

CITY COUNCIL AGENDA

October 6, 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_hKZDHjb0QbuTcGXK2e51Ew

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

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 ADAAccordinator@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](https://www.youtube.com/channel/UCv3v3v3v3v3v3v3v3v3v3v3). 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, October 6, 2025
7:00 PM - Regular Meeting**

Study Session (No Public Comment)

A Code Enforcement Overview

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A Public Natural Gas and Power Week 7

2.B National Disability Employment Awareness Month 8

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 September 15, 2025 Regular Meeting 9

5.B Acknowledge Minutes of Boards and Commissions 13

5.C Project Acceptance - Bid Call 2022-09 - Gateway I 41

5.D Approve the Revised Interlocal Agreement between Franklin Conservation District and the City of Ellensburg 42

5.E Lodging Tax Advisory Committee Resignation - Gemma Fortier 52

5.F Amendment No. 2 to Interlocal Agreement between Kittitas Valley Fire and Rescue (KVFR) and the City of Ellensburg 53

5.G Amendment No. 2 to the Interlocal Agreement between Kittitas Valley Healthcare (KVH) and the City of Ellensburg 61

5.H	Amendment No. 2 to Agreement between Mountain View Post Acute (MVPA) and the City of Ellensburg	69
5.I	Amendment No. 2 to Agreement between Prestige Senior Living at Hearthstone (Hearthstone) and the City of Ellensburg	77
5.J	Cingular Wireless Communications Site Lease	85
5.K	Bid Award – Bid Call 2025-12, University Way Bridge Repair over BNSF Railroad	105
5.L	Approve October 6, 2025 Voucher Listing	107
6.	Petitions, Protests, and Communications	
6.A	Affordable Housing Commission Appointment - Sarah Syverson (Public Comment Opportunity)	108
6.B	Transportation Advisory Committee (ESD) Appointment - Carol Chrisman (Public Comment Opportunity)	112
6.C	Transportation Advisory Committee (CWU) Appointment - Alex Matheson (Public Comment Opportunity)	114
6.D	EPD CHASE Program Overview (Public Comment Opportunity)	115
7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4972 (2nd reading) — Amending City Code Chapter 6.54 relating to business licensing (Public Comment Opportunity)	117
9.B	Ordinance 4973 (1st Reading) - Revisions to Multifamily Housing Tax Incentives (Public Comment Opportunity)	124
9.C	Resolution 2025-25 Adult Activity Center Donation (Public Comment Opportunity)	131
9.D	Resolution 2025-26 to Support the City of Ellensburg's Proposition 1-Sales and Use Tax for Public Transportation (Transit) Systems (Public Comment Opportunity)	133
9.E	Resolution 2025-27 Authorization to Acquire Property (Public Comment Opportunity)	137
9.F	Resolution 2025-28 Amending the 2025 Pay Plan for Non-Represented Employees (Public Comment Opportunity)	157
9.G	Resolution 2025-29 to Accept a Bequest from the Estate of Pamela Dee Grueter-Schmidt to the City of Ellensburg Animal Shelter (Public Comment Opportunity)	166

10.	Unfinished Business	
11.	New Business	
	11.A Regional Tactical Response Team Interlocal with Kittitas County (Public Comment Opportunity)	169
12.	Miscellaneous	
	12.A Manager's Report (No Public Comment)	179
	12.B Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



City of Ellensburg

PROCLAMATION

Public Natural Gas and Power Week

WHEREAS, the City's natural gas and electric utilities provide our homes and businesses with clean, reliable, efficient, and low-cost services, and as customers and owners of our utilities we have a direct say in utility policies, rates, and services; and

WHEREAS, the City's natural gas and electric utilities are a valuable city asset that contribute toward making our community a better place in which to live and work through energy efficiency, customer service, environmental stewardship, and economic development; and

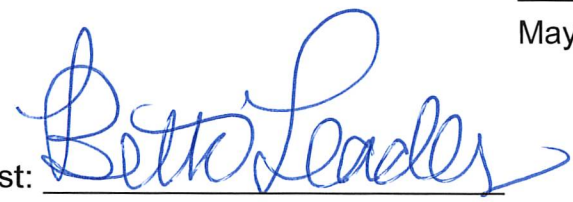
WHEREAS, the City's natural gas and electric utilities are carried out in a transparent, dependable, trustworthy, and businesslike manner;

THEREFORE, BE IT FURTHER RESOLVED that as the Mayor of the City of Ellensburg, I do hereby proclaim October 5-11, 2025, as "Public Natural Gas and Power Week" and expresses its appreciation for the volunteers serving on the Utility Advisory Committee and all City employees that contribute to the continuing success of the natural gas and electric utilities.

Dated this 6th day of October, 2025.



Mayor

Attest: 

City Clerk



City of Ellensburg

PROCLAMATION

National Disability Employment Awareness Month

"Celebrating Value and Talent"

Whereas, National Disability Employment Awareness Month is observed annually and sponsored by the U.S. Department of Labor through its Office of Disability Employment Policy; and

Whereas, the U.S. Department of Labor's Office of Disability Employment Policy chose a theme of "Celebrating Value and Talent"; and

Whereas, this theme recognizes and celebrates the value and talent American workers with disabilities add to our workplaces and economy and highlights their achievements both past and present; and

Whereas, we recognize that people with a disability are of all racial, ethnic, educational, social, and economic backgrounds, and all are valued members of our community; and

Whereas, workplaces that welcome the talents of all people, including people with disabilities, are a critical part of Ellensburg's efforts to build an inclusive community with a strong economy; and

Whereas, people with disabilities are an irreplaceable resource, and we cannot morally or financially afford to lose the contributions that people with disabilities bring to the workplace and to mainstream community life; and

Whereas, the Mayor of the Ellensburg City Council encourages employers to expand accommodations for their current and future employees and ensure all Ellensburg residents can realize the promise of equity in the workplace.

Now, Therefore, BE IT FURTHERMORE RESOLVED that as the Mayor of the City of Ellensburg, I do hereby proclaim October 2025 as National Disability Employment Awareness Month.

Signed this 6th day of October 2025.

A blue ink signature of the Mayor, written in a cursive style, positioned above a horizontal line.

Mayor

A blue ink signature of Beth Leader, written in a cursive style, positioned above a horizontal line.

