg and the State of Washington Central Washington University.
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Approve the Interlocal Agreement between City of Ellensburg and the State of Washington Central Washington University (CWU).

Background/Summary:

Since 2017, the City of Ellensburg has had an agreement with CWU to provide transit services to the University and the greater Ellensburg community. The parties determined compensation for accomplishing the work would be \$75,000 per year.

Previous Council Action:

The City Council has unanimously approved the Interlocal Agreements between the City of Ellensburg and CWU from 2017 through June 30, 2025.

Analysis:

The contracted funds from CWU are generated by student fees, which are used to provide transit services to the University and the Ellensburg community.

Financial Impact:

The financial impact on the City of Ellensburg is the receipt of funds to help support the fixed route service we provide the University and the Ellensburg community.

Budget Adjustment: No

Attachments:

1. AMENDMENT TO THE CWU AGREEMENT

Interlocal Agreement
between
City of Ellensburg and The State of Washington Central Washington University

This AGREEMENT made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg (“the City”), a municipal corporation, and Central Washington University (“CWU”), to provide public transit services for the University and the Ellensburg community.

WHEREAS, The City has determined that the University and the City of Ellensburg residents need public transportation services; and

WHEREAS, City Ordinance 4727 was approved by the Ellensburg City Council on June 6, 2016, exercising its authority as the governing board of the Ellensburg Transportation Benefit District, imposing a 0.2% sales and use tax commencing October 1, 2016, for the purpose of funding a public transportation system in accordance with the requirements of Chapter 36.73 RCW; and

WHEREAS, the City and CWU are parties to an Interlocal Agreement (“Agreement”) dated July 2, 2019, #2 dated 6-11-2021, #3 dated July 1, 2025; and

WHEREAS, the City has applied for funding through the Washington State Department of Transportation’s (WSDOT) Consolidated Grant Program for the needed service; and

WHEREAS, the City anticipates funding will be awarded to the City, and the City will act as a grant recipient overseeing the program and providing funding support for the program; and

WHEREAS, Section 7 of the Agreement provides that any amendments must be in writing and signed by the parties;

NOW, THEREFORE, the parties agree as follows:

“Term” is hereby extended from July 1, 2025 to December 31, 2025.

That portion of Section 4: 4.1 of the City’s RFP-17-047 that currently states on page 34 paragraph 4 titled Excess or Umbrella Liability states, “The Contractor shall provide excess or umbrella liability insurance coverage with limits of not less than \$10 million per occurrence and annual aggregate” is hereby replaced as follows:

The Contractor shall provide excess or umbrella liability insurance coverage with limits not less than \$5 million per occurrence and annual aggregate.

Except as specifically amended herein, all other provisions of the Agreement, as previously amended, remain in full force and effect.

CWU

CITY OF ELLENSBURG

Michael Rogel
Director of Strategic Contracting and Procurement

Heidi Behrends Cerniwey
City Manager

Approve as to form:

Attest

City Clerk

City Attorney

Exhibit A

Insurance Requirements:

1.1 General Requirements.

- 1.1.1 The Contractor shall procure and maintain insurance, as required in the Section and consistent with its Operating Agreement with the City, without interruption from commencement of the Contractor's work through the term of the Operating Agreement.
- 1.1.2 Contractor's maintenance of insurance, its scope for coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

1.2 Liability Limits. The Contractor is responsible to secure and maintain, at its own expense, the following types of insurance:

- 1.2.1 Commercial General Liability: The Contractor shall provide and maintain general liability property damage of \$1,000,000 combined single limit for any one occurrence. The insurance shall be at least as broad as ISO occurrence form CG0001 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISA CG 20 26.
- 1.2.2 Automobile Liability: The Contractor shall provide and maintain automobile liability
- 1.2.3 coverage for bodily injury and property damage to a combined single limit of \$1,000,000 for any one occurrence. Coverage shall be written on Insurance services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- 1.2.4 Workers Compensation: The Contractor shall provide coverage as required by the Industrial Insurance laws of the State of Washington.
- 1.2.5 Excess or Umbrella Liability: The Contractor shall provide excess or umbrella liability insurance coverage with limits of not less than \$5 million per occurrence and annual aggregate. The excess of Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

1.3 All insurance coverage required to be maintained or provided by the Contractor must be with insurance companies legally allowed to operate within the State of Washinton. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

1.4 Certificates of insurance (except unemployment insurance) are to be submitted to the City on an annual basis, or when expired, and immediately when carriers or coverage limits change.

1.5 All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages as listed above at any time during the duration of the project may result in immediate termination of contract.

From: [Daniel Carlson](#)
To: [Gretchen Delaford](#)
Subject: FW: [Ext] Re: Planning Commission Interviews
Date: Monday, August 4, 2025 10:50:50 AM
Attachments: [image001.png](#)

Gretchen,

This is what we have from Sigrid regarding the Planning Commission. She attended the meeting in July and announced it would be her last meeting.

Dan

From: Stacey Henderson <hendersons@ellensburgwa.gov>
Sent: Monday, August 4, 2025 10:46 AM
To: Daniel Carlson <carlsond@ellensburgwa.gov>
Subject: FW: [Ext] Re: Planning Commission Interviews

Apologies- I should of remembered this email chain sooner. I guess I was thinking for the record she would probably want a more formal resignation submitted.

Thanks,

Stacey Henderson (she/her)
Planning Manager | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
(509) 925-8608
hendersons@ellensburgwa.gov
<https://ellensburgwa.gov>



From: Sigrid <sigridmerecoia@gmail.com>
Sent: Friday, May 30, 2025 2:58 PM
To: Stacey Henderson <hendersons@ci.ellensburg.wa.us>
Subject: [Ext] Re: Planning Commission Interviews

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

Stacey,

You are so thoughtful!

If you have excellent candidates and they are ready to get started, I am more than happy to support that. I would like to at least be at one more to say good bye to everyone in June or July (just in case the June meeting doesn't happen).

Otherwise, I do not anticipate being in Ellensburg after mid-August.

***Sincere Regards,
Sigrid Davison***

On Fri, May 30, 2025 at 1:18 PM Stacey Henderson <hendersons@ci.ellensburg.wa.us> wrote:

Hello Sigrid!

I just wanted to check in with you, as a follow up to our discussion after last week's meeting.

This is in NO way a rush, we would love you on the Planning Commission for as LONG as we can have you.

That being said, I was wondering if you may know how many more meetings you would like to attend before resigning? The only reason I am asking, is because we held 3 interviews today for the vacant position, and two were excellent candidates. We would like to offer one of them the current position, and ask one of them if they would be open to starting this summer.

Anyways, if we can give them a rough timeline of when that may be, it would be helpful.

Thank you!

Stacey Henderson (she/her)
Planning Manager | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
(509) 925-8608
hendersons@ellensburgwa.gov
<https://ellensburgwa.gov>



From: [Daniel Carlson](#)
To: [Gretchen Delaford](#)
Subject: FW: Environmental Commission role
Date: Monday, August 4, 2025 10:39:57 AM

From: Jess Black <jess.black@ci.ellensburg.wa.us>
Sent: Sunday, August 3, 2025 2:45 PM
To: Kathy Boots <bootsk@ellensburgwa.gov>; Daniel Carlson <carlsond@ellensburgwa.gov>
Cc: Christina Wollman <christina.wollman@ci.ellensburg.wa.us>; Nancy Lillquist <lillquistn@ellensburgwa.gov>
Subject: Environmental Commission role

Kathy and Daniel,

I'm not able to stay in my role on the environmental commission.

I will attend the August 20 meeting, but will need to resign effective August 31, 2025.
Please let me know what steps I need to take.

Thank you,
Jess

[Ext] Re: Release: City to Hold Community Conversation Workshops to Discuss DEI

From Teresa F. Divine <francisjd2003@gmail.com>

Date Tue 8/12/2025 11:26 PM

To Nicole Klauss <klaussn@ellensburgwa.gov>

Cc Nancy Goodloe <goodloen@ellensburgwa.gov>; kandeecleary@outlook.com <kandeecleary@outlook.com>;
Tylene Carnell <justmetylene@gmail.com>

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

I am writing to let you know that I will be resigning from the commission. Thank you for the opportunity. I appreciate all that you all do for the community.

T.

On Tue, Aug 12, 2025, 10:00 AM Nicole Klauss <klaussn@ellensburgwa.gov> wrote:

Hello,

Please see the attached release: City to Hold Community Conversation Workshops to Discuss DEI. Let me know if you have any questions.

Nicole Klauss (she/her/hers)

Public Information Officer | **City of Ellensburg**

[501 North Anderson Street | Ellensburg, WA 98926](https://www.ellensburgwa.gov/)

P. (509) 925-8657

<https://www.ellensburgwa.gov/>



VOUCHER APPROVAL

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

Jerica Pascoe Digitally signed by Jerica Pascoe
Date: 2025.08.11 12:11:12 -07'00'

AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **18TH DAY OF AUGUST 2025**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	171093	TO	171262	\$ 701,364.55
EFT #'s	7552	TO	7574	\$ 1,360,695.94
Treasure Cash				Total Amounts
EFT #'S	1298	TO	1326	\$ 467,695.80
Check #'s	34399	TO	34403	\$ 5,627.38
Payroll Fund				Total Amounts
Check #'s	96461	TO	96468	\$ 15,776.54
Direct Deposits	87195	TO	87463	\$ 612,017.87

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

RESOLUTION NO. 2025-23

A RESOLUTION providing for the enforcement of the historic Ellensburg XX (Double Cross) ordinance.

WHEREAS, in years long past, Ellensburg did have an ordinance which at one time made it a misdemeanor for any resident of Ellensburg or Kittitas County to appear on city streets or in any public place in Ellensburg not properly garbed during the period prior to and the Labor Day Weekend of the Ellensburg Rodeo; and

WHEREAS, said ordinance specified at least three pieces of Western clothing be worn at all times in the business district or public places during the aforementioned period; and

WHEREAS, community interest and enthusiasm toward the Ellensburg Rodeo and Kittitas County Fair is rekindled every year to a high level; the Ellensburg Rotary Cowboys and other public-spirited groups and private citizens wish to see that spirit maintained;

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

Section 1. That the spirit of the ordinance, if not the letter of the law, be enforced by Special Deputies appointed by the Ellensburg Rotary Cowboys.

Section 2. That the effective date of the enforcement of the Ellensburg XX (Double Cross) ordinance shall be August through and including the Labor Day Weekend.

Adopted by the City Council of the City of Ellensburg this 18th day of August, 2025.

Mayor

Attest:

City Clerk



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) to adopt the 2025-2030 Transit Development Plan and accept the 2024 Annual Report (Public Comment Opportunity)

Submitted by: Betsy Dunbar, Transit Manager

Department: Public Works

Suggested Motion/Action:

Move to adopt the 2025-2030 Transit Development Plan and Accept the 2024 Annual Report as presented.

Background/Summary:

Per RCW 35.58.2795, all public transit agencies are required to prepare a six-year transit development plan outlining strategic goals and objectives to meet local, regional, and state long-range priorities and goals. The 2025-2030 Transit Development Plan and the 2024 Annual Report were unanimously accepted by the Public Transit Advisory Committee (PTAC) on July 15, 2025, which recommended the plan be submitted to the City Council for adoption. A Notice of Public Hearing was published in the official city newspaper and on the City and Central Transit websites.

Previous Council Action:

The 2024-2029 Transit Development Plan and the 2023 Annual Report were adopted by the City Council on July 15, 2024.

Analysis:

The Transit Development Plan covers 2025-2030 and the Annual Report is based on the 2024 calendar year. Highlights of the Transit Development Plan and the Annual Report will be presented at the Council Meeting.

Financial Impact:

There are no direct costs associated with the adoption of the Transit Development Plan as presented. Any projects included in the development plan which are not included in the current budget will be brought to council for budget authority prior to expenditure approval.

Budget Adjustment: No

Attachments:

1. 2025 - 2030 TRANSIT DEVELOPMENT PLAN AND ANNUAL REPORT - DRAFT

2025 - 2030 Transit Development Plan and 2024 Annual Report



Elensburg Central Transit

Elensburg, Washington

Date of Public Hearing:
Adopted:
Prepared by: Elensburg Central Transit Staff

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by emailing the Office of Equal Opportunity at wsdot.wa.gov or by calling toll free, 855-362-4 ADA (4232). Persons who have a hearing impairment may make a request by calling the Washington State Relay at 711.

Title VI Notice to Public: It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at 360-705-7090.

This document is submitted per the requirements of RCW 35.58.2795.

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Plan Adoption, Public Hearing and Distribution

Plan Adoption

The City of Ellensburg City Council adopted the 2025 - 2030 Transit Development Plan on August , 2025 at 7 PM at the City of Ellensburg's City Hall Council Chambers located at 501 N Anderson Street, Ellensburg, WA 98926.

Public Participation Process

The 2025 – 2030 Transit Development Plan was reviewed by the Public Advisory Committee on August , 2025 and recommended it be submitted to the Ellensburg City Council for approval.

Public Comment Period: August , 2025 – August , 2025

Comments Submitted to: transit@ci.ellensburg.wa.us

Betsy Dunbar, Transit Manager
501 N Anderson Street
Ellensburg, WA 98926

Public Hearing: The City of Ellensburg will hold a public hearing on the Transit Development Plan on August , 2025 at 7PM at the City of Ellensburg City Hall.

Notice Posed to Website: Ellensburg Central Transit posted a notice of the hearing on the Transit Development Plan to its website at www.centraltransit.org on August , 2025.

Notice Published in Local Paper: The Daily Record published a notice of the hearing on the Transit Development Plan on August , 2025.

Request for Paper or Digital Copies: Ellensburg Central Transit allowed the public to request a paper or digital copy of the Transit Development Plan on and after August , 2025 by emailing transit@ci.ellensburg.wa.us or by calling 509-925-8680.

Available to the Public for Review: Ellensburg Central Transit allows the public to view a copy of the draft Transit Development Plan at City Hall, 501 N Anderson Street, Ellensburg, WA 98926.

Plan Distribution

On August , 2025 Ellensburg Central Transit distributed the adopted Transit Development Plan to: WebGrants at wsdot.ptd.webgrantscloud.com

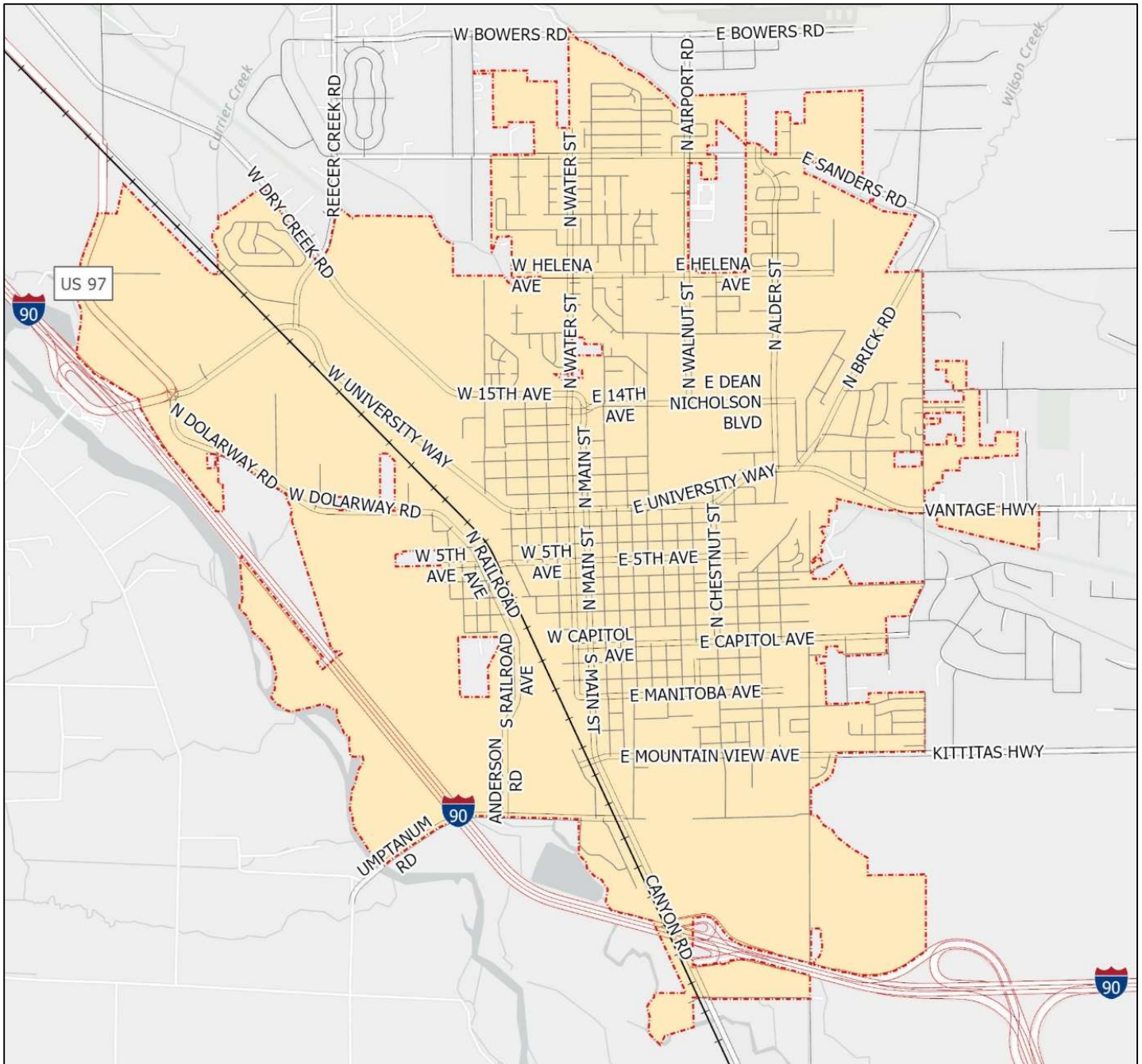
All cities, counties and regional transportation planning organizations within which Ellensburg Central Transit operates.

Description of Service Area, Operations and Facilities

Service Area

Ellensburg Central Transit is a rural public transit system serving the general public within the city limits of Ellensburg. Located just east of the Cascade Range at the junction of Interstate 90 and 82, Ellensburg is known as the most centrally located city in the State of Washington.

Exhibit A: City Limits of Ellensburg Map



Operations

Ellensburg Central Transit provides 6 accessible fixed routes, complimentary ADA paratransit services and a 24-7 non-emergency medical transportation service called Cabulance.