Attest:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

September 15, 2025

7:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Palmer

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Housing Program Manager Frey, Community Development Director Carlson, Police Chief Wade, HR Director Young, Parks & Recreation Director Case and approximately twenty members of the public

Others present remotely via Zoom: three members of the public

2. Proclamations

Mayor Elliott acknowledged the proclamations

2.A Hispanic/LatinX Heritage Month 2025

2.B Library Card Sign-Up Month 2025

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A Approve Minutes of September 2, 2025 Regular Meeting

5.B Approve Minutes of September 2, 2025 Study Session

5.C Authorize CHIP grant application for IOOF housing project

5.D Resolution 2025-24 Approving Katie Meadows Phase II Final Plat

- 5.E Gateway II Amendment #3 to Aspect Engineering Original Contract Project Number 21-054

- 5.F Approve September 15, 2025 Voucher Listing

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

6. Petitions, Protests, and Communications

- 6.A Countywide Economic Development Partnership
Heidi Behrends Cerniwey, City Manager, introduced Kittitas County Commissioner Cory Wright to speak about the partnership

Rob Ogburn, Executive Director of CWU Business & Community Services, spoke regarding a sustainable economy.

Bryan Elliott, Kittitas County Auditor, presented information concerning the partnership structure and KCCOG.

Amy McGuffin, Kittitas County Chamber of Commerce CEO, spoke concerning collaboration and community support.

Jim Wohlpart, CWU President, spoke concerning protecting the community's assets and being proactive for the future.

City Manager Behrends Cerniwey finished the presentation with information concerning the interagency agreement and participation of entities involved.

Council asked questions of the presenters

Public comment was given on the topic from the following citizens:

- Lyle Smith, County resident
- Heather, County resident
- Pat Kelleher, City resident

- 6.B Ellensburg Crime Report (Public Comment Opportunity)
Ken Wade, Ellensburg Police Chief, reviewed crime report information in a presentation. Council asked questions of Chief Wade.

Public comment was given on the topic from the following citizen:

- Rollie, County resident

7. Public Comment on Non-agenda Issues

Pat Kelleher, City resident, spoke regarding Memorial Pool

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4971 (2nd reading) - Amending City Code Regarding Accessory Dwelling Units (ADUs), Street Improvements, and Impact Fees (Public Comment Opportunity)
Lily Frey, Housing Program Manager, presented information in the staff report.

Councilmember Palmer moved to conduct second reading and adoption of Ordinance 4971 Amending City Code Regarding Accessory Dwelling Units (ADUs), Street Improvements, and Impact Fees. **Motion Approved 7-0**

- 9.B Ordinance 4972 (1st reading) — Amending City Code Chapter 6.54 relating to business licensing (Public Comment Opportunity)
Beth Leader, City Clerk, presented information in the staff report.

Councilmember Lillquist requested the solicitor license still be a process, which could be handled administratively.

Public comment was given on the topic from the following citizen:

- Rosie Hale, County resident

Councilmember Lillquist moved to conduct first reading of Ordinance 4972, amending ECC Chapter 6.54 relating to business licensing. **Motion Approved 7-0**

10. Unfinished Business

- 10.A Request for Qualifications (RFQ) for Developer of Ellensburg Fieldhouse (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report. Council asked questions of staff. Brad Case, Parks & Recreation Director, answered questions.

Councilmember Lillquist moved to approve publication of proposed Request for Qualifications (RFQ) for Developer of Ellensburg Fieldhouse in substantially similar form. **Motion Approved 7-0**

11. New Business

12. Miscellaneous

- 12.A Manager's Report (No Public Comment)
Heidi Behrends Cerniwey, City Manager, presented information in the report.

She requested appointment of three Council observers for the October 4 Common Ground Workshop event. Councilmembers Thompson and Goodloe were selected.

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

-
- Councilmember Goodloe attended a DEI Commission meeting and The Wall that Heals
 - Councilmember Lillquist attended The Wall that Heals
 - Councilmember Thompson attended the Parks & Recreation Commission meeting
 - Councilmember Beauchamp attended the Parks & Recreation Commission meeting and reported on Lodging Tax Advisory Committee
 - Mayor Elliott attended the Mayor's Lunch in Cle Elum, expressed appreciation for The Wall That Heals, reported on KITTCOM, attended a Developmental Disabilities Advisory Committee meeting, Public Facilities District meeting, will attend a meeting with the City of Enumclaw and the ribbon cutting at Addison Place.

13. Executive Session

14. Adjournment

Meeting adjourned at 8:44 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

June 4, 2025

Time of Meeting

4:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Commissioner Garzone called the meeting to order at 4:36 p.m.

Present: Courtney Garzone (arrived 4:36 p.m.), John Perrie, Delano Palmer, Dan Witkowski, Peter Stone (arrived at 4:45 p.m.)

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

Others present: Dan Carlson - Community Development Director, Lily Frey - Housing Program Manager, Susan Grindle & Bill Hinkle - HopeSource, Tony Daguanno, Becky Morley & Amanda Perkins - Stewardship Development, Ann Gorman - Umpqua Bank, Dave Musial - National Equity Fund, two members of the public

Commissioner Palmer motioned to excuse the absence of Commissioner Bedsaul and Commissioner Funston. Motion passed 4-0. (Stone not present)

2. Approval of Agenda

Commissioner Palmer moved to approve the agenda. Motion passed 4-0 (Stone not present).

3. Approval of Minutes

4. New Business

- 4.A Pathways Place project update - HopeSource and Stewardship Development
Commissioners and guests involved with the Pathways Place project discussed project developments and current challenges in the construction of affordable housing, lenders' underwriting processes, affordable housing funding sources, market potential for single-room occupancy developments, motel conversion challenges, client services needs, and tax credit financing programs.
Commissioners noted interest in learning more about acquisition-rehabilitation tax credit funding.
- 4.B Review proposed AHC schedule & agenda July-December 2025
Housing Program Manager Frey presented a suggested schedule for July-December 2025, including a joint study session with the Planning Commission on July 10, 2025, in lieu of the regular first week of July meeting and the ADU

open house in lieu of the regularly scheduled August meeting. Commissioners discussed holding the September meeting in the third week of the month to reduce conflicts with the fair, rodeo, and back to school. Commissioner Palmer moved to approve the proposed July 2025 schedule changes and review the August-September schedule change with feedback from absent commissioners.

5. Unfinished Business

- 5.A Accessory Dwelling Unit (ADU) open house planning next steps
Frey shared the revised concept note for the ADU open house based on commissioners' feedback from the previous meeting, Hal Holmes facility availability, and the draft survey. The draft survey is to gather feedback on community questions and priorities for the event. Commissioners recommended opportunities for additional public outreach, suggested ways to connect with people who could not attend the event, and recommended adding a survey question on where respondents would most likely access recordings.

6. Public Comment

None.

7. Staff Update/Discussion Items

- 7.A Review current incentive programs (traffic impact fee waivers, water and sewer connection fee waivers, multifamily tax exemption, density bonuses) and authorizing legislation
Frey presented the Residential Development Incentives page on the City website and each of its programs and noted that many incentive program parameters are set by state statutes. Commissioner Garzone recommended highlighting the sources of some of these limitations on the page.

Frey updated the Commission that Addison Place is being discussed with the legal team.

The contract for the Catherine Property wetland monitoring has been executed.

This meeting was Peter Stone's last meeting. The opening will be advertised.

8. Commission Representative Update

Commissioner Palmer discussed the conversion of park public restrooms for the un-housed to be able to shower.

9. Adjournment

Commissioner Garzone adjourned the meeting at 6:03 p.m.



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Joint Study Session

Date of Meeting

July 10, 2025

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Commissioner Harrell called the Joint Planning Commission and Affordable Housing Commission meeting to order at 5:45 p.m.

Present: Sarah Bedsaul; John Perrie; Dan Witkowski; Courtney Garzone; Delano Palmer

Absent: Kim Funston

Others Present: Lily Frey-Housing Program Manager; Stacey Henderson-Planning Manager; Dan Carlson-CDS Director; Kathy Boots-Planning Technician; David Miler-City Council Liaison; Mark Rud-Associate Planner; Michael Buehn, Ed Harrell; Sigrid Davison; Geraldine O'Mahony (arrived at 5:47 p.m.); George Bottcher; Sathy Rajendran; Joe Sheeran; two members of the public.

2. Approval of Agenda

The new member of the Planning Commission, Joe Sheeran, was introduced.

3. Approval of Minutes

- 3.A May 21, 2025 Affordable Housing Commission meeting minutes
Commissioner Palmer motioned to approve the minutes for the Affordable Housing Commission meeting on May 21, 2025. Motion passed 5-0.

4. New Business

- 4.A Inclusionary zoning discussion with Mark Rud, Associate Planner
Lily Frey provided the framework for the meeting. Mark Rud gave a presentation on the basics of Inclusionary Zoning (IZ). Rud provided research on other jurisdictions that have implemented mandatory IZ and the particulars of sample programs. The commissioners were presented with the benefits and challenges of mandatory IZ. Bonus incentives for IZ have many options to consider, such as development size, limited to certain zones, allowed density, and Multi-Family Tax Exemption. Commissioner Palmer inquired about how the programs worked for other jurisdictions or the challenges they faced. Commissioners discussed reduced parking, reduced open space, AMI percentages, parking off-site, and whether incentives would be worthwhile to

builders. Could this be a joint project with the County in zones that are in the Urban Growth Area? Commissioners would like to know if the City Council would support IZ. Commissioner Palmer stated the City Council would want more data prior to a decision to support this policy.

5. Unfinished Business

None.

6. Public Comment

None.

7. Staff Update/Discussion Items

7.A Comprehensive plan update

Stacey Henderson updated the commissions that a consultant for the Comprehensive Plan update has been hired. SCJ Alliance will start working on their studies and there will be a kick-off meeting. The City Council approved the public participation plan for the Comprehensive Plan update. A public open house will be hosted in the fall with staff available to gather data on public input on the Comprehensive Plan update. A logo is being developed, and a website is going to be created.

7.B Review & approve August-September Affordable Housing Commission meeting schedule changes

Lily Frey reviewed upcoming Affordable Housing Commission meeting dates.

7.C ADU open house planning update

Frey discussed the upcoming public Accessory Dwelling Unit presentation at Hal Holmes in August. Frey mentioned a variety of professions she would like to attend the open house. A draft flyer is being created. A press release and social media post will advertise the event.

8. Commission Representative Update

Commissioner Palmer discussed the public interest in new swimming pool and fieldhouse facilities. Commissioner Davison supports having more activities for children.

9. Adjournment

The meeting was adjourned at 6:56 p.m.

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

July 8, 2025

3:00 PM

Council Chambers & Zoom

1. Call to Order and Roll Call

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

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

Also present: Nicole Klauss, DEI Commission staff member; Rhonda Schmidt, Ellensburg School District liaison; Ruben Cardenas, CWU Associate Vice President liaison, Student Engagement and Success; Ramona Bryant, League of Women Voters of Kittitas County; and 3 members of the public.

2. Approval of the Agenda

Commissioner Backlund moved to approve the agenda. Commissioner Cleary seconded the motion. There was no discussion. **Motion approved 6-0.**

3. Approval of Minutes from June 10, 2025 Commission Meeting

Commissioner Divine moved to approve the minutes from the June 10, 2025 DEI Commission Meeting. Commissioner Backlund seconded the motion. There was no discussion. **Motion approved 6-0.**

4. New Business

A. Study Session Follow Up

Goodloe asked for reflections on the June study session with City Council. Goodloe reported receiving a positive response about the conversation and information provided.

Carnell said it was a good conversation that could have gone longer. Hoefer expressed gratitude for the space and time, and said the Councilmembers did a good job participating and hopes to continue the conversation. Eliatamby-O'Brien said the conversation gave insight into how to build communicative relationships and areas for clarity.

B. Discuss Opening Future Meetings With Reading Definitions

Staff provided an update. In previous meetings the DEI Commission discussed a proposal to open meetings with a grounding exercise that includes definitions of diversity, equity, inclusion, accessibility, and belonging.

Commissioner Cleary moved to accept the statements and to start future commission meetings by reading the statements. Commissioner Backlund seconded the motion. Discussion included to read them in full with the examples, that the examples could be

expanded over time, and that they could be updated to include the business case for economic impact of DEI. **Motion approved 6-0.**

C. Comprehensive Plan Update

Goodloe provided an update on the Comprehensive Plan process. The July 21 meeting is when City Council will consider whether to docket the request to eliminate Chapter 9 of the Comprehensive Plan. Goodloe said, if docketed, there will be a series of community meetings and opportunities for community feedback on the amendments.

Hoefer asked if the DEI Commission can request a study session to discuss this with the City Council if it is docketed, so the Commission can figure out how to respond and support Council. Goodloe will discuss with the Mayor and City Manager.

Carnell asked about the July 7 study session and how that tied in with this update; staff clarified the study session was for the 2026 Comprehensive Plan update.

The Commission requested the City Manager and Community Development attend the August DEI Commission meeting to provide an update.

D. Retreat Planning

Staff asked for feedback for agenda topics for the upcoming retreat.

Topics the commission wishes to discuss include:

- Reflection on what they are hearing and talking about the 2026 work plan, what to do differently, add, or make adaptations, accomplishments
- Update on the Comprehensive Plan and community discussions
- Supporting each other on projects, how to assist each other and get things done
- More discussion on what the block party idea would require putting together to take to City Council
- Review long-term and short-term goals and see if commission wants to change them
- How to work with liaisons better (possibly put at beginning of agenda so they can attend)
- 15 minutes to review the Council's strategic vision

Staff requested facilitator suggestions. Commission members requested a facilitator that could build on last year's session and is familiar with the DEI Commission in Ellensburg.

E. Discuss Block Party Idea

Divine gave a brief introduction to the block party idea, of helping create a program to help neighborhoods in Ellensburg host block parties. The Commission could possibly help offset costs for noise waivers, street closures, and permits. The idea is that it would apply equity to the community because not every child can afford to go to summer camps, but everyone could attend the block parties. The goal would be that eventually neighborhoods would do this themselves without assistance.