Fares and Holidays

All Ellensburg Central Transit services are Zero Fare.

Transit services operate year-around with the exception of the following holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Thanksgiving Day and Christmas Day.

Service information, route schedules and maps can be found on Ellensburg Central Transit's website at www.centraltransit.org.

Fixed Route

Ellensburg Central Transit operates 6 fixed routes daily between 6:55 AM to 8:15 PM. Ellensburg Central Transit's system maps show the locations of each route, the direction of bus movement, scheduled stops, on demand bus stops, bus shelters and transfer service points.

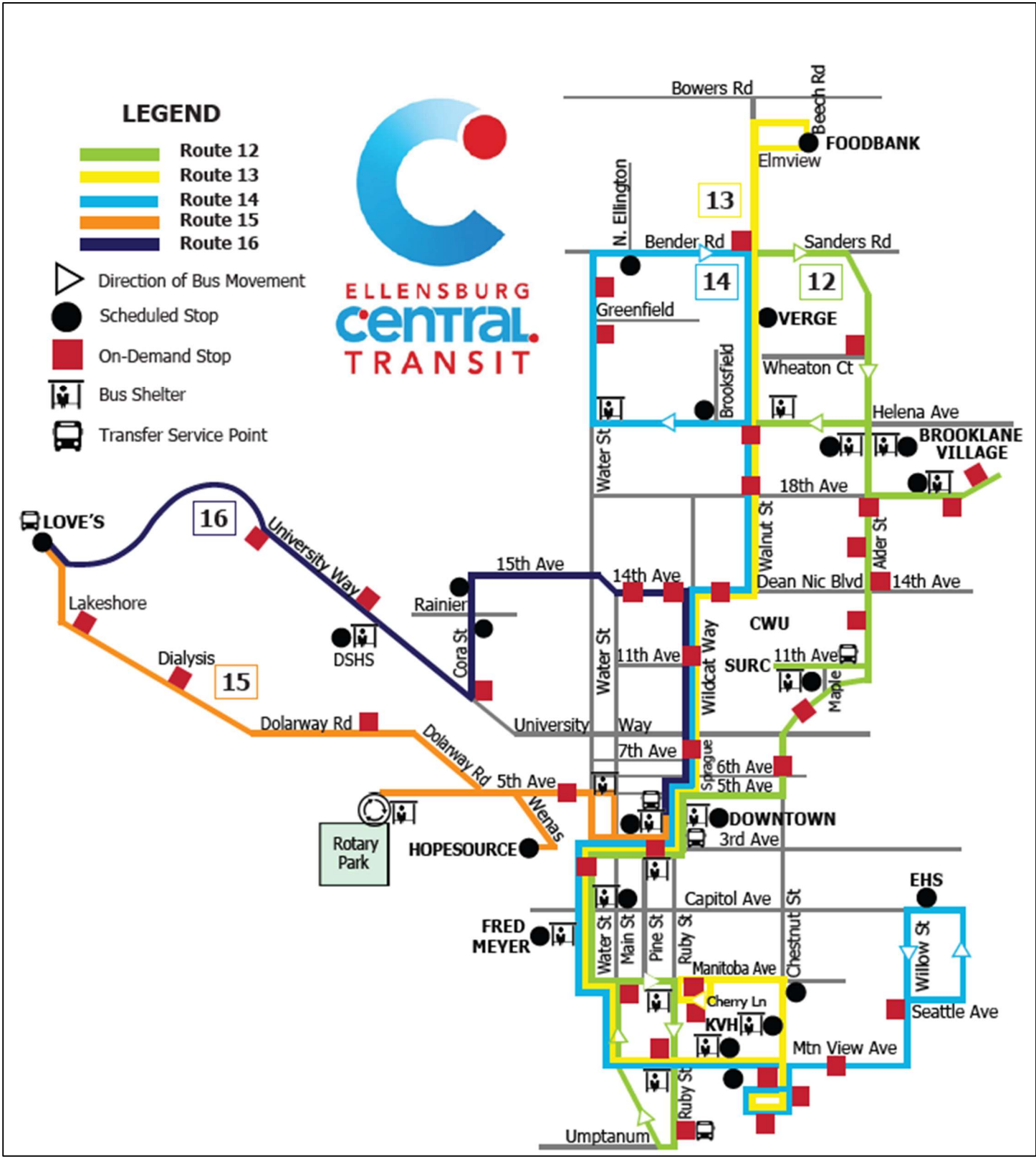
Exhibit B: Fixed Route Service



Route 12 A: 7:10 AM to 7:45 PM serves CWU and the north and south ends of the city.
Route 12 B: 7:40 AM to 8:15 PM serves CWU and the north and south ends of the city.
Route 13: 6:57 AM to 7:15 PM serving north to Elmview and south to KVH.
Route 14: 6:55 AM to 6:45 PM serving north to Bender and south to Ellensburg High School.
Route 15: 7:55 AM to 7:20 PM serving downtown and the southwest side of Ellensburg.
Route 16: 7:30 AM to 6:50 PM serving downtown and the northwest side of Ellensburg.

**All routes start and end downtown at 4th Avenue and Ruby Street.*

Exhibit C: Ellensburg Central Transit Full-Service Map



ADA Paratransit

In compliance with the Americans with Disabilities Act, Ellensburg Central Transit provides accessible door to door transportation services for individuals who, because of a disability, are unable to travel on Ellensburg Central Transit's fixed route service.

Exhibit D: ADA Paratransit Service



NEMT Cabulance

Ellensburg Central Transit's Non-Emergency Medical Transportation (NEMT) Cabulance service operates independently 24-7 to provide accessible non-emergency medical transportation for individuals within the city limits of Ellensburg to and from specific medical facilities as initiated by Kittitas Valley Healthcare and other contracted facilities.

Exhibit E: Cabulance Service



Connecting Washington

Connections with other transportation systems occur Monday through Friday with Yakima Transit at Umptanum and Ruby, Ellensburg Safeway and E. 11th Ave and Maple Street, HopeSource Transportation's Kittitas County Connector to and from Safeway in Ellensburg. Regional connections to other ground transportation include Greyhound, Flixbus, Travel Washington Apple Line which travels between Omak and Ellensburg and the Bellair Airporter Shuttle which connects with SeaTac International Airport and Amtrak.

Exhibit F: Ellensburg Central Transit Connections



Ellensburg Central Transit also connects passengers with many shared-use biking and pedestrian trails including the Palouse to Cascades State Park Trail.

Exhibit G: Shared-use Biking and Pedestrian Trails



Service Support

The City of Ellensburg provides support for HopeSource Transportation's County Wide Dial A Ride and Kittitas County Connector services. The city also provides support for Yakima Transit's Yakima-Ellensburg Commuter Service.

Contractor Facility

All the operational equipment is owned and maintained by HopeSource located at 606 W 3rd Avenue, Ellensburg, Washington 98926. Their transportation offices are located next door at 607 W 3rd Avenue.

EXHIBIT H: Contractor Location



Ellensburg Central Transit’s administrative offices are located at 501 N Anderson Street, Ellensburg, Washington.

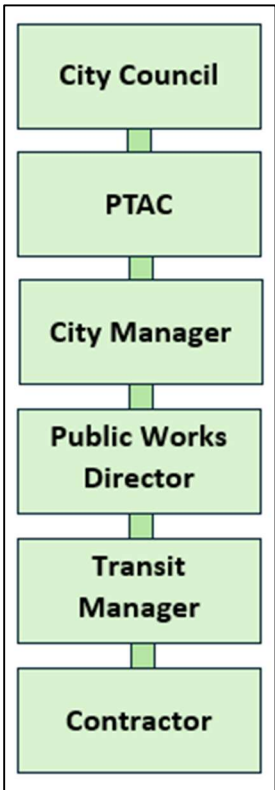
EXHIBIT H: Ellensburg City Hall



Organization

Ellensburg City Council is responsible for Ellensburg Central Transit’s operations. The Public Transit Advisory Committee provides an oversight of the transit system and reports to the City Council on those, and other elements as directed. The City Manager and Public Works Director also report to the City Council on Transit activities, policies and finances. The Transit Manager oversees and manages the administrative and operational activities of the Transit System.

EXHIBIT I: Organization Chart



State and Agency Goals, Objectives and Strategies

From 2025 to 2030, Ellensburg Central Transit will focus on the agency goals in table below. The table shows how Ellensburg Central Transit's local priorities align with state goals established in the Washington State Transportation Plan.

Through its mission, Ellensburg Central Transit strives to provide transportation opportunities to connect people to jobs and community which improves the quality of life in our community. To that end, Ellensburg Central Transit's proposed project and action strategies line up with the mission statement and the state's public transportation objectives.

The state's six policy goals are:

- **Economic Vitality:** To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy.
- **Preservation:** To maintain, preserve, and extend the life and utility of prior investments in transportation systems and services.
- **Safety:** To provide for and improve the safety and security of transportation customers and the transportation system.
- **Mobility:** To improve the predictable movement of goods and people throughout Washington State.
- **Environment:** To enhance Washington's quality of life through transportation investments that promote energy conservation, enhance healthy communities, and protect the environment.
- **Stewardship:** To continuously improve the quality, effectiveness, and efficiency of the transportation system.

For the Washington Transportation Plan, 2040 and Beyond visit:

<http://www.wtp2040andbeyond.com/>

State Goal Areas						
Goals, Objectives and Strategies	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Goal 1: Provide a safe, reliable and secure transit system for the public						
Objective 1.1: Emphasize the safety of Ellensburg Central Transit riders and citizens in all aspects of Ellensburg Central Transit operations.						
Ride the bus system regularly.		X	X	X		X
Survey passengers quarterly.		X	X	X		X
Coordinate with connecting services to ensure timely connections. Keep the information on 211 up to date and accurate.	X	X	X	X	X	X
Review WSTIP's Best Practices in the area of safety.	X	X	X			X
Objective 1.2: Ensure Contractor provides training for safe and secure experiences for all and to help eliminate preventable accidents.						
Ensure vehicle operator training occurs quarterly and operators are trained to proficiency in knowing the bus routes, operating the buses and proper use of the accessibility equipment including wheelchair and passenger securements on board the vehicles as well as all other safety requirements.	X	X	X	X		X
Review contractor's driver training records.	X	X	X	X		X
Objective 1.3: Enforce transit rules and establish a culture of excellent customer service.						
Post transit rider rules on the Ellensburg Central Transit Website.			X	X		X
Enforce transit rules and establish a consistency of service to riders in a safe and respectful manner. Provide Travel Training to individuals who need assistance navigating the bus system.			X	X		X
Goal 2: Provide Effective Transportation Services						
Objective 2.1: Create a positive transportation experience that is reliable, accessible, equitable, safe, secure and comfortable for all users.						
Routinely evaluate Ellensburg Central Transit's fixed route on-time performance using the performance module to gauge and improve route performance and schedule adherence.	X	X	X	X		X
Promote SMS & IVR navigation tools for vision-impaired passengers.	X	X	X	X		X

Provide timely, accurate and clear service alerts and updates to the public.			X	X		X
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State Goal Areas						
Goals, Objectives and Strategies	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Provide additional transit amenities to make riding transit more safe, convenient and comfortable.	X	X	X	X	X	X
Evaluate service coverage and re-route design standards to improve access for low-income, youth, families, aging adults and persons with limited mobility as needed. Improve and predict the movement of people throughout the city and state with multimodal connections and other accessible modes of transportation.	X	X	X	X	X	X
Objective 2.2: Improve service accessibility for non-motorized modes.						
Identify and complete a prioritized list of non-motorized access deficiencies at existing bus stops and bus shelters	X	X	X	X	X	X
Provide connecting services to pedestrian and biking trails	X	X	X	X	X	X
Objective 2.3: Create a living ADA Transition Plan for capital projects.						
Use Ellensburg Central Transit's ADA Transition Plan to plan capital projects in accordance with the requirements of Title II of the Americans with Disabilities act of 1990.	X	X	X	X	X	X
Goal 3: Financial Stewardship						
Objective 3.1: Operate an efficient cost-effective system.						
Maintain internal controls and compliance over public resources.		X				X
Continually review funding opportunities to leverage local resources.		X				X
Plan for future capital needs and costs escalations by maintaining a substantial reserve.		X				X
Continue to provide connections to other transportation services.	X	X		X	X	X
Strengthen coordination and integration of social services and transportation resources.	X	X		X	X	X

Set future goal to include deviated routes within Ellensburg as needed.	X	X		X	X	X
Goal 4: Community Partnerships and Transportation Choices.						
Objective 4.1: Cultivate partnerships throughout the community.						
Work with local agencies, schools, facilities and businesses regarding the benefits of using public transportation. Work with Social Services to ensure all passengers can safely use Ellensburg Central Transit services. Collect feedback received from passengers and community members.	X	X	X	X	X	X
State Goal Areas						
Goals, Objectives and Strategies	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Participate in outside committees, regional planning organizations and boards.	X					X
Continue to coordinate with the City's Public Works Department on planning and capital projects.	X	X	X			X
Participate in community events and partnerships which promote Ellensburg Central Transit services to the community.	X	X		X	X	X
Objective 4.2: Reduce fossil fuel consumption through the consideration of alternative fuel technology.						
Use the Ellensburg Central Transit Zero-Emissions Transition Plan as a guide to transition to alternative fuel vehicles and supportive infrastructure.	X	X		X	X	X
Support the procurement of alternative fuel transit vehicles as they become available.	X	X		X	X	X
Support the development of a zero-emissions infrastructure.	X	X		X	X	X
Support transportation services for large employers within the city limits.	X	X		X	X	X
Goal 5: Meet the requirements of the Americans with Disabilities Act						
Objective 5.1: Ensure Ellensburg Central Transit buses and amenities are ADA accessible.						
Use Ellensburg Central Transit's ADA Transition Plan to identify and schedule capital projects to improve safety and remove accessibility barriers.	X	X	X	X		X
Promote and provide ADA Paratransit services for those who qualify.	X	X	X	X		X

Participate in community events and the direct and indirect public marketing of paratransit services.	X	X	X	X		X
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Local Performance Measures and Targets

Performance Measure	Target
Technology Amenities	Provide additional apps and icons on the Ellensburg Central Transit website. Use and upgrade software to track on-time performance and reliability.
Passenger Amenities	Add additional bus shelters at active stops and vulnerable population locations. Add additional pullouts, ADA landings, seating and lighting to create convenient, safe locations for passengers to wait for the bus.
Connectivity	Improve non-motorized access deficiencies at existing bus stops and shelters.
Collisions	Encourage zero collisions and at fault vehicle and passenger accidents or incidents.
Alternative Fuels	Use the Zero-Emissions Transition Plan to support the transition to alternative fuel vehicles with a supportive infrastructure.
Transit Productivity	Fixed Route: Increase passenger count per revenue hour by 10-15%. Paratransit: Increase qualified passenger ridership by 5-10%.
Amenity State of Good Repair	Maintain all transit amenities within a state of good repair.
Service Coverage	Review and adjust routes when needed to ensure demographics in service areas within 0.5 miles of a transit stop serve priority populations.
Growth	Expand or add additional routes in community growth and development areas. Adjust to 30-minute routes.
Coordination	Work with other agencies and jurisdictions to coordinate a safe, accessible and integrated system of public transportation.

Plan Consistency

Ellensburg Central Transit actively participates in the planning of regional projects and policies which provide access to transportation, strengthens communities and promotes self-sufficiency and the general welfare of populations who have alternative transportation needs.

Regional Transportation Goals:

1. Sustain and expand transportation services to vulnerable populations, those who have transportation needs, and those living in overburdened communities.
2. Promote safe and accessible transportation services for people with alternative transportation needs by educating and advocating specific benefits to the consumers within communities as well as cross-jurisdictional communities.
3. Coordinate, expand, and link transportation with human service providers to accommodate the consumer's needs and efficiently utilize transportation resources.
4. Provide capital planning, construction, facilities, equipment, vehicles, and technology to improve mobility options.

The 2022 Human Services Transportation Plan can be found on the Quadco RTPO Website.
[QUADCO RTPO](#)

Planned Capital Changes

Table 1: 2025 - 2030 Overview of Planned Capital Changes

Year	Projects
Amenities and infrastructure	
2025	Bus shelters with artwork, bus pullouts, ADA landings, bus stop seating and lighting. Improve service accessibility and connections to non-motorized pathways and trails. Support the Ellensburg Central Transit Zero-Emissions Transition Plan. Support an intermodal transit station/hub.
2026	Bus shelters with artwork, bus pullouts, ADA landings, bus stop seating and lighting. Improve service accessibility and connections to non-motorized pathways and trails. Add Transit Signal Priority to stop lights along transit routes. Support a zero-emissions infrastructure. Support an intermodal transit station/hub.
2027 - 2030	Bus shelters with artwork, bus pullouts, ADA landings, bus stop seating and lighting. Improve service accessibility and connections to non-motorized pathways and trails. Support a zero-emissions infrastructure. Support an intermodal transit station/hub.

Planned Operating Changes

Table 2: 2025 - 2030 Overview of Planned Operating Changes

2025 – 2030 Projects	Reduction	Expansion/Improvement
As ridership patterns change, adjust routes to better serve passengers.		X
Work with a marketing company to promote Ellensburg Central Transit services to the community.		X
Implement transit services in areas with priority populations.		X
30-minute route times		X

As needed, adjust routes to provide transit services to new housing and business developments.		X
Adjust service times based on ridership analysis and algorithms.		X
Add or adjust services as community needs are identified.		X
Promote Ellensburg Central Transit services and technologies available through direct and indirect marketing outreach.		X
Update schedules, maps and brochures or bus booklets on a regular basis.		X

Multiyear Financial Plan

2025 -2030 Capital Improvement Program and Financial Assumptions

Ellensburg Central Transit’s capital improvement program includes the capital expenses identified in Table 3 below.

Retail sales tax collected in Ellensburg Central Transit’s public transportation benefit area is the primary revenue source. Other funding sources include support from Central Washington University, state operating grant funding, federal capital funding and other miscellaneous revenues.

Local Sales Tax revenue throughout the planning period in all years is based on recent averages.

Operating and capital grant funding is subject to federal and state funding opportunities.

Ellensburg Central Transit is responsible for all the required matching funds.

These system projects and improvements noted above are subject to change pending inputs from the City of Ellensburg’s Finance Department, the Public Transit Advisory Committee, and the Ellensburg City Council.

Table 3: 2025 - 2030 Capital & Operating Improvement Estimated Financial Plan

Capital Expenditure	2025	2026	2027	2028	2029	2030	FUTURE
Bus Shelters which include benches, trash receptacles, bike racks and solar lighting	120,000	120,000	60,000	60,000	60,000	60,000	60,000
Bench Seating	20,000	20,000	20,000	20,000	20,000	20,000	80,000
Bus Shelter Artwork	18,000	14,000	14,000	14,000	14,000	14,000	
Bus stop ADA improvements: ADA landing pads, bus stop bench seating, improved lighting	150,000	80,000	20,000	20,000	20,000	20,000	
Movement of bus stops and signage	5,000	5,000					
Improved service accessibility and connections to non-motorized pathways and trails		10,000	10,000	10,000	10,000	10,000	
Improved downtown bus hub with additional bus shelters, bench seating, large reader boards, overhead ceiling and lighting							1,000,000
Enhanced connections to other modes of transportation which include oversized turnouts, lighting and bus shelters		125,000	125,000				
Expanded Route times		200,000					
30-minute wait times on all routes		200,000	299,000				

Add additional route/routes							1,500,000
Matching Grant funds for gasoline fixed route buses		80,000		80,000			
Consultant Fee							50,000
Transit Signal Priority to stop lights along transit routes		250,000					
Propane Station and propane bus conversions							250,000
Matching Grant funds for zero-emissions buses							720,000
Chargers and Utility Infrastructure without grant funding							2,500,000
Chargers and Utility Infrastructure for matching grant funds							400,000
Travel Training Program for person with transportation needs over age 10 (students/residents)							50,000
Marketing	150,000	50,000	50,000	50,000	50,000	50,000	
Mill Pond Deviation							5,000
CPI Increases	2%						2 – 11%
Estimation to fulfill the full extent match of the awarded Consolidated Operating program							430,000
Total Estimated Capital Improvement Financial Plan	463,000	1,154,000	598,000	254,000	174,000	174,000	7,045,000 (minus CPI)

Table 4: 2025 - 2030 Operating Estimated Financial Plan

Operating Expenses	2025	2026	2027	2028	2029	2030
Administrative	498,000	508,000	519,000	530,000	540,600	551,000
Fixed Route	1,320,000	1,340,000	1,370,000	1,400,000	1,430,000	1,470,000
ADA Paratransit	21,000	22,000	23,000	24,000	25,000	26,000
NEMT Cabulance	69,000	70,400	71,800	73,200	74,600	76,100
Dial A Ride	82,313	82,313	82,313	82,313	82,313	82,313
Kittitas County Connector	44,000	44,000	44,000	44,000	44,000	44,000
Yakima-Ellensburg Commuter	20,000	20,000	20,000	20,000	20,000	20,000
Insurance	51,188	52,000	53,000	54,000	57,000	60,000
Marketing	150,000	20,000	20,000	15,000	15,000	15,000
Total Est. Expenses	2,255,501	2,158,713	2,203,113	2,242,513	2,288,513	2,344,413

Table 5: Operating and Maintenance Estimated Finance Plan

	2025	2026	2027	2028	2029	2030
2023 – 2025 PTD0617 Consolidated Grant Program – Operating	485,000	-	-	-	-	-
2023 – 2025 PTD0937 Special Needs Formula	8,436	-	6,999	-	-	-
2025 – 2027 Consolidated Grant Program	490,000	1,000,000	500,000	-	-	-
WSTIP	5,000	5,000	5,000	5,000	5,000	5,000
Transportation Services (ASCWU)	75,000	75,000	75,000	75,000	75,000	75,000
Interest Income	80,000	80,000	80,000	80,000	80,000	80,000
Local Sales Tax	1,470,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Total Revenues	2,611,436	2,660,000	2,166,999	1,660,000	1,660,000	1,660,000

*Grant funds are subject to future state and federal funding.

Note to Table 3, 4, and 5:

Figures are based upon the continuation of a fare free transit system, a robust sales tax and the continuation of federal and state funding. The Public Transit Advisory Committee continues to evaluate our current transit system to ensure equal access and to better serve the needs of the Ellensburg community.

2024 Annual Report

2024 Service Expenses

Central Transit Public Transit Service Expenditures thru 12-31-24	2024 Total
Total Administrative	371,459
Marketing	15,000
Insurance	45,361
Fixed Route	1,315,1068
ADA Paratransit	20,258
NEMT Cabulance	57,478
Yakima Transit Yakima-Ellensburg Commuter Service	20,000
HopeSource Dial a Ride Service	82,313
HopeSource Kittitas County Connector Service	44,000
Total Expenditures	1,985,991

2024 Ellensburg Central Transit Stats

SERVICE	1-WAY BOARDINGS	REVENUE MILES	REVENUE HOURS	GALLONS OF FUEL	ACCIDENTS	INJURIES
Fixed Route	117,871	240,829	21,462	34,857	0	0
Paratransit	166	653	114	107	0	0
Cabulance	200	409	225	113	0	0
Total	118,237	241,891	21,801	35,077	0	0
Supported HopeSource Services						
Dial A Ride	14,525	111,058	8,566	11,150	0	0
KCC	6,609	95,665	4,376	9,872	0	0
Total	21,134	206,723	12,942	21,022	0	0
Supported Yakima Transit Service						
Yakima Ellensburg Commuter	Off in Ellensburg	On in Ellensburg	-	-	-	-
Total	10,596	9,713	-	-	-	-

2024 Completed Transportation Improvements

53 curb ramp upgrades were completed
1 New Bus Stop at 5 th Avenue and Water Street was added.
31 ADA Capital Projects completed which included ADA landing pad improvements, bench seating and movement of some bus stops to ensure RCW compliance.

Improvement Examples

ADA Improvement at Alder & 18th Northbound



New Bus Stop at 5th & Water Street Westbound



2024 Benchmark

117,871 Fixed Route Riders resulting in the highest ridership in the history of the service.





Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4967 (2nd Reading) - Updating Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee Membership and Roles (Public Comment Opportunity)

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:

Move to conduct second reading of Ordinance 4967, approving changes to roles and memberships of the Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee (now Transportation Advisory Committee).

Background/Summary:

The City established thirteen boards and commissions that generally serve an advisory role for different aspects of local government services to the Council. It is responsible management practice to review and evaluate the roles, membership composition, and powers and duties of city boards, committees, and commissions periodically to ensure clarity and adapt to changing community and organizational conditions.

Previous Council Action:

- Ordinance 4292 created the Utility Advisory Committee in 2001. The chapter was amended by Ordinance 4405 in 2005.
- Ordinance 3713 § 1 created the Environmental Commission in 1990. The chapter was most recently updated in 2022, to revise the appointment processes and membership terms.
- The Public Transit Advisory Committee was created by Ordinance 4731 § 1 in 2016, and was updated in 2022.
- Council approved re-organization of the Public Works & Utilities Department which created separate Public Works and Energy Services Departments through the 2025-2026 Biennial Budget and further codified these changes in Ordinance 4955, adopted February 18, 2025.
- Resolution 2024-02 adopting the Sustainability and Energy Plan on January 16, 2024.
- Council adopted the Transportation Safety Action Plan on June 16, 2025.
- Council conducted first reading of Ordinance 4967 on August 4, 2025.

Analysis:

The City seeks to review and evaluate the roles, membership composition, and powers and

duties of City boards, committees, and commissions periodically to ensure clarity and adapt to changing community and organizational needs. City staff have consulted over the past year with the Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee to review current conditions and potential changes to roles and membership of each advisory body. The changes outlined in the Ordinance are the results of this collaborative work and come to the Council's consideration with recommendation for approval from each committee/commission. Changes outlined include:

Utility Advisory Committee:

- Remove requirement for representative of KITTCOM and one representative of the telecommunications utility customer and allow those positions to be representatives of energy services utility customers, including natural gas, light, or telecommunications
- Clarify that CWU administration will delegate their representative
- Clarify role of committee is generally focused on Energy Services Department utility policies and programs

Environmental Commission:

- Added definition of sustainability
- Designate accountability for actions adopted through sustainability and energy plan and other climate or environmental policies, including water resources, land use, waste reduction, and urban forestry (predominantly Public Works Department utility policies and programs)
- Specify advocacy role for sustainability goals around bicycle and active transportation elements
- Clarify that CWU administration will designate their representative
- Add Councilmember as voting member on the Commission (not just liaison)
- Change membership limit to one member (from two) living outside the City's Urban Growth Area

Public Transit Advisory Committee:

- Propose name change to Transportation Advisory Committee (TAC)
- Assign advisory and review role for transportation system by broadening the purpose and duties to include activities related to public transportation, especially complete streets and transportation system safety
- Add "Alternate" member from the community to serve in the absence of one or more committee members at any meeting, counting as a member for quorum requirements and voting (appointment process and term would follow regular membership)
- Add representative from Ellensburg School District (ESD), designated by ESD administration

Staff met with all impacted committees and commission over the past year to refine the proposed changes to the roles and memberships outlined in Ordinance 4967. Each body

advised on language and ultimately approved the content of their respective committee or commission changes and forwarded a favorable recommendation to Council:

- Utility Advisory Committee approved 6/18/25;
- Public Transit Advisory Committee approved at their special meeting on 6/24/25; and
- Environmental Commission approved 7/16/25

Financial Impact:

No financial impact is expected as a result of this ordinance. Staffing costs for all boards and commissions are included in the adopted 2025-2026 Biennial Budget.

Budget Adjustment: No

Attachments:

1. Ordinance 4967 - Environmental Commission UAC and PTAC Amendments-Second Reading 8-18-2025

ORDINANCE NO. 4967

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO UTILITY ADVISORY COMMITTEE, ENVIRONMENTAL COMMISSION, AND PUBLIC TRANSIT ADVISORY COMMITTEE, AMENDING SECTIONS 1.50.040, 1.50.080, 1.50.200, 1.60.040, 1.60.120, 1.60.280, AND AMENDING CHAPTER 1.84 OF THE ELLENSBURG CITY CODE.

WHEREAS, the City of Ellensburg (City) seeks to review and evaluate the roles, membership composition, and powers and duties of city boards, committees, and commissions periodically to ensure clarity and adapt to changing community and organizational needs; and

WHEREAS, the City of Ellensburg wishes to assign advisory and review role for transportation system by broadening the purpose and duties of the Public Transit Advisory Committee to include activities related to public transportation, especially complete streets and transportation system safety and rename as Transportation Advisory Committee; and

WHEREAS, the City of Ellensburg seeks to designate accountability for actions adopted through sustainability and energy plan and other climate or environmental policies to the Environmental Commission and designate advocacy role for sustainability goals, including bicycle and active transportation; and

WHEREAS, the City of Ellensburg seeks to revise membership composition of the Utility Advisory Committee with needs of energy utilities issues; and

WHEREAS, the Ellensburg City Council conducted first reading of Ordinance 4967 on August, 4, 2025.

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

Section 1. Section 1.50.040 of the Ellensburg City Code, as last amended by Section 17 of Ordinance 4883, is hereby amended to read as follows:

1.50.040 - Creation—Composition—Compensation.

~~There is created the utility advisory committee consisting of seven members. Two city council members and one representative from Central Washington University shall be members of the committee. Two members shall be customers of one or more of the city utility systems. Two additional members, who shall vote only on issues concerning the telecommunications utility as set forth in [Chapter 9.110](#) ECC, will include one representative from KITTCOM and one representative of the customers of the city's telecommunications utility. Terms shall be for three years. The committee members shall not receive compensation for their service.~~

- A. Two city council members;
- B. One representative from Central Washington University (CWU) and be designated by CWU administration;
- C. Four members shall be customers of one or more of the city utility systems (natural gas, light, and/or telecommunications);
- D. Terms shall be for three years.
- E. The committee members shall not receive compensation for their service.

(Ord. 4883 § 17, 2022; Ord. 4664 § 1, 2014; Ord. 4405, 2005; Ord. 4292, 2001)

Section 2. Section 1.50.080 of the Ellensburg City Code, as last amended by Ordinance 4405, is hereby amended to read as follows:

1.50.080 - Purpose.

The utility advisory committee is created for the purpose of providing a mechanism for the city council of Ellensburg to obtain the benefits of recommendations, advice, and opinions on those matters affecting city energy and telecommunication utility policy and operations from a committee which may devote the resources necessary for careful consideration of such matters and which will increase ~~citizen~~ customer participation and input to local government.

(Ord. 4405, 2005; Ord. 4292, 2001)

Section 3. Section 1.50.200 of the Ellensburg City Code, as last amended by Ordinance 4405, is hereby amended to read as follows:

1.50.200 - Powers and duties.

The powers and duties of the committee shall be as follows:

- A. To give advisory recommendations to the city council on matters relating to city energy and telecom utility policy and rates, infrastructure planning, and operations and all other matters as the city council may deem appropriate.
- ~~B. To adopt bylaws, rules and regulations consistent with the laws of the state of Washington for conducting the meetings of the utility advisory committee.~~

(Ord. 4405, 2005; Ord. 4292, 2001)

Section 4. Section 1.60.040 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 3713, is hereby amended to read as follows:

1.60.040 - Definitions.

Words used in this chapter shall have the following meanings:

Commission means the environmental commission.

Environment. The word "environment" and all derivative forms of the word shall include all of the conditions, circumstances and influences surrounding or affecting all living organisms and all natural resources and physical assets within the city limits.

Sustainability. The word “sustainability” refers to the practice of using resources responsibly to balance environmental protection, economic development, and social objectives to meet the needs of today without compromising the quality of life for future generations.

(Ord. 3713 § 1, 1990)

Section 5. Section 1.60.120 of the Ellensburg City Code, as last amended by Section 21 of Ordinance 4883, is hereby amended to read as follows:

1.60.120 - Creation—Membership—Compensation.

~~There is created an environmental commission consisting of seven members. The president of the Ellensburg High School environmental club shall be an ex officio member of the commission. Not less than four members shall be residents of the city of Ellensburg; no more than two of noncity may reside outside of the city's urban growth area. Two members of the commission may be under the age of 18. The commissioners shall not receive compensation for their services.~~

- A. One member of the city council;
- B. One environment/sustainability representative from Central Washington University (CWU) and be designated by CWU administration;
- C. Not less than four members shall be residents of the city of Ellensburg;
- D. No more than one member may reside outside of the City's urban growth area;
- E. Two members of the commission may be under the age of 18;
- F. The president of the Ellensburg High School environmental club shall be an ex officio member of the commission.
- G. The commissioners shall not receive compensation for their services.

(Ord. 4883 § 21, 2022; Ord. 4569 § 1, 2010; Ord. 4509 § 1, 2008; Ord. 3980 § 1, 1995; Ord. 3723 § 1, 1991; Ord. 3713 § 1, 1990)

Section 6. Section 1.60.160 of the Ellensburg City Code, as last amended by Section 22 of Ordinance 4883, is hereby amended to read as follows:

1.60.160 - Appointment—Terms.

~~Each member shall be appointed for a five-year term. The president of the Ellensburg High School environmental club shall be an ex officio member of the Ellensburg environmental commission.~~ The ex officio member is not subject to appointment, confirmation, or a set term.

Ordinance 4967 – UAC, Environmental Commission, & PTAC Updates (2nd reading 8-18-25)
Page 3 of 7

(Ord. 4883 § 22, 2022; Ord. 4711 § 2, 2015; Ord. 3980 § 2, 1995; Ord. 3723 § 2, 1991; Ord. 3713 § 1, 1990)

Section 7. Section 1.60.280 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4711, is hereby amended to read as follows:

1.60.280 - Powers and duties.

The commission shall have general powers and duties necessary to fulfill the express or implied purposes of this chapter and, within the framework of these purposes, the environmental commission shall:

- A. Serve in an advisory capacity to the city council, and accept referrals from the city council for study or such action as is directed by the city council, especially concerning designated sustainability elements such as water resources, land use, waste reduction, and urban forestry;
- B. Consider policies, projects, plans, and programs beneficial to the environment of the community and to consider matters affecting the City's water, sanitary sewer and stormwater systems;
- C. Propose policies and programs for consideration by the city council, and when authorized by the council, carry out these projects and programs;
- ~~D. Notify appropriate city departments in advance of meetings at which subjects will be discussed which may be of particular interest to that department, and provide information to staff outlining support of, or opposition to, subjects undergoing environmental review;~~
- ~~E.~~ D. Administer the water quality grant program in accordance with procedures authorized and approved by the city council;
- ~~E.~~ E. Advocate for sustainable activities Advise the city council on matters to promote bicycle use within Ellensburg, including bicycle and other active transportation modes.

(Ord. 4711 § 4, 2015; Ord. 3713 § 1, 1990)

Section 8. Chapter 1.84 of the Ellensburg City Code is hereby amended to read as follows:

CHAPTER 1.84 - ~~PUBLIC TRANSIT~~ TRANSPORTATION ADVISORY COMMITTEE

1.84.010 – Creation and purpose

1.84.020 – Terms—Composition

1.84.030 - Removal—Vacancy.

1.84.040 - Organization—Meetings—Quorum.

1.84.050 - Powers and duties.

1.84.010 - Creation and purpose.

There is created a ~~public transit~~ transportation advisory committee consisting of seven members. The purpose of the ~~public transit~~ transportation advisory committee is to oversee public transit and transportation system services in the city, including safety, infrastructure planning, the quality of services, providing direction for public information and education, developing and making recommendations on system improvements and funding, and reporting to council on those and other elements as directed.

(Ord. 4883 § 29, 2022; Ord. 4806 § 1, 2018; Ord. 4731 § 1, 2016)

1.84.020 - Terms—Composition—Compensation.

~~Members of the public transit advisory committee shall not receive compensation for their service.~~ Each member of the transportation advisory committee shall be appointed for a three-year term, and member representation is as follows:

- A. One city council member.
- B. A representative from Central Washington University (CWU) who shall represent the general interests of CWU and be designated by CWU administration.
- C. A representative of the Associated Students of Central Washington University (ASCWU) student government to serve a minimum of one year, whose term shall correspond to the terms of office of students elected to serve on the ASCWU student government.
- D. A representative of Ellensburg School District (ESD) who shall represent the general interests of ESD and be designated by ESD administration.
- ~~D. E. Four~~ E. Three community members.
- F. One alternate member from the community. In the absence of one or more committee members at any meeting, the alternate shall serve as a member for that meeting, including quorum requirements and voting.
- G. Members of the transportation advisory committee shall not receive compensation for their service.