Staff said the idea would likely require vetting from legal, special events, and other City departments. It should go to City Council first to see if the Council wants to pursue the idea because they could direct staff to do the research. The Commission will discuss this further at the retreat to determine if it should go on the 2026 work plan.

5. Previous Meeting Motions And To-Do List Review

Carnell reported reaching out the multicultural day organizer in Tri-Cities. Eliatamby-O'Brien also reached out to folks involved in multicultural day events. They plan to set up a meeting to discuss if the event is possible this year and to look at dates in the early fall.

6. Liaison Reports

- Ellensburg School District liaison Rhonda Schmidt reported: The district is looking at doing a Belonging in the Burg event in the fall and another event that is related to the new strategic plan. ESD submitted their first report to the Department of Justice. ESD is holding professional development for staff including a speaker focused on inclusion of kids with IEPs in mainstream classes.
- CWU liaison Ruben Cardenas reported: The construction of CWU's new multicultural center is progressing in Black Hall. The goal is to open part of it this fall/winter.

6. Subcommittee Reports

Goodloe said the Juneteenth event was well attended and had good music.

Backlund wants to discuss the future of the listening tours and what is next. Goodloe requested a subcommittee meeting.

7. Commission Member Reports

Goodloe reported that Council is making changes to their rules regarding:

- additional time for public commenters utilizing language interpreter services;
- additional time for public commenters who may require an ADA-related accommodation;
- additional time at the end of Council agendas for continued public commentary

Goodloe reported there are conversations happening around parks and recreation in the community and the Parks Department is working to update the Parks, Recreation, Open Space, and Sustainable Funding Plan.

Divine reported APOYO has lost a lot of its funding so there is a GoFundMe open.

8. Staff Report

Staff reported:

- Ellensburg Academy is on July 29 at 6 p.m. at Hal Holmes.
- Summer Concerts in Unity Park are happening on Thursdays in July and August at 6:30 p.m.

- Coffee with City Council is 9-11 a.m. August 13 at the Adult Activity Center.
- A couple of members are due to renew their OPMA/Public Records training and notifications have been sent.

9. Public Comments

Chair Goodloe called for public comment.

Lisa James, Ellensburg, provided public comment.

William Coleman, Kittitas, provided public comment.

Next Meeting July 8, 2025

Topics: Possible proposal for reallocation of spending plan, Comprehensive Plan process update from Community Development and/or City Manager

Meeting adjourned at 4:16 p.m.

Nicole Klauss

Drafted: 7/9/2025

Approved: 9/9/2025

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

August 12, 2025

3:00 PM

Council Chambers & Zoom

1. Call to Order and Roll Call

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

Roll Call Present: Phil Backlund, Tylenne Carnell, Kandee Cleary, Teresa Divine, Nancy Goodloe, Amber Hoefer, and M. Eliatamby-O'Brien.

Also present: Nicole Klauss, DEI Commission staff member; Stacey Henderson, Planning Manager; Dan Carlson, Community Development Director; Dr. Elvin Delgado, CWU Associate VP Faculty Relations, Equity, and Belonging (CWU liaison); and 2 members of the public (1 in person and 1 online).

Commissioner Kandee Cleary moved to approve an excused absence for Commissioner Serena Turney. Commissioner Phil Backlund seconded the motion.

Motion approved 5-0 (Commissioner Eliatamby-O'Brien had not yet arrived).

The Commission read the grounding statement.

2. Approval of the Agenda

Commissioner Phil Backlund moved to approve the agenda. Commissioner Kandee Cleary seconded the motion. There was no discussion. **Motion approved 5-0** (Commissioner Eliatamby-O'Brien had not yet arrived).

3. Approval of Minutes from July 8, 2025 Commission Meeting

Staff inadvertently left the minutes attachment off the agenda packet, so they will be added to the September meeting for approval.

4. New Business

A. Comprehensive Plan Update

Planning Manager Stacey Henderson provided an update on the Comprehensive Plan 2025 amendment process regarding 25-02. There are two Community Conversation Workshops open to everyone, and DEI Commission members can participate.

- 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 Oct. 4 Common Ground Workshop will be open to nominated individuals from the earlier workshops.

Staff reviewed the formal adoption process and said the goal of the workshops is to keep the discussion focused on the Comprehensive Plan. Commissioner Hoefer asked about guardrails for harmful language and staff said facilitators are working on that.

Chair Goodloe asked when the DEI Commission might weigh in. Staff said they have a schedule to follow regarding the comprehensive plan process. It will have to go to Commerce for a 60-day Review on October 15, and there will concurrently be a SEPA public comment period. Goodloe suggested staff attend the Oct. 17 DEI Commission retreat to provide an update on the review of the draft that is being submitted to Commerce.

Commissioner Backlund asked if the DEI Commission will get a chance to engage with the City Council. Staff said that is up to the Council.

B. Discussion: Response To City Council Regarding Docketing?

The Commission discussed a response to City Council regarding the docketing of 25-02. Commissioner Hoefer asked if there is something the commission wants to formally ask Council or how the commission wants to show up in this process.

Commissioner members expressed it may be hard for people to continue showing up through this process when they have jobs, kids, transportation, and other things to consider. There was a suggestion to have a survey or some way for people who can't attend the workshops or meetings to provide their feedback.

Goodloe said she hopes it will come back to the Commission because if it were a parks issue, the Parks Commission would likely weigh in.

Commissioner Carnell asked what lens the Planning Commission will use when considering the recommendations.

Commissioner Divine made a motion to ask for another study session with City Council after the report from the Community Conversation Workshops is available.

Commissioner Cleary seconded the motion. During discussion, there was a request to get a written version of the Comprehensive Plan timeline and staff recommended making the request for a study session sooner than later as the Council schedule gets booked. **Motion approved 6-0** (Eliatamby-O'Brien had joined the meeting by this point).

C. Retreat Planning

Staff provided an update on the Oct. 17 retreat and asked if any members of the commission would be willing to help facilitate pieces of the agenda. Commissioner Cleary, Eliatamby-O'Brien, Hoefer, and Chair Goodloe indicated they would be interested in collaborative facilitation.

Staff will ask Community Development if they will be available to participate in the retreat to provide an update on the Community Conversation Workshops.

5. Previous Meeting Motions And To-Do List Review

The Commission reviewed the previous meeting motions and agreed to move the two outstanding items from the 90-day list over to the next 90-days since they have been focusing energy elsewhere. The new 90-day deadline is November 10, 2025.

6. Liaison Reports

There were no reports from liaisons.

7. Subcommittee Reports

The listening tours are on hold while the Commission works through other issues.

Goodloe visited briefly with Rhonda Schmidt, ESD liaison, and it sounds like their conversation with students will deviate from the World Café model.