(Ord. 4883 § 30, 2022; Ord. 4806 § 2, 2018; Ord. 4731 § 1, 2016)

1.84.030 - Removal—Vacancy.

Repealed by Ord. 4883.

(Ord. 4731 § 1, 2016)

1.84.040 - Organization—Meetings—Quorum.

Repealed by Ord. 4883.

(Ord. 4806 § 3, 2018; Ord. 4804 § 4, 2018; Ord. 4731 § 1, 2016)

1.84.050 - Powers and duties.

The powers and duties of the committee shall be as follows:

- A. To advise the city council on matters pertaining to infrastructure planning, the maintenance and operation, and improvements to ~~of~~ public transit and the complete street transportation system within the city.
- B. To develop and implement a community outreach program to educate the public concerning access to public transit and the city's transportation system and to identify unmet public transit system needs.
- C. To provide advice and recommendations to the city's transit provider, city council, and city staff concerning quality, effectiveness, ~~and efficiency,~~ and safety of the city's public ~~transit~~ transportation system.
- D. To report, at least annually, on the above to city council and on other such matters as they pertain to the city's public transit and transportation system, or on other such other matters as directed by city council, which shall be included as council agenda items.

(Ord. 4731 § 1, 2016)

Section 9. 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 10. 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 11. 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 August, 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. 4967 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4967 was published as required by law.

BETH LEADER



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4968 (2nd Reading) Traffic Code Revisions (Public Comment Opportunity)
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works

Suggested Motion/Action:

Move to conduct second reading and adoption of Traffic Code Ordinance 4968.

Background/Summary:

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

- ECC 8.10.020 No Parking
- ECC 8.12.020 Parking Restricted
- ECC 8.14.020 Timed Parking
- ECC 8.22.020 Disabled Parking
- ECC 8.30.020 Loading Zone Established

Previous Council Action:

First reading of Ordinance No. 4968 was held at the August 4th, 2025 regular Council meeting.

Analysis:

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

With completion of the remodel for Lincoln Elementary School south of Capitol Ave the Ellensburg School District has requested the following parking code revisions:

1. Relocate the school bus Parking Restricted area from Walnut St to Sampson St, limited to student drop-off and pickup times, to provide improved access to the school's main door,
2. Remove No Parking, Parking Restricted and Timed Parking restrictions to allow student drop-off and pick-up on Walnut St,
3. Remove the existing single Disabled Parking stall on Walnut St since it was replaced with two disabled parking stalls in the new school parking lot with closer access to the school, providing more on-street bus parking space.

Remove First Ave from the Loading Zone traffic code adjacent to Morgan Middle School

which was abandoned with the school remodel project,

Adjust No Parking and Parking Restricted areas on 3rd Ave to match existing signage adjacent to Valley View Elementary School.

Financial Impact:

No Fiscal Impact

Budget Adjustment: No

Attachments:

1. Ordinance 4968 - Traffic Code Updates 8-4-25

ORDINANCE NO. 4968

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTIONS 8.10.020, 8.12.020, 8.14.020, 8.22.020, AND 8.30.020 OF THE ELLENSBURG CITY CODE.

WHEREAS, Ellensburg School District is requesting an update to ECC 8.10.020, 8.12.020, 8.14.020, and 8.22.020 to revise on-street parking adjacent to Lincoln Elementary School following completion of remodeling of the school; and

WHEREAS, City staff is requesting an update to ECC 8.10.020, 8.12.020, and 8.30.020 to update on-street parking code to be consistent with existing parking adjacent to Morgan Middle School and Valley View Elementary School;

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

Section 1. Section 8.10.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4635, is hereby amended to read as follows:

8.10.020 - No parking—Designated places.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the following described streets or portion thereof:

Street name	Side	Location
Airport Road	West	From the centerline of Helena Ave. to a point 60 feet north of Helena Ave.
Alder St.	East	From 115 feet north of the centerline of Eleventh Ave. to a point 171 feet north of the centerline of Eleventh Ave.
Alder St.	East	From 232 feet north of the centerline of Eleventh Ave. to a point 329 feet north of the centerline of Eleventh Ave.
Alder St.	East	From a point 318 feet south of the centerline of Fourteenth Ave. to a point 373 feet south of the centerline of Fourteenth Ave.

Alder St.	East	From the centerline of Eighteenth Ave. to a point 120 feet south of the centerline of Eighteenth Ave.
Alder St.	West	From the centerline of Eleventh Ave. to a point 110 feet north of the centerline of Eleventh Ave.
Alder St.	West	From 392 feet south of the centerline of Eighteenth Ave. to 301 feet south of the centerline of Eighteenth Ave.
Alder St.	West	From a point 336 feet south of the centerline of Fourteenth Ave. to a point 429 feet south of the centerline of Fourteenth Ave.
Alder St.	West	From the centerline of University Way to a point 112 feet north of the centerline of University Way.
Anderson St.	Both	From Manitoba Ave. to Cherry Lane.
Anderson St.	West	From Fifth Ave. to Sixth Ave.
"B" St.	Both	From Fourteenth Ave. to Seventeenth Ave.
Canyon Road	Both	From the south city limits line to the centerline of Mountain View Ave.
Capitol Ave.	Both	Between Pearl St. and Water St.
Capitol Ave.	North	From a point one foot east of the centerline of Willow St. to a point 151 feet east of the centerline of Willow St.
Capitol Ave.	North	From a point 396 feet east of Willow St. to a point 514 feet east of Willow St.
Capitol Ave.	South	From a point 72 feet west of the centerline of Willow St. to Locust St.
Cherry Lane	North	From Anderson St. to Ruby St.
Cherry Lane	Both	From the centerline of Anderson St. to 430 feet east.

Chestnut St.	Both	From a point 200 feet north of the centerline of Fifth Ave. to a point 200 feet south of the centerline of Fifth Ave.
Chestnut St.	Both	From a point 200 feet north of the centerline of Third Ave. to a point 200 feet south of the centerline of Third Ave.
Chestnut St.	Both	From Seventh Ave. to Ninth Ave.
Chestnut St.	West	From a point four feet north of the centerline of Seattle Ave. north 229 feet.
Chestnut St.	West	From a point 108 feet south of the centerline of Seattle Ave. south 105 feet.
Chestnut St.	West	From the centerline of Eighteenth Ave. to a point 163 feet north of the centerline of Eighteenth Ave.
Chestnut St.	East	From Seattle Ave. to Manitoba Ave.
Chestnut St.	East	From the centerline of Eighteenth Ave. to a point 83 feet north of the centerline of Eighteenth Ave.
Chestnut St.	Both	From Mountain View Ave. to Hobert Ave.
Cora St.	East	From the centerline of University Way north to a point 220 feet north of the centerline of Rainier St.
Cora St.	Both	From a point 1,570 feet north of the centerline of Fifteenth Ave. to the north end of Cora St. including turnaround.
Cora St.	West	From the centerline of University Way north to a point 125 feet south of the centerline of Rainier St.
"D" St.	East	From University Way to 310 feet north of Eleventh Ave.
"D" St.	West	From University Way to Fourteenth Ave.
"D" St.	East	From the centerline of Fourteenth Ave. south 622 feet.

"D" St.	West	From the centerline of Seventeenth Ave. north 90 feet.
"D" St.	East	From a point 165 feet north of the centerline of Seventeenth Ave. to a point 320 feet north of the centerline of Seventeenth Ave.
"D" St.	East	From a point two feet south of the centerline of Seventeenth Ave. to a point 85 feet north of the centerline of Seventeenth Ave.
Eighteenth Ave.	North	From the centerline of Walnut St. to a point 117 feet east of the centerline of Walnut St.
Eighteenth Ave.	South	From a point 200 feet west of the centerline of "D" St. to a point 200 feet east of the centerline of "D" St.
Eleventh Ave.	Both	From west right-of-way of Maple St. to a point 200 feet west.
Eleventh Ave.	Both	From the centerline of Cora St. west to a point 290 feet west of the centerline of Cora St., including the turnaround 249 feet west of the centerline of Cora St.
Ellington St.	Cul-de-sac	Beginning at a point 572 feet north of the centerline of Idaho Ave.
First Ave.	South	Water St. to Kittitas St.
First Ave.	North	From a point 40 feet west to a point 40 feet east of the centerline of the alley between Pine St. and Pearl St.
First Ave.	North	From Sprague St. to Sampson St.
Fourteenth Ave.	Both	From 265 feet west of "D" St. to Alder St.
Fourteenth Ave.	North	From a point 105 feet east of the centerline of "B" St. to a point 167 feet east of the centerline of "B" St.

Fourteenth Ave.	South	From a point 49 feet west of the centerline of "B" St. to a point 35 feet east of the centerline of "B" St.
Greenfield Ave.	North	Between two points 580 feet to 640 feet west of the centerline of Alder St. including turnaround.
Helena Ave.	North	From a point 180 feet west of the centerline of Walnut St. to the centerline of Water St.
Helena Ave.	South	From a point 370 feet east of the centerline of Water St. to a point 182 feet east of Park Lane Ave.
Helena Ave.	South	From a point 126 feet east of the centerline of Yellowstone St. to the centerline of Walnut St.
Industrial Way	East	From Umptanum Road to a point 600 feet north of the centerline of Umptanum Road.
Industrial Way	West	From Umptanum Road to a point 492 feet north of the centerline of Umptanum Road.
Jackson Ave.	North	From Main St. to mid-block.
Jackson Ave.	South	From Main St. to Pearl St.
Landon Lane	Both	From Idaho Ave. to the north end of Landon Ln. including turnaround.
Lakeshore Way	Both	From Umptanum Road to Opportunity St.
Main St.	Both	From the centerline of Mountain View Ave. to the centerline of Second Ave.
Main St.	West	From the centerline of Capitol Ave. to the centerline of Second Ave.
Main St.	Both	From the centerline of University Way to a point 180 feet north of the centerline of University Way.
Main St.	Both	From Seventh Ave. to University Way.

Manitoba Ave.	South	From a point 75 feet east of Walnut St. to a point 182 feet east of Walnut St.
Manitoba Ave.	North	From Main St. to Water St.
Manitoba Ave.	South	From 138 feet west of the centerline of Main St. to Main St.
Mountain View Ave.	Both	From Main St. to Ruby St.
Mountain View Ave.	South	From the centerline of Bull Road to a point 85 feet east of the centerline of Bull Road.
Mountain View Ave.	North	From Maple St. to a point 116 feet east of the centerline of Viewridge Court.
Nanum St.	East	From Sixth Ave. to a point 52 feet south of the centerline of Sixth Ave.
Ninth Ave.	North	From Main St. to "D" St.
Opportunity St.	Both	From Umptanum Road to, and including, the cul-de-sac 1,750 feet south of Umptanum Road.
Park Lane Ave.	North	From the centerline of Regal St. to the centerline of Victor Place.
Park Lane Ave.	East	From the centerline of Abel Place north 200 feet.
Pearl St.	West	From Jackson Ave. to a point 144 feet south of the monument at Jackson Ave.
Pearl St.	West	From First Ave. to Second Ave.
Pearl St.	East	From a point 140 feet south of the centerline of Second Ave. to the centerline of Second Ave.
Pine St.	East	From Sixth Ave. to University Way.
Poplar St.	East	From a point 150 feet north from the centerline of Cliff St. continuing along the radius to a point 360 feet west of the centerline of Maple St. on the south side of Fourth Ave.

Prospect St.	East	From the centerline of Dolarway Road to a point 352 feet north of Dolarway Road.
Regal St.	West	From the centerline of Green Parks Drive south 90 feet.
Ruby St.	Both	From Umptanum Road to Mountain View Ave.
Ruby St.	East	From a point 198 feet north of the centerline of Seventh Ave. north to University Way.
Sampson St.	East	From a point 300 feet south of the centerline of Capitol Ave. to a point 400 feet south of the centerline of Capitol Ave.
Seventeenth Ave.	North	From a point 140 feet west of the centerline of "D" St. to "D" St.
Seventh Ave.	North	From a point 100 feet east of the east right-of-way of Anderson St. to a point 170 feet east of said right-of-way.
Seventh Ave.	North	From a point 150 feet west of the west right-of-way line of Walnut St. to a point 190 feet west of said right-of-way.
Seventh Ave.	South	From Pine St. west to the alley between Pine St. and Pearl St.
Sixth Ave.	North	From the alley west of Main St. to Water St.
Spokane Ave.	Both	From the centerline of Whitman St. to the centerline of Chestnut St.
Sprague St.	East	From University Way to a point 116 feet south of the curbline of University Way.
Sprague St.	East	From the centerline of First Ave. to a point 89 feet north of the centerline of First Ave.
State Route 97	Both	From the intersection of Dolarway Road and University Way north to city limits.

Tenth Ave.	North	From University Way to a point 215 feet west of University Way.
Third Ave.	Both	From Sampson St. to Anderson St.
Third Ave.	Both	From <u>Pfenning Road</u> to a point <u>2801,540</u> feet west <u>east</u> of the centerline of <u>Pfenning Road</u> Alder St. to the east end of Third Ave.
Third Ave.	North	From Water St. to the alley lying west of Water St.
Third Ave.	North	From Chestnut St. to a point 120 feet west of the centerline of Chestnut St.
Third Ave.	South	From Main St. to the alley lying west of Main St.
Third Ave.	South	From Alder St. to Sampson St.
Third Ave.	South	From a point 1,607 feet east of the centerline of Alder St. to a point <u>2,4751,921</u> feet east of the centerline of Alder St.
Third Ave.	North	From 175 feet east of the centerline of Third Ave. to a point 205 feet east of the centerline of Third Ave.
Third Ave.	North South	From a point <u>1,460813</u> feet east of the centerline <u>east curbline</u> of Alder St. to a point <u>1,645839</u> feet east of said centerline <u>east curbline</u> and from a point <u>1,9201,166</u> feet east of the centerline <u>east curbline</u> of Alder St. to a point <u>2,4751,186</u> feet east of said centerline <u>east curbline</u> .
Umptanum Road	Both	From Ruby St. to Lakeshore Way.
University Way	Both	From Maple St. to Brick Road.
University Way	Both	From Wenas St. to Chestnut St.
University Way	Both	From west city limits to the centerline of Wenas St.

Unnamed public right-of-way bordering north edge of Ellensburg Inn short plat	Both	From the centerline of Canyon Road to a point 320 feet east of the centerline of Canyon Road.
Vantage Highway	Both	From Brick Road to the east city limits line.
Walnut St.	Both	From Seventh Ave. to University Way.
Walnut St.	Both	From Dean Nicholson Blvd. to Eighteenth Ave.
Walnut St.	East	From the centerline of Helena Ave. to a point 60 feet south of the centerline of Helena Ave.
Walnut St.	West	From the centerline of Washington Ave. north to a point 103 feet north of the centerline of Washington Ave.
Washington Ave.	North	From Water St. to Kittitas St.
Water St.	Both	Helena Ave. to Ridgeview Lane.
Water St.	East	From Manitoba Ave. to a point 165 feet north of the centerline of Manitoba Ave.
Water St.	West	From a point 200 feet south of the centerline of Fourth Ave. to a point 102 feet south of the centerline of Fourth Ave.

(Ord. 4891 § 1, 2022; Ord. 4842 § 1, 2019; Ord. 4805 § 1, 2018; Ord. 4730 § 1, 2016; Ord. 4726 § 1, 2016; Ord. 4697 § 1, 2015; Ord. 4635 § 1, 2013; Ord. 4620 § 1, 2012; Ord. 4590 § 1, 2011; Ord. 4561 § 1, 2010; Ord. 4544 § 1, 2009; Ord. 4522 § 1, 2008; Ord. 4490 § 1, 2007; Ord. 4432 § 1, 2006; Ord. 4417 § 1, 2005; Ord. 4391, 2004; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4332, 2002; Ord. 4321, 2002; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4281, 2001; Ord. 4276, 2001; Ord. 4256, 2000; Ord. 4252, 2000; Ord. 4216, 1999; Ord. 4169, 1998; Ord. 4153, 1998; Ord. 4074, 1997; Ord. 4033 § 2, 1996; Ord. 3958 § 1, 1994; Ord. 3927 § 1, 1994; Ord. 3900 § 1, 1993; Ord. 3898 § 1, 1993; Ord. 3876 § 1, 1993; Ord. 3833 § 1, 1992; Ord. 3800 § 1, 1992; Ord. 3738 § 1, 1991; Ord. 3701 § 1, 1990; Ord. 3694 § 1, 1990; Ord. 3684 § 1, 1990; Ord. 3629 § 1, 1988; Ord. 3592 § 1, 1987; Ord. 3563 § 1, 1986; Ord. 3556 § 1, 1986; Ord. 3551 § 1, 1986; Ord. 3511 § 1, 1985; Ord. 3489 § 1, 1985; Ord. 3452 § 1, 1984; Ord. 3433 §§ 1, 2, 1984; Ord. 3424 § 1, 1984; Ord. 3416 § 1, 1983; Ord. 3405 § 1, 1983; Ord. 3387 § 1, 1983)

Section 2. Section 8.12.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4938, is hereby amended to read as follows:

8.12.020 Parking restricted—Times and days.

A. When signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days as posted upon any of the following described streets or portion thereof:

Street name	Side	Location	Description
Eleventh Ave.	South	From "C" St. to "D" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Fifth Ave.	Both	From Water St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Fifth Ave.	North	From Sprague St. to Anderson St.	No parking from 8:00 a.m. to 3:30 p.m. while school is in session.
First Ave.	South	From Ruby St. to Sampson St.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Fourth Ave.	North	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Fourth Ave.	South	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday, and Saturday.
Fourteenth Ave.	Both	From Main St. to "B" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Helena Ave.	South	From a point 950 feet west of the centerline of Walnut St. to a point 1,309 feet west of the centerline of Walnut St.	No parking between 8:00 p.m. and 6:00 a.m.

Main St.	Both	From University Way to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	East	From Capitol Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Main St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Pearl St.	Both	From University Way to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pearl St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pearl St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Pearl St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Pine St.	Both	From Sixth Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pine St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pine St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.