8. Commission Member Reports

Commissioner Backlund reported:

- The Wall that Heals will be in Ellensburg (Sept. 4-7) and needs volunteers.
- People do not know what the DEI Commission does, so he put together an informal sheet with talking points. That will be shared with the Commission.

Commissioner Cleary reported Shakespeare in the Park is Aug. 12, 13, and 15.

Commissioner Eliatamby-O'Brien reported attending the Harmonize unveiling and said there is misinformation about funding.

9. Staff Report

Staff reported:

- The Adult Activity Center sponsors the "Senior Lounge" at the Kittitas County Fair, and volunteers are needed.
- Summer Concerts in the Park at 6:30 p.m. August 14 & 21 at Unity Park
- Coffee with City Council from 9-11 a.m. August 13 at the Adult Activity Center
- Ellensburg Jr. Rodeo Parade is August 16.
- Accessory Dwelling Unity Info Session on August 19 from 6-8 p.m. at Hal Holmes Community Center. The program will include brief presentations on the phases of planning, financing, and constructing and managing an ADU followed by Q&A.
- City Tree Survey is open until August 31 at www.ellensburgwa.gov/treesurvey.
- Ellensburg Academy on September 24 at 6 p.m. at Hal Holmes Community Center.
- Poet Laureate application period is open. Submissions due by Sept. 15

10. Public Comments

Chair Goodloe called for public comment.

William Coleman, Kittitas, provided public comment.

11. Preview Next Meeting September 9, 2025

- Approval of minutes from July 8 & August 12 meetings

- Additional retreat discussion

Meeting adjourned at 4:07 p.m.

Nicole Klauss

Drafted: 8/13/2025

Approved: 9/9/2025



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Environmental Commission, Regular Meeting

May 21, 2025

5:15 PM

Council Conference Room

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

Commissioner Linhart called the meeting to order at 5:16 p.m.

Present: Jean Marie Linhart, Jess Black, Brenda DeVore, Kamran Hermann, Ravin Harlin

Absent: Christina Wollman (excused)

Others Present: Dan Carlson-CDS Director; Josh Mattson-Assistant City Engineer; Kathy Boots-Planning Technician

Commissioner Black motioned to approve the absence of Christina Wollman. Motion passed 5-0.

2. Approval of Agenda

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

3. Approval of Minutes

3.A Approval of March 19, 2025 Environmental Commission Meeting Minutes
Commissioner Hermann motioned to approve the March 19, 2025, meeting minutes. Motion passed 5-0.

3.B Approval of April 16, 2025 Environmental Commission Meeting Minutes
Commissioner Hermann motioned to approve the April 16, 2025, meeting minutes. Motion passed 5-0.

4. New Business

4.A Review Draft Ordinance with Commission Changes

The draft ordinance was sent out with the agenda packet. The members are asked to review the proposed ordinance and be ready for a recommendation at the June 2025 meeting. Commissioner Linhart would like to move to the Transportation Safety committee.

4.B Acceptance of the City of Ellensburg Transportation Safety Action Plan and Adoption of the Vision Zero Fatality and Serious Injury Commitment

Josh Mattson discussed elements of the Traffic Safety Action Plan. For the process of developing the plan, they used a consultant and did outreach to the

community through a survey. The goal is to adopt a commitment to zero fatalities and serious injuries. Mattson reviewed high-risk intersections and listed the recommendations in the appendix. The top concerns were discussed with the Commission. Commissioner Hermann recommended moving the Traffic Safety Action Plan to the City Council for approval. Motion passed 5-0.

5. Unfinished Business

5.A Recycling Event Report

Commissioner DeVore gave a report on the recycling event. There are several items that may be included for next year's event. The event was considered successful with many items being recycled and donations of bikes.

6. Public Comment

None.

7. Staff Update/Discussion Items

None.

8. Adjournment

The meeting was adjourned at 5:50 p.m.

9. Bicycle Advisory

9.A Bike Month Updates

The bicycle month event is going to be May 31, 2025.

9.B AASHTO Bike Guide Report

The bike guide report is for information only.



CITY OF ELLENSBURG

Minutes of Environmental Commission, Regular Meeting

Date of Meeting

July 16, 2025

Time of Meeting

5:15 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Present: Jess Black, Brenda DeVore, Kamran Hermann, Ravin Harlin, Christina Wollman

Absent: Jean Marie Linhart

Others Present: Dan Carlson-CDS Director; Rebecca Springer-Water Resource Manager; Ryan Lyyski-PW Director; Nancy Lillquist-City Council Liaison; one member of the public

Commissioner DeVore motioned to excuse the absence of Jean Marie Linhart. Motion passed 6-0.

2. Approval of Agenda

Commissioner Hermann motioned to approve the agenda. Motion passed 6-0.

3. New Business

3.A Water/Stormwater Education Presentation

Ryan Lyyski, Director of Public Works, introduced Rebecca Springer. Rebecca Springer was recently hired by the City of Ellensburg (COE) as the Water Resource Manager. Public Works is now accepting applications for the Water Quality Grant. Springer gave a presentation explaining the City of Ellensburg's stormwater process and why it is so important to have quality water that ends up in local streams. The Commission members are eager to receive feedback from Springer regarding the grant applications received and how they could help improve stormwater goals.

3.B Recommendation to City Council Regarding Proposed Ordinance Relating to Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee

Carlson reviewed the proposed ordinance. No changes have been made since it was last presented to the Commission. Commission members discussed which (or both) Commission/Committee group is of interest to them. The ordinance does not indicate which department will staff the Commission. Commissioner Hermann motioned to recommend the ordinance as presented be sent to the City Council for approval. Motion passed 6-0.

4. Unfinished Business

None.

5. Public Comment

None.

6. Bicycle Advisory

The Law & Justice grant is now open to receive applications. Commissioner DeVore will reach out to her contact from last year to find out why the grant was not approved last year. This year the application will include statistics.

7. Staff Update/Discussion Items

Commissioner Harlin stated there would be a new person at the IOOF cemetery assisting with bicycle repair. This will increase the number of days bicycles can be repaired. Outreach to apartment building owners around the time the college year ends may bring in more bikes.

Springer stated that the City is working on Urban Forestry and is creating a stakeholder work group. Commissioner Hermann volunteered to be part of the work group.

8. Adjournment

The meeting was adjourned at 6:09 p.m.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Environmental Commission, Regular Meeting

June 18, 2025

5:15 PM

Council Conference Room

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

The meeting was canceled at 5:27 p.m. because of a lack of a quorum.

2. Approval of Agenda

3. New Business

- 3.A Recommendation to City Council Regarding Proposed Ordinance Relating to Utility Advisory Committee, Environmental Commission, and Public Transit Advisory Committee

4. Unfinished Business

5. Public Comment

6. Bicycle Advisory

- 6.A Bike Month Recap
- 6.B Bike Month Thank You Cards

7. Staff Update/Discussion Items

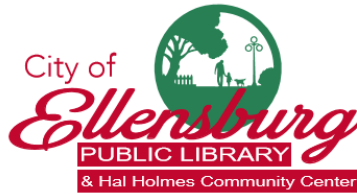
8. Adjournment

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

July 8, 2025

4:30 p.m.