Pine St.	East	From a point 59 feet north of the centerline of Foster Ave. to a point 119 feet north of Foster Ave.	No parking between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays and holidays.
Pine St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
<u>Sampson</u>	<u>East</u>	<u>From 130 feet south of the centerline of Washington Ave. to Capitol Ave.</u>	<u>School bus parking 7:00 a.m. to 9:30 a.m. and 2:30 p.m. to 4:30 p.m. while school is in session.</u>
Second Ave.	South	From Pearl St. east to alley between Pearl St. and Pine St.	No parking between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays and holidays.
Seventh Ave.	Both	From Main St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Seventh Ave.	North	From Pine St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m.
Seventh Ave.	North	From Walnut St. to Chestnut St.	No parking between 2:00 a.m. and 6:00 a.m. except Sundays and holidays.
Seventh Ave.	South	From Walnut St. to Chestnut St.	No parking between 8:00 a.m. and 5:00 p.m. except Sundays and holidays.
Sixth Ave.	North	From Main St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Sixth Ave.	North	From the centerline of Poplar St. to a point 25 feet west.	City vehicle only parking between 7:00 a.m. and 4:00 p.m. Monday through Friday
Sixth Ave.	South	From Water St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.

Tenth Ave.	North	From "B" St. to a point 105 feet west of "D" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Third Ave.	North	From Anderson St. to Alder St.	No parking between 2:00 a.m. and 6:00 a.m.
Third Ave.	Both	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m.
Third Ave.	North	From Anderson St. to Alder St.	No parking whenever snow exceeds two inches.
Third Ave.	North	From the centerline of entrance to Valley View Elementary to a point 167 feet west.	No parking from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.
Walnut St.	West	From 125 feet north of the centerline of Washington Ave. to Capitol Ave.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Walnut St.	West	From the centerline of Washington Ave. to a point 190 feet south of the centerline of Washington Ave.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Water St.	East	From Manitoba Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m. Thursdays.
Water St.	East	From Second Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Water St.	West	From Manitoba Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m. Fridays.

B. When temporary signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days of locations as posted at the direction of the city engineer under the authority granted in WAC 308-330-265.

(Ord. 4860 § 1, 2020; Ord. 4779 § 1, 2017; Ord. 4730 § 2, 2016; Ord. 4620 § 2, 2012; Ord. 4590 § 2, 2011; Ord. 4544 § 2, 2009; Ord. 4522 § 2, 2008; Ord. 4490 § 2, 2007; Ord. 4453 § 1, 2006; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4332, 2002; Ord. 4312, 2002; Ord. 4281, 2001; Ord. 4167, 1998; Ord. 4101, 1997; Ord. 4033 § 1, 1996; Ord. 3916 § 1, 1994; Ord.

3873 § 1, 1993; Ord. 3832 § 1, 1992; Ord. 3826 § 1, 1992; Ord. 3677 § 1, 1990; Ord. 3631 § 1, 1988; Ord. 3623 § 1, 1988; Ord. 3592 § 2, 1987; Ord. 3564 § 1, 1986; Ord. 3452 § 2, 1984; Ord. 3430 § 1, 1984; Ord. 3387 § 2, 1983; Ord. No. 4938, § 1, 3-4-2024)

Section 3. Section 8.14.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4938, is hereby amended to read as follows:

8.14.020 Timed parking—Times and days.

When signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days as posted upon any of the following described streets or portion thereof:

Street name	Side	Location	Timed Restriction
Alder St.	West	From centerline of Eleventh Ave. to a point 155 feet south thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Capitol Ave.	North	From Ruby St. to Anderson St.	15-minute parking from 8:00 a.m. to 3:30 p.m. while school is in session.
Eleventh Ave.	North	From Alder St. to Maple St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Eleventh Ave.	South	From the centerline of Alder St. to a point 110 feet east of centerline of Maple St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Eleventh Ave.	South	From centerline of Alder St. to a point 135 feet west thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Fifth Ave.	Both	Water St. to Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Fifth Ave.	South	Pearl St. to the alley east of Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	Pearl St. to Pine St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	From alley east of Pearl St. to Pine St.	Three-hour parking from 12:00 noon to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	Main St. to Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	Main St. to the alley east of Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	From centerline of Sprague St. to the alley west of Sprague St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fourth Ave.	Both	Water St. to Ruby St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fourth Ave.	South	From Sprague St. west to the alley.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	Both	From the centerline of Third Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	West	From the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	East	From the centerline of Fifth Ave. to a point 121 feet north of the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Main St.	East	From a point 236 feet north of the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Nanum St.	West	From a point 42 feet south of the south right-of-way of Sixth Ave. to a point 120 feet south of the south right-of-way of Sixth Ave.	Two-hour parking from 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Okanogan St.	East	From a point 38 feet north to north right-of-way of University Way to south right-of-way of alley between University Way and Ninth Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	Between two points lying 124 feet to 146 feet south of the centerline of Fifth Ave. and between two points lying 188 feet to 210 feet south of the centerline of Fifth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Fourth Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From Fifth Ave. south to a point 124 feet south of centerline of Fifth Ave. and between two points lying 146 feet to 188 feet south of centerline of Fifth Ave. and between two points lying 210 feet to 311 feet south of centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Pearl St.	West	From the centerline of Fifth Ave. to a point 185 feet north.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the south right-of-way line of Third Ave. to a point 50 feet south thereof.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From a point 232 feet south of the south right-of-way line of Third Ave. south to Second Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the centerline of First Ave. to a point 175 feet north of the centerline of First Ave.	Three-hour parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From a point 175 feet north of the centerline of First Ave. to a point 200 feet north of the centerline of First Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	Between two points lying 212 feet south and 172 feet south of right-of-way line of Third Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From a point 212 feet south of the south right-of-way line of Third Ave. south to the centerline of Second Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Fourth Ave. to a point 90 feet south and from a point 115 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	Between two points lying 90 feet and 115 feet south of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.

Pearl St.	East	From the centerline of Fourth Ave. to a point 168 feet south and from a point 190 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Seventh Ave. to a point 145 feet north and from the centerline of Seventh Ave. south to Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	Between two points lying 146 feet and 190 feet south of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	West	From Second Ave. to a point 160 feet south of the centerline of Second Ave.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Pine St.	Both	From the centerline of Second Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pine St.	Both	The twelfth space north of the centerline of Third Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	East	The twelfth and thirteenth spaces north of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	West	From the centerline of Sixth Ave. to a point 100 feet south.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pine St.	West	From the centerline of Second Ave. to the centerline of Third Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Poplar St.	East	From the centerline of Seventh Ave. 180 feet north thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Ruby St.	West	From the centerline of Fifth Ave. to a point 95 feet south of Fourth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Ruby St.	East	From the centerline of Capitol Ave. to the centerline of First Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Ruby St.	West	From Third Ave. to a point 180 feet south thereof.	Three-hour parking from 8:00 a.m. to 6:00 p.m.
Sampson St.	East	From a point 40 feet south of the centerline of Capitol Ave. to 266 feet south of the centerline of Capitol Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Second Ave.	South	From Pine St. to a point 160 feet west of the centerline of Pine St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Seventh Ave.	North	From Anderson St. to Walnut St.	One-hour parking from 6:00 a.m. to 6:00 p.m. except Sundays and holidays.
Seventh Ave.	South	From centerline of Chestnut St. east to the termination of the Seventh Ave. right-of-way.	Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays.
Seventh Ave.	South	From Main St. east 120 feet to the alley.	One-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Seventh Ave.	North	From Water St. west 120 feet to the alley.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Sixth Ave.	North	From the centerline of Chestnut St. east to the centerline of Poplar St.	Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays.
Sixth Ave.	North	From a point 99 feet east of the centerline of Main St. to a point 150 feet east of the centerline of Main St.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	South	From Nanum St. west 120 feet to the alley.	Two-hour parking 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Sixth Ave.	South	From a point 120 feet east of the centerline of Main St. to a point 118 feet west of the centerline of Pearl St.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	South	From a point 123 feet west of the centerline of Water St. to a point 120 feet east of the centerline of Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	East	From Fifth Ave. to a point 146 feet north of the centerline of Fifth Ave.	15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	East	From a point 273 feet north of the centerline of Fifth Ave. north to Sixth Ave.	15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	West	From the centerline of Fourth Ave. to a point 160 feet south of Fourth Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	West	From centerline of Fifth Ave. to a point 160 feet north of the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Tacoma Ave.	North	From Water St. east to alley.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	North	Water St. to Pine St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	South	Water St. to Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	South	From a point 1,080 feet east of the east curbline of Alder St. eastward 65 feet.	Half-hour parking 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Third Ave.	South	From Pearl St. to alley east of Pearl St.	15-minute parking from 8:00 a.m. to 6:00 p.m.
Third Ave.	South	From Pine St. west to the alley.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays.
Water St.	East	From Capitol Ave. to First Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From a point 140 feet north of centerline of Washington Ave. to a point 240 feet north of centerline of Washington Ave.	Two-hour parking from 8:00 a.m. to 6:00 pm. except Sundays and holidays.
Water St.	West	From Fifth Ave. to a point 160 feet south of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Fifth Ave. to Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Water St.	East	From a point 177 feet north of centerline of Fifth Ave. to a point 217 feet north of centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From the centerline of Seventh Ave. to a point 130 feet north.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From a point 140 feet north of centerline of Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Tacoma Ave. to a point 140 feet south of centerline of Tacoma Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Third Ave. to a point 98 feet north of centerline of Third Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From a point 250 feet south of centerline of Third Ave. to Third Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Washington Ave. to First Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

(Ord. 4891 § 2, 2022; Ord. 4859 § 1, 2020; Ord. 4854 § 1, 2020; Ord. 4842 § 2, 2019; Ord. 4833 § 1, 2019; Ord. 4779 § 2, 2017; Ord. 4730 § 3, 2016; Ord. 4702 § 1, 2015; Ord. 4677 § 1, 2014; Ord. 4635 § 2, 2013; Ord. 4620 § 3, 2012; Ord. 4590 § 3, 2011; Ord. 4561 § 2, 2010; Ord. 4404, 2005; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4312, 2002; Ord. 4291, 2001; Ord. 4251, 2000; Ord. 4239, 2000; Ord. 4169, 1998; Ord. 4143, 1998; Ord. 4107, 1997; Ord. 4099, 1997; Ord. 4089, 1997; Ord. 4086, 1997; Ord. 4067 § 1, 1996; Ord. 4055 § 4, 1996; Ord. 4014 § 1, 1995; Ord. 4010 § 1, 1995; Ord. 3994 § 1, 1995; Ord. 3953 § 1, 1994; Ord. 3892 § 1, 1993; Ord. 3858 § 1, 1993; Ord. 3814 § 1, 1992; Ord. 3727 § 1, 1991; Ord. 3699 § 1, 1990; Ord. 3694 § 2, 1990; Ord. 3627 § 1, 1988; Ord. 3613 § 1, 1988; Ord. 3612 § 2, 1988; Ord. 3607 § 1, 1987; Ord. 3606 § 1, 1987; Ord. 3577 § 1, 1987; Ord. 3552 § 1, 1986; Ord. 3540 § 1, 1986; Ord. 3517 § 1, 1985; Ord. 3508 § 1, 1985; Ord. 3452 § 3, 1984; Ord. 3424 § 2, 1984; Ord. 3387 § 3, 1983; Ord. No. 4938, § 2, 3-4-2024)

Section 4. Section 8.22.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4921, is hereby amended to read as follows:

8.22.020 Disabled parking.

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

Street name	Side	Location
Alder St.	West	From 155 feet to 175 feet south of the centerline of Eleventh Ave.
"B" St.	West	From 590 feet north to 627 feet north of the centerline of Eleventh Ave.
Fifth Ave.	North	From 45 feet west of the centerline of Pine St. to a point 78 feet west of the intersection of Pine St.
Fifth Ave.	South	From 25 feet east to 47 feet east of the east right-of-way line of Pearl St.
Fourth Ave.	South	The westernmost space between Water St. and Main St.
Fourth Ave.	North	The easternmost space between Water St. and Main St.
Fourth Ave.	North	The easternmost space between Main St. and Pearl St.
Fourth Ave.	South	The westernmost space between Pearl St. and Pine St.
Fourth Ave.	South	The westernmost space between Pine St. and Ruby. St
Fourth Ave.	South	The easternmost space between Pine St. and Ruby St.
Fourth Ave.	North	The easternmost space between Pine St. and Ruby St.

Fourth Ave.	South	From a point 108 feet east of the centerline of Sprague St. to a point 130 feet east of said centerline.
Main St.	East	From 153 feet north to 198 feet north of the centerline of Second Ave.
Main St.	West	From 137 feet south to 168 feet south of the centerline of Sixth Ave.
Main St.	West	The northernmost space located between Fourth Ave. and Fifth Ave.
Nanum St.	West	From a point on the south right-of-way of Sixth Ave. to a point 20 feet south of the south right-of-way of Sixth Ave.
Pearl St.	East	From 192 feet north to 214 feet north of the centerline of Manitoba St.
Pearl St.	West	From 115 feet south to 139 feet south of the centerline of First Ave.
Pearl St.	East	The eleventh and twelfth spaces north of First Ave.
Pearl St.	West	The southernmost space between Third Ave. and Fourth Ave.
Pearl St.	East	The southernmost space between Fourth Ave. and Fifth Ave.
Pearl St.	East	From a point 221 feet north to a point 239 feet north of the centerline of Jackson St.
Pine St.	West	From 108 feet south to 130 feet south of the centerline of First Ave.
Pine St.	West	The northernmost space between Third Ave. and Fifth Ave.
Pine St.	West	The northernmost space between Fourth Ave. and Fifth Ave.

Pine St.	East	The northernmost space between Fourth Ave. and Fifth Ave.
Ruby St.	West	From 187 feet north to 210 feet north of the centerline of Second Ave.
Ruby St.	West	From a point 142 feet south of the centerline of Fourth Ave. to a point 160 feet south of the centerline of Fourth Ave.
Sampson St.	East	From 2 feet north to 20 feet south of the centerline of Washington Ave.
Seventh Ave.	South	From 31 feet west of the centerline of Poplar St. to 31 feet east of the centerline of Poplar St.
Sixth Ave.	North	From a point 322 feet east to 358 feet east of the centerline of Chestnut St.
Sixth Ave.	South	The easternmost space between Main St. and Water St.
Sixth Ave.	South	The first space east of the alley between Pine St. and Ruby St.
Third Ave.	North	The westernmost space between Main St. and Pearl St.
Third Ave.	South	From a point 137 feet west of the centerline of Pine St. to a point 160 feet west of the centerline of Pine St.
Third Ave.	South	From 35 feet east of the centerline of Ruby St. to 75 feet east of the centerline of Ruby St.
Third Ave.	South	From 932 feet east of the centerline of Alder St. to 992 feet east of the centerline of Alder St.
Third Ave.	South	From 1,311 feet east of the centerline of Alder St. to 1,339 feet east of the centerline of Alder St.
Third Ave.	South	From 1,509 feet east of the centerline of Alder St. to 1,547 feet east of the centerline of Alder St.

Water St.	West	From 55 feet north of the centerline of Third Ave. to 85 feet north of the centerline of Third Ave.
Water St.	West	From 90 feet north of the centerline of Fourth Ave. to 120 feet north of the centerline of Fourth Ave.

(Ord. No. 4921, § 1, 7-3-2023; Ord. 4842 § 5, 2019; Ord. 4742 § 2, 2016; Ord. 4726 § 2, 2016; Ord. 4702 § 2, 2015; Ord. 4670 § 1, 2014; Ord. 4561 § 3, 2010; Ord. 4544 § 3, 2009; Ord. 4522 § 3, 2008; Ord. 4417 § 2, 2005; Ord. 4387, 2004; Ord. 4321, 2002; Ord. 4295, 2001; Ord. 4256, 2000; Ord. 4115, 1997; Ord. 4050 § 1, 1996; Ord. 4036 § 1, 1996; Ord. 4010 § 2, 1995; Ord. 3935 § 1, 1994; Ord. 3858 § 2, 1993; Ord. 3821 § 1, 1992; Ord. 3755 § 1, 1991; Ord. 3732 § 1, 1991)

Section 5. Section 8.30.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4921, is hereby amended to read as follows:

8.30.020 Loading zone established.

When the following locations are designated by appropriate signs, a loading zone shall be established and reserved for the parking of vehicles while in the act of taking on or removing loads or passengers and it shall be unlawful to park any motor vehicle in said area.

Street name	Side	Location
Anderson St.	West	From Manitoba Ave. to Tacoma Ave. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. Monday through Friday.
Fifth Ave.	South	From alley between Pearl and Pine Sts. to Pine St. from 6:00 a.m. to 12:00 noon seven days a week.
First Ave.	North	From a point 58 feet east of the centerline of Sprague St. east to the alley located between Sprague St. and Anderson St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.
First Ave.	South	From a point 141 feet west of the centerline of Sprague St. to a point 58 feet west of the centerline of Sprague St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.

Fourth Ave.	South	From a point 130 feet east of the centerline of Sprague St. to a point 150 feet east of said centerline.
Main St.	East	From a point 121 feet north of the centerline of Fifth Ave. to a point 236 feet north of the centerline of Fifth Ave.
Manitoba Ave.	South	From a point 115 feet west of the centerline of Sprague St. to a point 137 feet west of said centerline.
Nanum St.	West	From a point 50 feet south of the south right-of-way of Sixth Ave. to a point 100 feet south of said right-of-way.
Pine St.	West	The sixth vehicular parking space south of Fourth Ave. from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
Sixth Ave.	North	From a point 371 feet east of the centerline of Chestnut St. to a point 398 feet east of said centerline.
Sixth Ave.	South	From a point 50 feet east of the centerline of Water St. to a point 175 feet east of the centerline of Water St.
Third Ave.	South	From a point 910 feet east of the east side of Alder St. to a point 920 feet east of said Alder St.
Water St.	East	From a point 256 feet north of the centerline of Fifth Ave. to Sixth Ave.
Water St.	East	From a point 135 feet south of the centerline of University Way to University Way.

(Ord. 4854 § 2, 2020; Ord. 4833 § 2, 2019; Ord. 4805 § 2, 2018; Ord. 4670 § 2, 2014; Ord. 4590 § 4, 2011; Ord. 4544 § 4, 2009; Ord. 4490 § 5, 2007; Ord. 4432 § 2, 2006; Ord. 4404, 2005; Ord. 4391, 2004; Ord. 4387, 2004; Ord. 4312, 2002; Ord. 4256, 2000; Ord. 4217, 1999; Ord. 3818 § 1, 1992; Ord. 3814 § 3, 1992; Ord. 3624 § 1, 1988; Ord. 3562 § 1, 1986; Ord. 3426 § 2, 1984; Ord. 3387 § 9, 1983; Ord. No. 4938, § 4, 3-4-2024)

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

Section 7. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance

including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. Effective Date. 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 August, 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. **** was published as required by law.