Council Conference Room

Richard Moreno, Chair term expires December 31, 2026

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

Mary James, term expires December 31, 2027

Marty Blackson, term expires December 31, 2027

Josh Aubol, term expires December 31, 2027

Andreina Delgado, term expires December 31, 2028

Emily Brown-Pratz, term expires December 31, 2030

I. CALL TO ORDER

Carpenter called the meeting to order at 4:33 p.m.

II. ATTENDANCE

PRESENT: Emily Brown-Pratz, Vikki Carpenter, Andreina Delgado, Mary James

ABSENT (excused): Josh Aubol, Marty Blackson, Rich Moreno

COUNCIL LIAISON: Sarah Beauchamp

GUEST(S): None

OTHERS PRESENT: Josephine Camarillo (Staff)

III. APPROVAL OF AGENDA

Motion made by Brown-Pratz to approve the agenda; motion seconded by Delgado.

Motion approved. Motion passed 4-0.

IV. APPROVAL OF MINUTES

Motion made by James to approve the May 2025 minutes; motion seconded by Brown-Pratz.

Motion approved. Motion passed 4-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

Council member Beauchamp reported on Coffee with Council that was held in the library on June 24th.

VI. REPORTS

- A. Director Report: CDBG Block grant contract was officially signed. Bids will go out in 2025, with construction tentatively starting in 2026. Summer reading program for youth and adults off to a great start. FISH food bank on site giving free lunches for kids 17yrs and younger every Tuesday and Wednesday, 12pm-12:45pm. Kick-off party on June 25th was well attended with at least 250 people coming through. Big thank you to all volunteers that included Friends of the Library and Library Board. June circulation stats slightly lower from the previous year.
- B. Budget Report: June budget final numbers not yet ready. May budget was sent after regular May meeting, and all is on track.

- C. Friends of the Library Report: FOL decided to not host big book sale in October 2025. They will be trying popup sales throughout the year in the lobby. Dates TBA.
- D. Library Birthday Event: Date set for January 20, 2026.

VII. UNFINISHED BUSINESS

- A. Library user survey- Board narrowed down questions to 8 total. Board will continue to add more questions where needed. Options included: How do you use the library? (in-person or virtual or both). Do you live in the city or outside city limits? Also adding a comment box for further input. Second draft will be reviewed at the next meeting.

VIII. NEW BUSINESS

- A. New library card design contest is now open for submissions. Contest will close July 31, 2025 at midnight. Contest is open to all ages, no library card required but must live in Kittitas County.

IX. UNSCHEDULED BUSINESS

Technical Services department will be invited to future Board meeting to share what they do for the library. Board interested in the process of how a book is added to the collection.

X. UPCOMING PROGRAMS/EVENTS

Upcoming events presented.

XI. NEXT MEETING

Tuesday, September 9, 2025, at Council Conference Room, City Hall/ ZOOM.

XII. ADJOURNMENT

With no further discussion, the meeting was adjourned by Carpenter at 5:35 p.m.

Respectfully submitted,
Josephine Camarillo, staff



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Lodging Tax Advisory Committee, Regular Meeting

August 6, 2025

2:00 PM

Council Conference Room 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Meeting began at: 2:02 pm

1. Call to Order and Roll Call

1.A Roll Call Present: Carmen Wiggins, Steve Townsend, Arlo Evasick, Gemma Fortier, and Sarah Beauchamp
Absent: Lacie Dawson (excused)

Guests: Matt Anderson, Kittitas County Chamber of Commerce

2. Approval of Agenda

2.A Motion: Move to approve the August 6, 2025, LTAC meeting agenda as amended to include item 5.B. Staff Report.

By: Steve Townsend

Seconded by: Carmen Wiggins

All in Favor: All in favor

Opposed: None

Abstained: None

Motion carries

3. Approval of Minutes

3.A Approval of the July 9, 2025, Lodging Tax Advisory Committee meeting minutes as presented.

Motion: Move to approve the July 9, 2025, Lodging Tax Advisory Committee meeting minutes as presented.

By: Carmen Wiggins

Seconded: Steve Townsend

All in Favor: All in Favor

Opposed: None

Abstained: None

Motion Carries

4. Previous Business

4.A Downtown Beautification: Trash Receptacles/Street Furniture Update
Staff reviewed July 21, 2025, presentation to City Council. There was discussion regarding community concerns and the allocation of funds and comments that funding should be "put toward the city pool". Per RCW 67.28.1815 lodging tax funds are "used

solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities.” Staff let the committee know about the idea of repurposing existing trash cans to potentially repair the downtown planters, utilizing Ellensburg High School CTE students. Committee felt this was a great partnership and way to repurpose materials and save money on the downtown planters.

Staff Action Item: Staff will explore this option with the Ellensburg Downtown Association and Ellensburg High School staff/students and report back to the Lodging Tax Advisory Committee.

5. New Business

5.A Consolidated Lodging Tax Advisory Committee (CLTAC) Updates

Steve Townsend gave updated report and committee discussed recent challenges in communication and processes surrounding decision making and transparency of processes.

5.B Staff Report:

i. Interlocal Agreement (ILA) Between Kittitas County and City of Ellensburg for Rodeo Grandstands Funding Partnership

Staff let the committee know that the City Attorney on August 6, 2025, had received the above-mentioned ILA from the County Attorney for review. The agreement is based on a presentation at the April 5, 2023, LTAC meeting from the Kittitas County Events Center/Rodeo Arena Funding group requesting \$250,000.00 annually for ten (10) years from the City of Ellensburg Lodging Tax funding to help pay for new grandstands for the rodeo arena. The Lodging Tax advisory committee consisting of four (4) members at the time, Adam Winn, Marie Smith, Lacie Dawson, and Steve Townsend moved to approve recommendation to authorize \$250,000.00 per year for ten years from LTAC funds to support the Ellensburg Rodeo Grandstands Project. The motion was approved 3-0, with one abstention. As of today, the project has not gone before City Council for final approval since there was no formal application process, further information was requested from City administration that has not been provided.

Committee discussion:

- Only two of the current members were part of the April 5, 2023, presentation, while Gemma Fortier was part of the meeting, at the time she was attending the meeting pending her selection on the committee.
- Budgetary concerns were raised, regarding the annual amount, as in the last two years, the situational need in Ellensburg may have changed. Reference was made specifically to the destruction of the Ellensburg Recreation and Racquet Club, due to an arson fire and the current financial needs to build the replacement facility, the Ellensburg Community Fieldhouse.

- All committee members expressed overall support for the grandstand project, but with so many new members, and a different funding climate, felt that they wanted to revisit this recommendation.