BETH LEADER



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4969 (1st reading) - Utility Billing Disconnect Notices (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4969 Amending Utility Billing Disconnect Notices

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 22 calendar 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 seven (7) 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 fourteen (14) 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.

Currently two (2) part-time meter readers are responsible for hanging door tag notifications. The number of disconnects incurred by City utility customers has significantly increased and the meter readers are unable to maintain their workloads with hanging increased number of door tag notifications while trying to keep meter reads on schedule.

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. Council approved Ordinance 4956 at the February 18, 2025 meeting extending bill due and final notice dates, and allowing for fixed monthly due dates.

Analysis:

The Finance Department would like to be more efficient in notifying utility customers prior to disconnect by using telephone notifications in place of physical door tags. If the notice of

disconnect call cannot be confirmed (answered by person or voicemail), a tag for disconnect shall be delivered to the service address.

Financial Impact:

These updates to utility billing policies and procedures are anticipated to decrease meter reader workload while having minimal impact on City finances.

Budget Adjustment: No

Attachments:

1. Ordinance 4969- Utility Billing Disconnect Notices

ORDINANCE NO. 4969

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 2.12 COLLECTION OF ACCOUNTS – UTILITIES AND AMENDING SECTION 2.12.020 OF THE ELLENSBURG CITY CODE.

WHEREAS, prior to utility disconnection for nonpayment, a tag for disconnect is delivered to the service address of the utility customer giving at least seven (7) calendar days' notice of pending disconnection; and

WHEREAS, currently two (2) part-time meter readers are responsible for hanging door tag notifications for utility customers; and

WHEREAS, the number of disconnects incurred by City utility customers has significantly increased; and

WHEREAS, the part-time meter readers are unable maintain their workloads with hanging increased number of door tag notifications while trying to keep meter reads on schedule; and

WHEREAS, the finance department would like to be more efficient in notifying utility customers prior to disconnect by using telephone notifications in place of door tags;

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 4956, is hereby amended to read as follows:

2.12.020 When due—Monthly utility accounts.

Monthly utility accounts are due and payable within twenty-two ~~calendar~~ (22) calendar 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 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 seven (7) calendar days after the final notice due date, a tag for disconnect shall be delivered or a notice of disconnect telephone call will be placed to the primary telephone number on file within the next seven (7) business calendar days to the service address of the utility consumer/customer giving at least seven (7) calendar days' notice of pending disconnection for said service address. If the notice of disconnect telephone call cannot be confirmed (which means the telephone call was answered by a person or staff was able to leave a voicemail), a tag for disconnect shall be delivered to the service address.

C. If the delinquent charges and penalties are still unpaid after seven (7) calendar days following a confirmed disconnect telephone call or 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. 4956, § 1, 2025 Ord. No. 4933, § 1, 12-4-2023; Ord. 4649 § 2, 2013; Ord. 3434 § 2, 1984; Ord. 3411 § 1, 1983)

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of September, 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. 4969 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4969 was published as required by law.

BETH LEADER



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4970 (1st Reading) - Amending the 2025/2026 Biennial Budget (Public Comment Opportunity)
Submitted by: Keith Bassett, Assistant Finance Director
Department: Finance

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4970, amending the 2025/2026 Biennial Budget.

Background/Summary:

The proposed supplemental budget is a routine budget amendment, and principally amends the 2025/2026 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action since the prior supplemental budget, along with other modifications to the Biennial Budget as proposed by the City Manager.

Previous Council Action:

Council adopted the 2025/2026 Biennial Budget via Ordinance 4950 on December 2, 2024, appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2025. Council amended the budget via Ordinance 4958 on March 17, 2025. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:

Since the final biennial budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes.

Previously approved projects and program changes that have come before Council since the approval of the first supplemental budget include professional services to support the periodic comprehensive plan development work, a grant anticipation interfund loan for the Arterial Street Fund, downtown garbage receptacle replacement and tourism web calendar in the Lodging Tax Fund, affordable housing acquisition award in the Affordable Housing Fund, and general facility investments toward the low slope roof replacement and lobby HVAC replacement at Kittitas Valley Memorial Pool and Fitness Center and replacement of the library HVAC systems.

Additional items in the proposed ordinance include budget impacts of changing the model the City uses to obtain prosecutor services, funding for security cameras at Unity Park, additional

plan review services offset with additional development fees, support for the Wood Products Business Plan from the Economic Development Investments Fund, additional budget to accommodate unexpected repairs to University Way at Alder in the Street Fund, budget to support emergent investments in water and wastewater infrastructure and equipment, and allocating general facilities resources to design and construct a roof replacement for the sloped roof at Kittitas Valley Memorial Pool and Fitness Center.

Several other items are budget housekeeping, shifting the funding source for the Council-approved park system plan, closing out the federal COVID-19 grant funding budget, which had been budgeted for 2025 to ensure every dollar could be spent, and correcting a mistake in the prior ordinances, which omitted Park Acquisition Fund expenditure authority from Exhibit A which was otherwise described and identified in the presentation of the budget.

This supplemental budget maintains budgeted services and makes intentional investments in city facilities. It sets the table for continuing work toward funding desired new facilities and to address the structural imbalance between the growth of costs of providing services and maintaining infrastructure and the inherently constrained growth of revenue to support those services and maintenance activities. City staff will prepare the statutorily required "Mid-Biennial Review" between now and the end of the year with a methodical focus on addressing those challenges.

Detailed figures for each item, by fund, are included in Table 1. A summary of all items by fund are identified in Tables 2 & 3.

Financial Impact:

The proposed ordinance increases total budgeted 2025 expenditures by approximately \$3.5 million, revenue by approximately \$3.2 million and budgeted beginning fund balance by approximately \$4.8 million. The effect of the proposed ordinance increases the anticipated 2025 ending fund balance by approximately \$4.5 million.

The proposed ordinance decreases total budgeted 2026 expenditures by approximately \$4.6 million, and decreases total budgeted 2026 revenue by \$4.64 million and increases anticipated 2026 ending fund balance by \$4.46 million. The proposed amendments maintain anticipated 2025 and 2026 ending fund balances within required fund balance thresholds. Budget stability for the transportation system depends on voter approval of transit funding and continued work to address structural funding needs for preserving City infrastructure and services.

Budget Adjustment: No

Attachments:

1. Table 1 - All Items by Fund
2. Tables 2 & 3 - Summary by Fund
3. Ordinance 4970- 2025-2026 First Supplemental Budget (First Reading)
4. Exhibits A & B - 2025/2026 Biennial Budget as Amended

Table 1 - Supplemental Items by Fund (First Reading)

Fund/Item	Bud. Beg. Fund Balance	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
General Fund								
Beginning Fund Balance Update	2,190,557	-	-	2,190,557	1,873,227	-	-	1,873,227
SLFRF Closeout Adjustments	1,000,000	(1,000,000)	-	-				
2026 Comprehensive Plan Periodic Update		-	149,521	(149,521)				
Resolution 2025-11 Pay Plan Amendments		-	7,170	(7,170)		-	7,170	(7,170)
Transportation Funding Adjustments						(700,000)	-	(700,000)
Park System Plan		-	100,000	(100,000)				
Additional Plan Review/ Permit Services		25,000	25,000	-				
Unity Park Security Cameras		-	20,000	(20,000)		-	20,200	(20,200)
City Prosecution Services		73,001	73,001	-		38,019	38,019	-
Resolution 2025-17 Pay Plan Amendments		-	40,639	(40,639)		-	166,822	(166,822)
General Fund Total	3,190,557	(901,999)	415,331	1,873,227	1,873,227	(661,981)	232,211	979,035
General Sub-Funds								
Economic Development Investments Fund								
Beginning Fund Balance Update	289,800	-	-	289,800	279,800	-	-	279,800
Wood Products Business Plan (KC Chamber)		-	10,000	(10,000)				
Economic Development Investments Fund Total	289,800	-	10,000	279,800	279,800	-	-	279,800
Sales Tax Fund								
Beginning Fund Balance Update	188,111	-	-	188,111	188,111	-	-	188,111
Sales Tax Fund Total	188,111	-	-	188,111	188,111	-	-	188,111
Art Acquisition Fund								
Beginning Fund Balance Update	24,207	-	-	24,207	24,207	-	-	24,207
Art Acquisition Fund Total	24,207	-	-	24,207	24,207	-	-	24,207
Grants Fund								
Beginning Fund Balance Update					5,060	-	-	5,060
SLFRF Closeout Adjustments	(994,940)	-	(1,000,000)	5,060				
Grants Fund Total	(994,940)	-	(1,000,000)	5,060	5,060	-	-	5,060
Library Trust Fund								
Beginning Fund Balance Update	4,468	-	-	4,468	4,468	-	-	4,468
Library Trust Fund Total	4,468	-	-	4,468	4,468	-	-	4,468
Hal Holmes Trust Fund								
Beginning Fund Balance Update	18,954	-	-	18,954	18,954	-	-	18,954
Hal Holmes Trust Fund Total	18,954	-	-	18,954	18,954	-	-	18,954
Fire Relief & Pension Trust Fund								
Beginning Fund Balance Update	61,844	-	-	61,844	61,844	-	-	61,844
Fire Relief & Pension Trust Fund Total	61,844	-	-	61,844	61,844	-	-	61,844
General Sub-Funds Total	(407,557)	-	(990,000)	582,443	582,443	-	-	582,443

Table 1 *Continued* - Supplemental Items by Fund (First Reading)

Fund/Item	Bud. Beg. Fund Balance	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Special Revenue Funds								
Street Fund								
Beginning Fund Balance Update	157,387	-	-	157,387	127,387	-	-	127,387
University Way Rd Repair		-	30,000	(30,000)				
Street Fund Total	157,387	-	30,000	127,387	127,387	-	-	127,387
Arterial Street Fund								
Beginning Fund Balance Update	(3,823,925)	-	-	(3,823,925)	(1,940,395)	-	-	(1,940,395)
Arterial Street Interfund Loan		-	371,235	(371,235)		-	371,235	(371,235)
Transportation Funding Adjustments						-	-	-
Arterial Street Project Updates		-	(492,963)	492,963		(4,350,000)	(5,743,235)	1,393,235
Arterial Street Project Reconciliation		1,761,802	-	1,761,802				
Arterial Street Fund Total	(3,823,925)	1,761,802	(121,728)	(1,940,395)	(1,940,395)	(4,350,000)	(5,372,000)	(918,395)
Traffic Impact Fees Fund								
Beginning Fund Balance Update	37,907	-	-	37,907	37,907	-	-	37,907
Traffic Impact Fees Fund Total	37,907	-	-	37,907	37,907	-	-	37,907
Ellensburg Public Transit Fund								
Beginning Fund Balance Update	(1,196,647)	-	-	(1,196,647)	(1,196,647)	-	-	(1,196,647)
Ellensburg Public Transit Fund Total	(1,196,647)	-	-	(1,196,647)	(1,196,647)	-	-	(1,196,647)
Criminal Justice Fund								
Beginning Fund Balance Update	383,019	-	-	383,019	310,018	-	-	310,018
City Prosecution Services		-	73,001	(73,001)		-	38,019	(38,019)
Criminal Justice Fund Total	383,019	-	73,001	310,018	310,018	-	38,019	271,999
Drug Fund								
Beginning Fund Balance Update	(1,339)	-	-	(1,339)	(1,339)	-	-	(1,339)
Drug Fund Total	(1,339)	-	-	(1,339)	(1,339)	-	-	(1,339)
ECTV Fund								
Beginning Fund Balance Update	14,936	-	-	14,936	14,936	-	-	14,936
ECTV Fund Total	14,936	-	-	14,936	14,936	-	-	14,936
ECTV Capital Fund								
Beginning Fund Balance Update	1,369	-	-	1,369	1,369	-	-	1,369
ECTV Capital Fund Total	1,369	-	-	1,369	1,369	-	-	1,369
Park Acquisition and Improvement Fund								
Beginning Fund Balance Update	209,782	-	-	209,782	(218,018)	-	-	(218,018)
Park Impact Fees - Budget Error Correction		-	427,800	(427,800)				
Park Acquisition and Improvement Fund Total	209,782	-	427,800	(218,018)	(218,018)	-	-	(218,018)

Table 1 *Continued* - Supplemental Items by Fund (First Reading)

Fund/Item	Bud. Beg. Fund Balance	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Lodging Tax Fund								
Beginning Fund Balance Update	206,667	-	-	206,667	134,667	-	-	134,667
Downtown Garbage Receptacles		-	60,000	(60,000)				
Tourism LTAC Web Calendar (website)		-	12,000	(12,000)				
Lodging Tax Fund Total	206,667	-	72,000	134,667	134,667	-	-	134,667
Affordable Housing Fund								
Beginning Fund Balance Update	934,369	-	-	934,369	(265,631)	-	-	(265,631)
HopeSource Affordable Housing Acquisition Award		-	1,200,000	(1,200,000)				
Affordable Housing Fund Total	934,369	-	1,200,000	(265,631)	(265,631)	-	-	(265,631)
Special Revenue Funds Total	(3,076,476)	1,761,802	1,681,073	(2,995,747)	(2,995,747)	(4,350,000)	(5,333,981)	(2,011,766)
Capital Project Funds								
Fieldhouse Development Fund								
Beginning Fund Balance Update	(584,075)	-	-	(584,075)	(584,075)	-	-	(584,075)
Fieldhouse Development Fund Total	(584,075)	-	-	(584,075)	(584,075)	-	-	(584,075)
Capital Improvements Bond Fund								
Beginning Fund Balance Update					-	-	-	-
General Facilities- Library HVAC		-	348,384	(348,384)				
General Facilities Funding Update		(500,000)	(848,384)	348,384				
Capital Improvements Bond Fund Total		(500,000)	(500,000)	-	-	-	-	-
General Capital Fund								
Beginning Fund Balance Update	(0)	-	-	(0)	(0)	-	-	(0)
General Capital Fund Total	(0)	-	-	(0)	(0)	-	-	(0)
Sidewalk Fund (REET I)								
Beginning Fund Balance Update	(279,210)	-	-	(279,210)	(279,210)	-	-	(279,210)
Sidewalk Fund (REET I) Total	(279,210)	-	-	(279,210)	(279,210)	-	-	(279,210)
Recreational Facilities Fund (REET II)								
Beginning Fund Balance Update	243,854	-	-	243,854	308,854	-	-	308,854
Park System Plan		-	(100,000)	100,000				
Pool Sloped Roof Design/Engineering		-	35,000	(35,000)				
Pool Sloped Roof Construction						-	500,000	(500,000)
Recreational Facilities Fund (REET II) Total	243,854	-	(65,000)	308,854	308,854	-	500,000	(191,146)
Capital Project Funds Total	(619,432)	(500,000)	(565,000)	(554,432)	(554,432)	-	500,000	(1,054,432)
Enterprise Funds								
Stormwater Utility Fund								
Beginning Fund Balance Update	546,215	-	-	546,215	546,215	-	-	546,215
Stormwater Utility Fund Total	546,215	-	-	546,215	546,215	-	-	546,215
Telecom Utility Fund								
Beginning Fund Balance Update	(68,037)	-	-	(68,037)	(68,037)	-	-	(68,037)
Telecom Utility Fund Total	(68,037)	-	-	(68,037)	(68,037)	-	-	(68,037)

Table 1 *Continued* - Supplemental Items by Fund (First Reading)

Fund/Item	Bud. Beg. Fund Balance	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Natural Gas Utility Fund								
Beginning Fund Balance Update	1,667,124	-	-	1,667,124	1,667,124	-	-	1,667,124
Natural Gas Utility Fund Total	1,667,124	-	-	1,667,124	1,667,124	-	-	1,667,124
Electric Utility Fund								
Beginning Fund Balance Update	(731,837)	-	-	(731,837)	(731,837)	-	-	(731,837)
Electric Utility Fund Total	(731,837)	-	-	(731,837)	(731,837)	-	-	(731,837)
Water Utility Fund								
Beginning Fund Balance Update	2,072,808	-	-	2,072,808	1,606,985	-	-	1,606,985
Water Division Valve Maintenance Trailer	-	-	823	(823)	-	-	823	(823)
Meter Replacements (supports development)	-	-	50,000	(50,000)	-	-	-	-
Valve Turner Equipment	-	-	45,000	(45,000)	-	-	-	-
Whitney Well	-	-	100,000	(100,000)	-	-	-	-
Cross connection hydrant meters (supports development)	-	-	15,000	(15,000)	-	-	-	-
Well Telemetry Maintenance	-	-	15,000	(15,000)	-	-	-	-
Lead Service Line Contract	-	-	40,000	(40,000)	-	-	-	-
Water Main Replacements (emergency replacements)	-	-	200,000	(200,000)	-	-	-	-
Water Utility Fund Total	2,072,808	-	465,823	1,606,985	1,606,985	-	823	1,606,162
Waste Water Utility Fund								
Beginning Fund Balance Update	1,071,906	-	-	1,071,906	1,051,906	-	-	1,051,906
Maintenance of sewer lines (water street project)	-	-	20,000	(20,000)	-	-	-	-
Waste Water Utility Fund Total	1,071,906	-	20,000	1,051,906	1,051,906	-	-	1,051,906
Enterprise Funds Total	4,558,179	-	485,823	4,072,356	4,072,356	-	823	4,071,533
Internal Service Funds								
Shop & Warehouse Fund								
Beginning Fund Balance Update	(40,125)	-	-	(40,125)	331,933	-	-	331,933
Water Division Valve Maintenance Trailer	-	823	-	823	-	823	-	823
Arterial Street Interfund Loan	-	371,235	-	371,235	-	371,235	-	371,235
Shop & Warehouse Fund Total	(40,125)	372,058	-	331,933	331,933	372,058	-	703,991
General Facilities Fund								
Beginning Fund Balance Update	47,408	-	-	47,408	47,409	-	-	47,409
General Facilities - Pool Low-Slope Roof	-	-	70,000	(70,000)	-	-	-	-
General Facilities - Pool Lobby HVAC	-	-	90,000	(90,000)	-	-	-	-
General Facilities- Library HVAC	-	1,968,384	1,968,383	1	-	-	-	-
General Facilities - City Hall Capacity Improvements	-	-	35,000	(35,000)	-	-	-	-
General Facilities - City Hall HVAC	-	-	305,000	(305,000)	-	-	-	-
General Facilities Funding Update	-	500,000	-	500,000	-	-	-	-
General Facilities Fund Total	47,408	2,468,384	2,468,383	47,409	47,409	-	-	47,409

Table 1 *Continued* - Supplemental Items by Fund (First Reading)

Fund/Item	Bud. Beg. Fund Balance	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Health & Benefits Fund								
Beginning Fund Balance Update	209,264	-	-	209,264	209,264	-	-	209,264
Health & Benefits Fund Total	209,264	-	-	209,264	209,264	-	-	209,264
Risk Management Fund								
Beginning Fund Balance Update	44,803	-	-	44,803	44,803	-	-	44,803
Risk Management Fund Total	44,803	-	-	44,803	44,803	-	-	44,803
IT Fund								
Beginning Fund Balance Update	1,202,291	-	-	1,202,291	1,201,313	-	-	1,201,313
Resolution 2025-11 Pay Plan Amendments		-	978	(978)		-	978	(978)
IT Fund Total	1,202,291	-	978	1,201,313	1,201,313	-	978	1,200,335
GIS Fund								
Beginning Fund Balance Update	(312,314)	-	-	(312,314)	(312,314)	-	-	(312,314)
GIS Fund Total	(312,314)	-	-	(312,314)	(312,314)	-	-	(312,314)
Internal Service Funds Total	1,151,327	2,840,442	2,469,361	1,522,408	1,522,408	372,058	978	1,893,488
Grand Total	4,796,599	3,200,245	3,496,588	4,500,255	4,500,255	(4,639,923)	(4,599,969)	4,460,301

Table 2
City of Ellensburg

2025 Summary of Budget Adjustments by Fund

	Bud. Beg. Fund	2025	2025	Bud. Ending
	Balance	Revenues	Expenditures	Fund Balance
General Fund	\$3,190,557	-\$901,999	\$415,331	\$1,873,227
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	289,800	0	10,000	279,800
Sales Tax Reserve Fund	188,111	0	0	188,111
Art Acquisition Fund	24,207	0	0	24,207
Grants Fund (CARES/ARPA/CCA)	-994,940	0	-1,000,000	5,060
Library Trust Fund	4,468	0	0	4,468
Hal Holmes Trust Fund	18,954	0	0	18,954
Fire Relief & Pension Trust Fund	61,844	0	0	61,844
Total Managerial Funds of the GF	-407,557	0	-990,000	582,443
Special Revenue Funds				
Street Fund	157,387	0	30,000	127,387
Arterial Street Fund	-3,823,925	1,761,802	-121,728	-1,940,395
Traffic Impact Fees Fund	37,907	0	0	37,907
Public Transit Fund	-1,196,647	0	0	-1,196,647
Criminal Justice Sales Tax Fund	383,019	0	73,001	310,018
Drug Fund	-1,339	0	0	-1,339
CATV Operations Fund	14,936	0	0	14,936
CATV Capital Fund	1,369	0	0	1,369
Parks Acquisition Fund	209,782	0	427,800	-218,018
Lodging Tax Fund	206,667	0	72,000	134,667
Housing Fund	934,369	0	1,200,000	-265,631
Total Special Revenue Funds	-3,076,476	1,761,802	1,681,073	-2,995,747
Debt Service Funds				
Facilities Imp. Debt Service Fund	0	0	0	0
2010 Maint. Bond Debt Service Fund	0	0	0	0
LID Guaranty Fund	0	0	0	0
Total Debt Service Funds	0	0	0	0
Capital Project Funds				
Fieldhouse Development Fund	-584,075	0	0	-584,075
Cap. Imp. Bond Projects Fund	0	-500,000	-500,000	0
General Capital Projects Fund	0	0	0	0
Sidewalk Fund (REET1)	-279,210	0	0	-279,210
Rec. Facilities Fund (REET 2)	243,854	0	-65,000	308,854
Total Capital Project Funds	-619,432	-500,000	-565,000	-554,432
Enterprise Funds				
Stormwater Utility Fund	546,215	0	0	546,215
Telecommunications Utility Fund	-68,037	0	0	-68,037
Gas Utility Fund	1,667,124	0	0	1,667,124
Electric Utility Fund	-731,837	0	0	-731,837
Water Utility Fund	2,072,808	0	465,823	1,606,985
Sewer Utility Fund	1,071,906	0	20,000	1,051,906
Total Enterprise Funds	4,558,179	0	485,823	4,072,356
Internal Service Funds				
Shop & Warehouse Fund	-40,125	372,058	0	331,933
General Facilities Fund	47,408	2,468,384	2,468,383	47,409
Health & Benefits Fund	209,264	0	0	209,264
Risk Management Fund	44,803	0	0	44,803
Information Technology Fund	1,202,291	0	978	1,201,313
Geographic Info. Systems Fund	-312,314	0	0	-312,314
Total Internal Service Funds	1,151,327	2,840,442	2,469,361	1,522,408
All Funds	\$4,796,598	\$3,200,245	\$3,496,588	\$4,500,255

Table 3
City of Ellensburg

2026 Summary of Budget Adjustments by Fund				
	Bud. Beg. Fund	2026	2026	Bud. Ending
	Balance	Revenues	Expenditures	Fund Balance
General Fund	\$1,873,227	-\$661,981	\$232,211	\$979,035
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	279,800	0	0	279,800
Sales Tax Reserve Fund	188,111	0	0	188,111
Art Acquisition Fund	24,207	0	0	24,207
Grants Fund (CARES/ARPA/CCA)	5,060	0	0	5,060
Library Trust Fund	4,468	0	0	4,468
Hal Holmes Trust Fund	18,954	0	0	18,954
Fire Relief & Pension Trust Fund	61,844	0	0	61,844
Total Managerial Funds of the GF	582,443	0	0	582,443
Special Revenue Funds				
Street Fund	127,387	0	0	127,387
Arterial Street Fund	-1,940,395	-4,350,000	-5,372,000	-918,395
Traffic Impact Fees Fund	37,907	0	0	37,907
Public Transit Fund	-1,196,647	0	0	-1,196,647
Criminal Justice Sales Tax Fund	310,018	0	38,019	271,999
Drug Fund	-1,339	0	0	-1,339
CATV Operations Fund	14,936	0	0	14,936
CATV Capital Fund	1,369	0	0	1,369
Parks Acquisition Fund	-218,018	0	0	-218,018
Lodging Tax Fund	134,667	0	0	134,667
Housing Fund	-265,631	0	0	-265,631
Total Special Revenue Funds	-2,995,747	-4,350,000	-5,333,981	-2,011,766
Debt Service Funds				
Facilities Imp. Debt Service Fund	0	0	0	0
2010 Maint. Bond Debt Service Fund	0	0	0	0
LID Guaranty Fund	0	0	0	0
Total Debt Service Funds	0	0	0	0
Capital Project Funds				
Fieldhouse Development Fund	-584,075	0	0	-584,075
Cap. Imp. Bond Projects Fund	0	0	0	0
General Capital Projects Fund	0	0	0	0
Sidewalk Fund (REET1)	-279,210	0	0	-279,210
Rec. Facilities Fund (REET 2)	308,854	0	500,000	-191,146
Total Capital Project Funds	-554,432	0	500,000	-1,054,432
Enterprise Funds				
Stormwater Utility Fund	546,215	0	0	546,215
Telecommunications Utility Fund	-68,037	0	0	-68,037
Gas Utility Fund	1,667,124	0	0	1,667,124
Electric Utility Fund	-731,837	0	0	-731,837
Water Utility Fund	1,606,985	0	823	1,606,162
Sewer Utility Fund	1,051,906	0	0	1,051,906
Total Enterprise Funds	4,072,356	0	823	4,071,533
Internal Service Funds				
Shop & Warehouse Fund	331,933	372,058	0	703,991
General Facilities Fund	47,409	0	0	47,409
Health & Benefits Fund	209,264	0	0	209,264
Risk Management Fund	44,803	0	0	44,803
Information Technology Fund	1,201,313	0	978	1,200,335
Geographic Info. Systems Fund	-312,314	0	0	-312,314
Total Internal Service Funds	1,522,408	372,058	978	1,893,488
All Funds	\$4,500,255	-\$4,639,923	-\$4,599,969	\$4,460,301

ORDINANCE NO. 4970

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING THE 2025-2026 BIENNIAL BUDGET FOR THE CITY OF ELLENSBURG, WASHINGTON AS SET FORTH IN ORDINANCE NO. 4950 TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4950, which adopted a biennial budget for fiscal years 2025-2026; and

WHEREAS, the City Council approved Ordinance No. 4958, which amended the biennial budget for fiscal years 2025-2026; and

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

WHEREAS, the City Manager has identified the need to make certain revisions to the 2025-2026 biennial budget; and

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

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

Section 1. 2025-2026 Supplemental Budget. The 2025-2026 Biennial Budget for the City of Ellensburg for the period January 1, 2025 through December 31, 2026, as authorized in Ordinance 4950 is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2025-2026 biennium.

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

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

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 2nd day of September, 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. 4970 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4970 was published as required by law.

BETH LEADER

City of Ellensburg				
2025 Budget - All Funds as Amended				
	Bud. Beg. Fund	2025	2025	Bud. Ending
	Balance	Revenues	Expenditures	Fund Balance
General Fund	\$8,301,093	\$21,313,075	\$23,904,790	\$5,709,378
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	657,018	272,000	18,806	910,212
Sales Tax Reserve Fund	1,392,527	6,383,912	7,056,734	719,705
Art Acquisition Fund	82,560	51,000	105,000	28,560
Grants Fund (CARES/ARPA/CCA)	805,941	750,000	1,100,881	455,060
Library Trust Fund	382,656	7,500	8,974	381,182
Hal Holmes Trust Fund	199,147	4,500	1,472	202,175
Fire Relief & Pension Trust Fund	949,397	232,767	163,852	1,018,312
Total Managerial Funds of the GF	4,469,246	7,701,679	8,455,719	3,715,206
Special Revenue Funds				
Street Fund	1,149,604	2,658,227	3,149,134	658,697
Arterial Street Fund	228,475	6,267,253	5,686,316	809,412
Traffic Impact Fees Fund	682,871	389,387	158,330	913,928
Public Transit Fund	4,300,013	2,635,127	3,230,015	3,705,125
Criminal Justice Sales Tax Fund	2,787,333	2,051,226	2,128,167	2,710,392
Drug Fund	26,286	3,100	10,000	19,386
CATV Operations Fund	117,688	81,536	86,109	113,115
CATV Capital Fund	70,820	0	0	70,820
Parks Acquisition Fund	672,237	101,820	427,800	346,257
Lodging Tax Fund	1,841,216	687,000	622,966	1,905,250
Housing Fund	3,424,285	1,207,406	2,304,870	2,326,821
Total Special Revenue Funds	15,300,828	16,082,082	17,803,707	13,579,203
Debt Service Funds				
Facilities Imp. Debt Service Fund	361,381	562,327	563,326	360,382
2010 Maint. Bond Debt Service Fund	86,815	186,403	186,403	86,815
LID Guaranty Fund	153,508	5,000	0	158,508
Total Debt Service Funds	601,704	753,730	749,729	605,705
Capital Project Funds				
Fieldhouse Development Fund	5,607,619	572,000	485,232	5,694,387
Cap. Imp. Bond Projects Fund	348,384	0	348,384	0
General Capital Projects Fund	116,203	0	0	116,203
Sidewalk Fund (REET1)	232,319	396,000	363,000	265,319
Rec. Facilities Fund (REET 2)	806,936	313,431	35,000	1,085,367
Total Capital Project Funds	7,111,461	1,281,431	1,231,616	7,161,276
Enterprise Funds				
Stormwater Utility Fund	1,404,011	3,518,351	3,802,605	1,119,757
Telecommunications Utility Fund	262,779	1,019,457	1,029,329	252,907
Gas Utility Fund	7,585,123	15,122,537	18,290,132	4,417,528
Electric Utility Fund	14,328,297	22,634,757	31,507,586	5,455,468
Water Utility Fund	9,071,285	6,978,953	9,223,523	6,826,715
Sewer Utility Fund	7,415,678	8,266,225	10,212,243	5,469,660
Total Enterprise Funds	40,067,173	57,540,280	74,065,418	23,542,035
Internal Service Funds				
Shop & Warehouse Fund	9,793,434	4,178,620	3,140,993	10,831,061
General Facilities Fund	181,326	3,522,128	3,481,135	222,319
Health & Benefits Fund	1,295,483	10,000	1,096,219	209,264
Risk Management Fund	1,356,984	1,076,102	1,110,829	1,322,257
Information Technology Fund	2,992,205	2,998,071	3,357,481	2,632,795
Geographic Info. Systems Fund	433,228	349,127	538,095	244,260
Total Internal Service Funds	16,052,660	12,134,048	12,724,752	15,461,956
All Funds	\$91,904,165	\$116,806,325	\$138,935,731	\$69,774,759

City of Ellensburg

2026 Budget - All Funds as Amended

	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
General Fund	\$5,709,378	\$20,064,546	\$23,732,898	\$2,041,026
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	910,212	0	0	910,212
Sales Tax Reserve Fund	719,705	6,475,071	6,506,164	688,612
Art Acquisition Fund	28,560	51,000	50,000	29,560
Grants Fund (CARES/ARPA/CCA)	455,060	0	300,000	155,060
Library Trust Fund	381,182	7,500	8,983	379,699
Hal Holmes Trust Fund	202,175	4,000	1,546	204,629
Fire Relief & Pension Trust Fund	1,018,312	231,888	168,522	1,081,678
Total Managerial Funds of the GF	3,715,206	6,769,459	7,035,215	3,449,450
Special Revenue Funds				
Street Fund	658,697	2,857,106	3,310,869	204,934
Arterial Street Fund	809,412	2,457,651	2,865,557	401,506
Traffic Impact Fees Fund	913,928	389,387	1,034,750	268,565
Public Transit Fund	3,705,125	1,716,376	3,208,022	2,213,479
Criminal Justice Sales Tax Fund	2,710,392	2,070,984	2,179,088	2,602,288
Drug Fund	19,386	3,100	5,000	17,486
CATV Operations Fund	113,115	75,954	86,047	103,022
CATV Capital Fund	70,820	0	0	70,820
Parks Acquisition Fund	346,257	101,820	0	448,077
Lodging Tax Fund	1,905,250	687,000	625,975	1,966,275
Housing Fund	2,326,821	805,406	742,770	2,389,457
Total Special Revenue Funds	13,579,203	11,164,784	14,058,078	10,685,909
Debt Service Funds				
Facilities Imp. Debt Service Fund	360,382	562,327	563,326	359,383
2010 Maint. Bond Debt Service Fund	86,815	186,403	186,403	86,815
LID Guaranty Fund	158,508	4,000	0	162,508
Total Debt Service Funds	605,705	752,730	749,729	608,706
Capital Project Funds				
Fieldhouse Development Fund	5,694,387	0	0	5,694,387
Cap. Imp. Bond Projects Fund	0	0	0	0
General Capital Projects Fund	116,203	0	0	116,203
Sidewalk Fund (REET1)	265,319	376,000	490,000	151,319
Rec. Facilities Fund (REET 2)	1,085,367	313,431	500,000	898,798
Total Capital Project Funds	7,161,276	689,431	990,000	6,860,707
Enterprise Funds				
Stormwater Utility Fund	1,119,757	2,542,752	2,781,954	880,555
Telecommunications Utility Fund	252,907	410,324	549,521	113,710
Gas Utility Fund	4,417,528	15,177,736	15,343,601	2,584,537
Electric Utility Fund	5,455,468	28,983,598	30,269,264	4,169,802
Water Utility Fund	6,826,715	6,878,953	8,213,185	5,492,483
Sewer Utility Fund	5,469,660	10,241,344	12,298,071	3,412,933
Total Enterprise Funds	23,542,035	64,234,707	69,455,596	16,654,020
Internal Service Funds				
Shop & Warehouse Fund	10,831,061	4,348,114	3,265,564	11,913,611
General Facilities Fund	222,319	1,057,701	1,022,727	257,293
Health & Benefits Fund	209,264	0	0	209,264
Risk Management Fund	1,322,257	1,116,798	1,161,525	1,277,530
Information Technology Fund	2,632,795	2,887,368	2,691,339	2,828,824
Geographic Info. Systems Fund	244,260	357,010	546,560	54,710
Total Internal Service Funds	15,461,956	9,766,991	8,687,715	16,541,232
All Funds	\$69,774,759	\$113,442,648	\$124,709,231	\$56,841,050



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-21 for 2025 Kittitas County Multi-Jurisdictional Hazard Mitigation Plan and Ellensburg Annex (Public Comment Opportunity)

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:

Move to approve Resolution 2025-21 adopting the Kittitas County Multi-Jurisdictional Hazard Mitigation Plan and Ellensburg Annex.

Background/Summary:

A Hazard Mitigation Plan assesses the risk of natural hazards occurring within Kittitas County. For each hazard type, the risk assessment will include: mapping hazard areas of concern, past occurrence review, building counts within hazard areas, potential dollar loss to structures, review of the impact to life safety and health, vulnerability analysis for buildings, critical facilities and infrastructure, and a buildable lands analysis.

On September 16, 2019, the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10, approved the Kittitas County Multi-Jurisdictional Hazard Mitigation Plan as a multi-jurisdictional local plan outlined in Code of Federal Regulations Title 44 Part 201. The approval allowed the County and those jurisdictions with-in the county which also adopt the mitigation plan the eligibility to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's Hazard Mitigation Assistance (HMA) grants projects until September 15, 2024, through the State of Washington.

Kittitas County worked with fifteen partner jurisdictions during 2024 and 2025 to engage and inform updates to the Multi-Jurisdictional Hazard Mitigation Plan. Community outreach activities and additional partner and FEMA reviews have extended the timeline for the finalized draft.

FEMA individually evaluates all application requests for funding according to the specific eligibility requirements of the applicable program. Though a specific mitigation activity or project identified in the plan may meet eligibility requirements, it may not receive approval for FEMA funding under any of the previously mentioned programs. This update will serve as the third Hazard Mitigation Plan produced by Kittitas County.

Previous Council Action:

Council adopted Resolution 2023-04 Kittitas County Hazard Mitigation Plan and Ellensburg Annex on January 17, 2023.

Analysis:

The previous plan expires on September 15, 2025. To be eligible for certain types of FEMA grant funding, FEMA-approved Hazard Mitigation Plan must be adopted by a jurisdiction. Since most disasters occur across boundaries, it is important to partner regionally on development and coordination of hazard planning. A cross-section of City staff participated in development and review of hazards and mitigation actions which are reflected in the proposed 2025 Kittitas County Multi-Jurisdictional Hazard Mitigation Plan and Ellensburg Annex.