Committee Decision and Recommendation: The Lodging Tax Advisory Committee feels that an Interlocal Agreement is premature after two years and would like the Kittitas County Events Center/Rodeo Arena Funding group to come back and present again, with updated figures and information.

ii. PLACES Conference: Staff informed the committee that there is an opportunity that Ellensburg could host the PLACES Conference on Oct. 7-9 2026. The conference is a Washington Trust For Historic Preservation and Main Street America conference that typically brings together 375-400 people from across the state. The Ellensburg Downtown Association is submitting the application to host with support from the City of Ellensburg, Central Washington University, the Kittitas County Chamber of Commerce, and other businesses. A planning committee has been formed. The cost of hosting the conference is typically, \$100,000.00, with a potential local economic impact over the three-day conference of \$350,000 to \$400,000 spent at hotels, restaurants, and local businesses. Additionally, as the conference runs through Friday, marketing for the event will encourage participants to extend their stay and explore the region.

iii. 10-Year Tourism Strategic Plan—Ellensburg Specific Appendix: With the launch of the 10-Year County-Wide Tourism Strategic Plan, the City of Ellensburg is in early conversations with our tourism partner, the Kittitas County Chamber of Commerce about creating an Ellensburg Tourism Appendix to that plan. It will help create Ellensburg specific goals and strategies for tourism that will address current needs and help manage future growth. If this moved forward, it would be an amendment to the existing PSA with the Chamber.

6. **Tourism Report** Chamber representative, Matt Anderson handed out the Social Media Report on Tourism and gave brief overview due to time constraints.

7. **Budget Update** Staff gave budget update.

8. **Citizen Comment** There was no citizen comment

9. **Adjournment** With no further business, the meeting was adjourned at 2:57 pm.

Respectfully Submitted,
Kelle Vandenberg



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Planning Commission, Regular Meeting

May 22, 2025

5:45 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

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

Present: Michael Buehn, Ed Harrell, Sigrid Davison, Geraldine O'Mahony, George Bottcher

Absent: Sathy Rajendran;

Others Present: Stacey Henderson-Planning Manager; Dan Carlson-CDS Director; Lily Frey-Housing Program Manager; Mark Rud-Associate Planner; Kathy Boots-Planning Technician, three members of the public

Commissioner O'Mahony motioned to approve the absence of Sathy Rajendran. Motion passed 5-0.

2. Approval of Agenda

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

3. Approval of Minutes

3.A Review of March 13, 2025 Planning Commission Meeting Minutes.
Commissioner Buehn motioned to approve the minutes from the March 13, 2025, meeting. Motion passed 5-0.

3.B Review of April 10, 2025 Planning Commission Meeting Minutes
Commissioner Davison motioned to approve the minutes from the April 10, 2025, meeting. Motion passed 5-0.

4. New Business

4.A Affordable Housing Presentation
Lily Frey gave a presentation on affordable housing. The goals of the housing chapter of the Comprehensive Plan were discussed. A consultant is going to assist with doing an analysis on the land capacity available for the City of Ellensburg. Once the land capacity study is complete, the City of Ellensburg can look at ways to improve the development of affordable housing. A Washington State Bill will require code changes to allow for co-living, residential parking, impact fees, and unit lot subdivisions. The changes in code are required as part of the periodic update.

5. Unfinished Business

None.

6. Citizen Comment

None.

7. Staff Update/Discussion Items**7.A 2026 Periodic Update Consultant Statement of Qualifications**

The consultant SCJ has been selected for the Comprehensive Plan update.

There will be a kick off meeting scheduled.

8. Commission Representative Update

Commissioners requested an update on the recent Comprehensive Plan proposals and what the next steps will be.

9. Adjournment

The next meeting is scheduled for June 12, 2025.

The meeting was adjourned at 6:14 p.m.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Planning Commission, Regular Meeting

July 10, 2025

5:45 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

Commissioner Harrell called the joint Affordable Housing Commission and Planning Commission meeting to order at 5:45 p.m.

Present: Michael Buehn, Ed Harrell, Sigrid Davison, Geraldine O'Mahony (arrived at 5:47), George Bottcher, Sathy Rajendran; Joe Sheeran

Others present: Stacey Henderson-Planning Manager; Lily Frey-Housing Program Manager; Dan Carlson-CDS Director; Kathy Boots-Planning Technician; David Miller-City Council Liaison; Mark Rud-Associate Planner; Sarah Bedsaul; John Perrie; Dan Witkowski; Courtney Garzone; Delano Palmer, two members of the public.

2. Approval of Agenda

The new member of the Planning Commission, Joe Sheeran, was introduced.

Commissioner Sheeran motioned to approve the agenda. Motion passed 6-0.

3. Approval of Minutes

No minutes for the Planning Commission.

Commissioner Palmer motioned to approve the minutes for the Affordable Housing Commission meeting on May 21, 2025. Motion passed 5-0.

4. New Business

- 4.A Inclusionary Zoning Discussion with Mark Rud, Associate Planner
- Lily Frey provided the framework for the meeting. Mark Rud gave a presentation on the basics of Inclusionary Zoning (IZ). Rud provided research on other jurisdictions that have implemented mandatory IZ and the particulars of sample programs. The commissioners were presented with the benefits and challenges of mandatory IZ. Bonus incentives for IZ have many options to consider, such as development size, limited to certain zones, allowed density, and Multi-Family Tax Exemption. Commissioner Palmer inquired about how the programs worked for other jurisdictions or the challenges they faced. Commissioners discussed reduced parking, reduced open space, AMI percentages, parking off-site, and whether incentives would be worthwhile to

builders. Could this be a joint project with the County in zones that are in the Urban Growth Area? Commissioners would like to know if the City Council would support IZ. Commissioner Palmer stated the City Council would want more data prior to a decision to support this policy.

5. Unfinished Business

None.

6. Citizen Comment

None.

7. Staff Update/Discussion Items

Stacey Henderson updated the commissions that a consultant for the Comprehensive Plan update has been hired. SCJ Alliance will start working on their studies and there will be a kick-off meeting. The City Council approved the public participation plan for the Comprehensive Plan update. A public open house will be hosted in the fall with staff available to gather data on public input on the Comprehensive Plan update. A logo is being developed, and a website is going to be created.

Lily Frey reviewed upcoming Affordable Housing Commission meeting dates. There is going to be a public Accessory Dwelling Unit presentation at Hal Holmes in August. Frey mentioned a variety of professions she would like to attend the open house. A draft flyer is being created. A press release and social media post will advertise the event.

8. Commission Representative Update

Commissioner Palmer discussed the public interest in new swimming pool and fieldhouse facilities. Commissioner Davison supports having more activities for children.

Tonight's meeting is Commissioner Davison's last meeting since she is relocating. Interviews for the open position will be held. A new Vice Chair will need to be elected.