The Federal Emergency Management has approved the 2025 Kittitas County Multi-Jurisdictional Hazard Mitigation Plan pending adoption by each planning partner. The Plan is comprised of Volume 1, which includes the countywide planning elements, and Volume 2, the individual chapters for the fifteen planning partners.

The 2025 Countywide Hazard Mitigation Plan Volumes 1 and 2 can be found in the links below:

[2025 Kittitas County Hazard Mitigation Plan - Volume 1](#)
[City of Ellensburg Annex - Volume 2](#)

[Link to Kittitas County Hazard Mitigation Plan web page \(all volumes and sections\)](#)

The following framework was used in developing the 2025 Kittitas County Multi-Jurisdictional Hazard Mitigation Plan:

Guiding Principle - Through partnerships, reduce the vulnerability to natural hazards in order to protect the health, safety, welfare and economy of the communities within Kittitas County.

Goals

- Protect life, property and the environment
- Continuously build and support local capacity to enable the public to mitigate, prepare for, respond to and recover from the impact of hazards and disasters
- Establish a hazard and disaster resilient economy
- Promote public awareness, engage public participation and enhance partnerships through education and outreach
- Encourage the development and implementation of long-term, cost-effective mitigation projects

Hazards Addressed in Plan

- Avalanche
- Dam and Levee Failure
- Drought
- Earthquake

- Flood
- Landslide
- Severe Weather (Thunderstorms, Hail, Tornado, Strong/Damaging Winds, Heatwave/Extreme Heat, and Cold Wave/Extreme Cold)
- Winter Weather (Ice Storm, Heavy Snow/Blizzard)
- Volcanic Activity
- Wildfire (Wildfire Smoke)
- Communicable Diseases / Pandemic

Objectives (Updated)

1. Reduce natural hazard-related risks and vulnerability to populations, critical facilities, and infrastructure within the planning area.
2. Establish a partnership among all levels of government and the business community to improve and implement methods to protect property.
3. Encourage hazard mitigation measures that result in the least adverse effect on the natural environment and that use natural processes.
4. Identify and implement inclusive actions that reduce vulnerability for Kittitas County residents and visitors.
5. Minimize the impacts of natural hazards on current and future land uses by encouraging use of incentives for hazard mitigation (i.e., National Flood Insurance Program, Community Rating System).
6. Prevent or discourage new development in hazardous areas or ensure that if building occurs in high-risk areas it is done in such a way as to minimize risk.
7. Update the Plan annually to integrate local hazard mitigation and the results of disaster and hazard specific planning efforts.
8. Use the best available data, science, and technologies to improve understanding of the location and potential impacts of natural hazards, the vulnerability of building types, and community development patterns and the measures needed to protect life safety.
9. Review new and existing policies to determine where climate change resiliency strategies can be included.
10. Educate the public on the risk exposure to natural hazards and ways to increase the public's capability to prepare, respond, recover, and mitigate the impacts of these events.
11. Encourage home and business owners to obtain and maintain flood insurance through the NFIP or other insurance providers.
12. Integrate hazard mitigation policies into land use plans within the planning area.
13. Retrofit, purchase, or relocate structures in high hazard areas including those known to be repetitively damaged.

Financial Impact:

No additional financial commitment is necessary at this time. Mitigation actions are prioritized, budgeted, and completed and funding is available.

Budget Adjustment: No

Attachments:

1. Resolution 2025-21 Ellensburg HMP Adoption
2. FEMA Letter to Kittitas County

RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, ADOPTING THE 2025 KITTITAS COUNTY HAZARD MITIGATION PLAN AS APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, natural hazards pose threats to people and property within City of Ellensburg; and

WHEREAS, the City of Ellensburg and planning partners have prepared a multi-jurisdictional Hazard Mitigation Plan, hereby known as the 2025 Kittitas County Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, on July 11, 2025, the Federal Emergency Management Agency (FEMA) notified the Washington State Emergency Management Division that the 2025 Kittitas County Hazard Mitigation Plan is approved pending adoption by Ellensburg City Council; and

WHEREAS, adoption of the 2025 Kittitas County Hazard Mitigation Plan is required for eligibility for FEMA mitigation grant programs with a mitigation plan requirement; and

WHEREAS, the 2025 Kittitas County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risks to people and property in the City of Ellensburg from the impacts of future hazards and disasters; and

WHEREAS, adoption by Ellensburg City Council demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Kittitas County Hazard Mitigation Plan.

NOW, THEREFORE BE IT RESOLVED that Ellensburg City Council in the best interest of the public, does hereby adopt the “2025 Kittitas County Hazard Mitigation Plan” as approved by the Federal Emergency Management Agency.

ADOPTED by the City Council of the City Ellensburg this 18th day of August 2025.

Mayor

Attest:

City Clerk



FEMA

July 11, 2025

Mr. Tim Cook
State Hazard Mitigation Officer
Washington State Emergency Management Division
Building 20, MS TA-20
Camp Murray, Washington 98430-5122

Reference: Adoption Needed to Finish Kittitas County Hazard Mitigation Plan Process

The Risk Analysis Branch of FEMA Region 10 Mitigation Division has determined the Kittitas County Mitigation Plan meets all applicable FEMA mitigation planning requirements¹. An adoption resolution by a plan participant is needed for FEMA plan approval.

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. Determination that the plan is “Approvable Pending Adoption” does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

Local governments, including special districts, with a plan status of APA are not eligible for FEMA mitigation grant programs with a mitigation plan requirement. The next step in the approval process is to formally adopt the mitigation plan and send a resolution to the state for submission to FEMA. Sample adoption resolutions can be found in Appendix A of the Local Mitigation Planning Policy Guide.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants.

Participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make the necessary updates before submitting the adoption resolution to FEMA.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; 44 CFR Part 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002).

Sincerely,

WENDY L SHAW Digitally signed by WENDY L
SHAW
Date: 2025.07.14 08:59:55 -07'00'

Wendy Shaw, P.E.

Risk Analysis Branch Chief

Mitigation Division

Attachment: Local Mitigation Plan Review Tool

JG:JF



Meeting Date: August 18, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-17 Establishing Temporary Staff Resources for ERP Implementation (Public Comment Opportunity)
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:

Motion to approve Resolution 2025-17 as presented and approve the necessary budget adjustments.

Background/Summary:

Our current financial software, Microsoft Dynamics GP (previously known as Great Plains) will reach end-of-life and no longer be supported at the end of 2029. A replacement enterprise technology platform is critical to all City financial and human resource functions and will require work in every City department to implement. To transition to a new Enterprise Resource Planning (ERP) software system which supports all core financial functions of the City, additional staff resources will be necessary to ensure successful implementation.

Previous Council Action:

Adoption of Council Strategic Vision for 2024-2029, including the Strategic Pillar of Infrastructure and Energy: "Advance technology roadmap: implement enterprise resource planning (ERP) software system, records management, and best practices to improve data management, operational efficiency, and security; continue to enhance cyber security and resilience of systems to protect public data and assets."

Analysis:

The City is preparing for an Enterprise Resource Planning (ERP) software conversion. We are anticipating a conversion timeline of two to three years, beginning in early 2026. The City is currently working with software consulting firm SoftResources, to evaluate and select a vendor responsive to the request for proposals (RFP) for the new ERP system published by the City on July 10th. Due to the extensive staff time and work demands that are required during a significant software conversion, SoftResources recommends that the City temporarily increase staffing in three (3) areas which will be integral to the conversion: Finance, IT, and HR. City staff will employ an incremental approach to managing resource allocation for this project. The Finance Department will have the greatest amount of work during the early stages of implementation; therefore, staff propose adding one temporary (three-year) full-time equivalent position to the Finance department in 2025 to assist with pre-implementation transition tasks.

Adding temporary staff will help ensure the ERP is implemented in the best way for long-term success. This will also help keep the daily work moving and prevent exhaustion and burn-

out of regular staff.

Resolution 2025-17 establishes one long-term temporary Finance position, for an estimated period of up to three (3) years, to be hired in 2025. As the conversion project progresses, additional resources may be proposed for Council consideration.

Financial Impact:

The estimated financial impact for Fiscal Year 2025 is estimated to be \$40,639 for the position, inclusive of benefits and payroll costs, for three (3) months. After allocations to other funds, this will impact the General Fund by approximately \$24,425. The Finance Department has realized salary savings in 2025 due to employee retirement and employee use of Washington State Paid Family Medical Leave, which will offset these expenditures.

The estimated financial impact for Fiscal Year 2026 is estimated to be \$166,822, inclusive of benefits and payroll costs. After allocations to other funds, this will impact the General Fund by approximately \$100,264.

Beginning in 2024, IT created a budget item to begin funding the ERP implementation, and continued to budget funds in the 2025-2026 biennial budget. These funds are being earmarked for the purchase of the ERP software, consultant fees, and temporary staff funding.

Additional expenses will be spread across the various funds that support employee wages and benefits. Costs for administrative and internal services functions will be charged to beneficiary funds according to standard budget and accounting procedures.

Additional expenditure authority will be included in the next Supplemental 2025-2026 Biennial Budget.

Budget Adjustment: Yes

Attachments:

1. 2025-17 Resolution to Approve ERP Temporary Staff - 08.18.2025 Meeting Upload

RESOLUTION NO. 2025-17

A RESOLUTION establishing one (1) long-term temporary position in Finance, to add staff capacity as we begin the transition to a new Enterprise Resource Planning software system.

WHEREAS, in 2024 the City engaged Brookhouse Professional Services LLC (BPS) to conduct a software road mapping assessment to prioritize investments in software which identified that replacement of our current Enterprise Resource Planning software is a top priority; and

WHEREAS, Microsoft Dynamics GP (previously known as Great Plains) will reach end-of-life and no longer be supported at the end of 2029; and

WHEREAS, the City hired Soft Resources to assist in the preparation of an RFP, seeking ERP vendor options for City staff to consider; and

WHEREAS, replacement of GP will be a monumental undertaking which will impact all departments to some degree, but will require significant time and attention from key departments, especially Finance, Information Technology (IT), and Human Resources (HR); and

WHEREAS, due to the extensive work and staff time that will be required for successful implementation, both BPS and Soft Resources recommend that the City hire additional staff before implementation begins to ensure they are trained and ready to backfill key staff so they can focus on the implementation process; and

WHEREAS, based on priority and implementation timelines, one (1) position, similar in knowledge, skills, and abilities to an Accountant II/III position, will be posted immediately (level II or III depending on qualifications). Once implementation is underway, the need for additional supplemental temporary staff may be identified and a request brought to Council for approval; and

WHEREAS, as part of the 2024 and 2025-2026 biennial budgets, funds have been set aside in their respective programs in preparation for the expenses associated with a software conversion; and

WHEREAS, the City Council of said City desires to approve the long-term temporary positions as noted above.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The pay grade for the ERP long-term temporary Finance position, as approved by Council, will align with the pay grade structure adopted by Resolution 2025-11 and 2024-33 as set forth in Appendix A; and

Section 2. The compensation schedule for the long-term temporary position is hereby adopted as set forth below, effective August 18, 2025.

CLASS TITLES BY DEPARTMENT**PAY RANGE**

FINANCE			
TITLE	MIN	MAX	Pay Grade
Accountant III (Long-Term Temp)*	8,554	9,677	28
Accountant II (Long Term Temp)*	7,021	7,941	20

**One Long Term Temp ERP position is authorized in 2025, similar in skills to an Accountant II or III – level will depend on qualifications. ONE position to be hired in 2025.*

All other City positions included in the Fiscal Year 2025 Pay Plan for Non-Represented Employees will remain as approved in Resolutions 2025-11 and 2024-33. There are other City positions covered by Union contracts and this Resolution has no application to such positions.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 18th day of August, 2025.

Mayor

Attest:

City Clerk



MANAGER'S REPORT

DATE: August 18, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. City Accepting 2026 Grant Applications

The City of Ellensburg is accepting applications for grants for work to be completed in 2026. Each program has a specific purpose, application, and requirements:

- Community Grants - \$22,225.94 available to support actions to address community needs
- Park Partnership Grants - \$22,225.94 available to support capital projects to improve City parks, trails, open space, and recreation facilities
- Water Quality Grants - \$10,000 to improve and protect local surface water quality
- Historic Preservation Grants - \$22,225.94 available for historic preservation efforts
- Arts Commission Grants - up to \$2,500 (groups) and \$1,000 (individuals) to expand local arts programs and performances

Information and application materials for each program are available on the City's website at: www.ellensburgwa.gov/grants.

The application deadline for all five grant programs is 5 p.m. on Friday, August 29, 2025, for potential 2026 funding. All applications will need to be approved by the Ellensburg City Council.

2. Council Subcommittee to Review Grant Applications

Staff request Council delegate three members to serve as grant review subcommittee to make recommendations for funding 2026 Community Grants.

3. Take the Tree Survey

It takes about five minutes to complete. The community survey will be used to ensure the Urban Forestry Management Plan (UFMP) reflects community ideas, priorities, and values. By participating in the survey, residents will help to shape the future urban forest policies.

The City is developing a 20-year Urban Forest Management Plan (UFMP) with grant funding from the Washington State Department of Natural Resources and the USDA Forest Service, the Urban Forest Management Project will improve tree health, expand tree canopy, and ensure that all neighborhoods benefit from the beauty and value of a thriving urban forest. The “urban forest” is made up of all the trees in Ellensburg, including trees located on private property, along streets, in parks, and commercial areas. Through a comprehensive Urban Forest Management Plan and a major update to the City’s Tree Ordinance and Development Standards, the City will build a more sustainable, climate-resilient, and community-driven vision for caring for Ellensburg’s trees. The survey closes August 31, 2025. www.ellensburgwa.gov/treesurvey

4. City to Hold Community Conversation Workshops to Discuss DEI

The City of Ellensburg is holding two Community Conversation Workshops to allow community members to participate in a structured conversation about an amendment to the City’s Comprehensive Plan, focused around Chapter 9 which addresses Diversity, Equity, and Inclusion (DEI). Community members are encouraged to attend one of these workshops, structured in the same manner but held at different times to allow for broader participation:

- **Wednesday, August 20, 2025, from 6:00-8:00 p.m.;** Hal Holmes Community Center, 209 N Ruby Street, Ellensburg; or
- **Saturday, September 6, 2025, from 1:30-3:30 p.m.;** Hal Holmes Community Center, 209 N Ruby Street, Ellensburg, WA

The goal of these workshops is to clearly capture the range of community positions on the issue and to identify residents to attend the follow-up dialogue on Chapter 9 amendment through a Common Ground Workshop—held on October 4, 2025. These sessions are designed to ensure the range of positions are accurately recorded. During the sessions you can expect:

- **Organized Intake Process:** Participants will be grouped by viewpoint to confirm positions on Chapter 9 and reasons for these positions.
- **Respectful Process:** Trained facilitators from within and outside the Ellensburg community will guide the process.
- **Transparent Written Record (Conversation Workshops will not be video recorded):** The viewpoints provided will inform the follow-up “Common Ground” workshop. The outcome of this second workshop will be a series of suggested solutions for Chapter 9 of the Comprehensive Plan to be presented to Council/City.

The Common Ground Workshop is scheduled for Saturday, October 4, 2025, from 10:00 a.m.-3:30 p.m. at Hal Holmes Community Center, 209 N Ruby Street, Ellensburg, WA. This workshop will follow the Braver Angels organization’s “Common Ground” structure where, “...a small, balanced group of Reds and Blues dive deep on an issue to identify areas of common interest, discuss possible solutions and develop unanimously held Points of Agreements on values, concerns and policies.”

The City of Ellensburg strives to make our services, programs, and activities readily accessible. Please submit requests for language assistance or reasonable accommodation to the ADA Coordinator by calling (509) 962-7222 or by email at ADAcordinator@ellensburgwa.gov. Five (5) business days' notice is appreciated. For questions, contact the City Manager's Office at (509) 962-7221.

5. ADU Info Session on August 19

ADU INFO SESSION

19 AUG 2025 • 6-8PM

HAL HOLMES COMMUNITY CENTER
209 N RUBY STREET ELLENSBURG

For land or homeowners in Ellensburg and Kittitas County to learn about new regulations for accessory dwelling units (ADUs) and connect with professionals



LEARN MORE ABOUT:

- Planning & financing your ADU
- Construction costs and fees
- Rentals and property value
- Meet lenders, architects, realtors, planning, building and utilities staff to get answers for your potential project



Pre-event survey
(before Aug 12)



QUESTIONS?

509-962-7270

freyl@ellensburgwa.gov

6. The Wall That Heals Schedule of Events at Rotary Park

- **Welcome** - Help welcome The Wall That Heals to Ellensburg by joining or standing along the procession route to Rotary Park as the Mobile Education Center comes into town. There will be a brief ceremony at Rotary Park acknowledging the presence of The Wall That Heals in Ellensburg. - September

2, 2:00 – 4:00 p.m.

- **Building The Wall That Heals** - September 3, 8:00 a.m. – 2:30 p.m.
- **Volunteer Orientation** - September 3, 6:00 – 7:30 p.m.
- **The Wall That Heals is Open to the Public** - Beginning Thursday, September 4, 2025, through 2:00 p.m. on Sunday, September 7, 2025, The Wall That Heals will be open to the public 24 hours per day.
- **Opening Ceremony** - September 4, 9:00 -10:00 a.m.
- **Agent Orange Candlelight Ceremony** Friday evening, September 5, at 7:00 p.m. (sunset)
- **Closing Ceremony - Date:** September 7, 1:45 – 2:00 p.m.
- **Take Down** - September 7, 2:15 – 7:00 p.m.

Find more information or volunteer at:

<https://www.thewallthathealsellsburg2025.com/events>

7. Replacement of Sloped Roof City Pool

The supplemental budget considered at this meeting, proposes use of \$535,000 of Recreational Facilities funding (REET 2 – Real Estate Excise Tax, second 0.25%) for engineering/design (\$35,000) and construction (\$500,000) of a roof replacement for the sloped roof at Kittitas Valley Memorial Pool and Fitness Center.

8. Preview of September 2 Council Agenda

- Public Facilities District for Funding Recreational Facilities
- An ordinance related to adopting changes to Accessory Dwelling Units (ADU) to comply with HB 1337
- On Demand Videos of Boards and Commissions