9. Adjournment

The meeting was adjourned at 6:56 p.m.



CITY OF ELLENSBURG

Minutes of Utility Advisory Committee, Regular Meeting

Date of Meeting

June 18, 2025

Time of Meeting

2:30 PM

Place of Meeting

Remotely via Zoom

1. Call to Order and Roll Call of Members

Chair Bousson called the meeting to order at 2:32 pm.

Members present: Nancy Lillquist, City Council (Zoom); Delano Palmer, City Council (arrived via Zoom at 2:40 pm); Jeff Bousson, CWU (Zoom); Fred Springsteen, Utility Customer.

Not present: Bryan Clark, KITTCOM (Absent/no telecom items), Audrey Huerta, Utility Customer (unexcused).

Also present: Buddy Stanavich, Energy Services Director; Kim Bowie, Operations Analyst; Ryan Lyyski, Public Works Director; Rebecca Springer, Water Resource Manager; John Mooers, Rate Analyst.

Ryan Lyyski introduced the new Water Resources Manager, Rebecca Springer.

2. Approval of Agenda

Committee member Lillquist moved to approve the agenda as presented. **Motion approved. 3-0**

3. Approval of Minutes

3.A May 15 UAC regular meeting minutes

Committee member Lillquist moved to approve the regular meeting minutes. **Motion approved. 3-0**

4. Approval of Consent Agenda

No consent items.

5. Correspondence and Citizen Comments on Non-Agenda Items

No comments.

6. Telecommunications Utility Discussion Items

No telecom items.

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

7.A Board and Commission Changes

Committee member Lillquist moved to forward a favorable recommendation to City Council to approve the board and commissions amendments.

8. Staff Informational Items

8.A Execution of a contract renewal with 120 Water, Inc. for consulting services related to the Lead Service Line Inventory

Committee member Lillquist suggested reaching out to local contractors to see if they have records of water pipes installed on the customer side.

8.B Public Works and Utilities Updates Staff shared Public Works updates.

9. Commission Representative Update

Nancy Lillquist attended a resource adequacy webinar. Delano Palmer attended the Yakima Fish and Wildlife Recovery board meeting in place of Nancy.

10. Adjournment

Meeting adjourned at 3:08 pm



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance - Bid Call 2022-09 - Gateway I
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works

Suggested Motion/Action:

Accept Bid Call 2022-09 Gateway I Project as complete.

Background/Summary:

The project started in 2017 when a grant application was successfully completed and awarded to the City from the Department of Ecology. The project was designed to treat highway runoff for approximately two miles of University Way. Prior to the project, all stormwater runoff went into Mercer and Whiskey Creeks untreated. In addition to stormwater treatment, the project provided a twelve-foot non-motorized pedestrian bicycle path on the south side and a seven-foot path on the north. One hundred and sixty-seven street trees were added on both sides of the project. Two bus stops/pull-outs were added along with all new street lighting throughout the project.

Previous Council Action:

July 18, 2022 Regular Council Meeting - Council awarded the project to Rotschy Construction Inc.

Analysis:

The project was substantially completed in 2023. Staff recently received all the necessary closeout paperwork from the contractor and are asking the Council to accept the project as complete. The original contract amount for the project was \$6,682,449.56 with the final contract amount being \$7,116,392.80, which was a 6% cost increase from the original contract amount. The primary reason for this was the increase in removal and replacement of existing concrete curb and sidewalk within the project limits that was in poor condition. Grants paperwork and associated reimbursements have all been completed on the project.

Financial Impact:

The project was completed within available expenditure authority.

Budget Adjustment: No

Attachments:

None



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approve the Revised Interlocal Agreement between Franklin Conservation District and the City of Ellensburg
Submitted by: Rebecca Springer, Water Resources Manager
Department: Public Works

Suggested Motion/Action:

Authorize the City Manager to sign a new Interlocal Agreement (ILA) with Franklin Conservation District (FCD) to continue providing outreach and education services for the City's stormwater program.

Background/Summary:

FCD supports the City's stormwater education program and outreach to elementary students and the general public through provision of the Drain Rangers program, and through collaboration with the City's Stormwater Utility at two City-sponsored events (such as Touch-a-Truck) per year. The City operates under a National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater (MS4) Permit through the Washington State Department of Ecology. The current permit cycle runs from 2024 – 2029. FCD's education and outreach activities are essential components of compliance with our Permit.

The existing ILA with FCD expired on August 31, 2025, and is due for renewal. FCD asked if the City would be willing to extend the agreement beyond its previous annual term. Revisions to the ILA include:

- Extension of the ILA through the end of the existing permit cycle (July 31, 2029).
- Incorporation of a 3% annual increase for services rendered to accommodate the multi-year agreement.
- Updates to the liability and insurance sections of the ILA in accordance with the City's current standards.

Previous Council Action:

The initial ILA (executed July 12, 2016) was presented to Council at the July 5, 2016 meeting. Subsequent amendments were approved for amounts less than \$10,000 between 2017 and 2023 and did not go before the Council.

Analysis:

Stormwater education and public outreach are essential components of the City's NPDES Phase II MS4 permit compliance. FCD has provided the City with similar services since 2017. Not only has FCD's support helped the City achieve permit compliance as required by the Department of Ecology, but FCD's outreach has also been extremely well-received by

students, parents, teachers, and the community. The revised ILA was reviewed by both the City Attorney and Risk Pool, and updates to the liability and insurance sections reflect the City's 2025 requirements. Therefore, Stormwater Utility Staff recommends approval of this agenda item.

Financial Impact:

This ILA revision incorporates a 3% annual increase to accommodate the multi-year agreement for services rendered. The City's Stormwater Utility budgets for this expense annually and will cover all expenditures associated with this agreement.

Budget Adjustment: No

Attachments:

1. 2025-2029 ILA with Franklin Conservation District (FCD Executed)

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ELLENSBURG AND
FRANKLIN CONSERVATION DISTRICT
TO PROVIDE STORMWATER EDUCATION SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into this 25th day of August, 2025, by and between the City of Ellensburg (hereinafter the "City"), a Washington municipal corporation, and Franklin Conservation District, a Washington local government agency (hereinafter "FCD").

WHEREAS, the City holds a stormwater permit under the National Pollutant Discharge Elimination Program (NPDES), which requires stormwater education for school-age children; and

WHEREAS, the FCD has the ability and expertise to provide stormwater education to school-age children as a part of the Jr. Drain Ranger, Drain Ranger, and Wheat Week curricula; and

WHEREAS, the City and FCD desire to enter into an agreement for the provision of such educational services by FCD,

NOW, THEREFORE, it is hereby agreed as follows:

1. **Services.** FCD shall provide the following services:

A. Element 1: Education to Kindergarten through 5th-grade students.

FCD will support the City's stormwater education program by scheduling and delivering lessons from their Jr. Drain Rangers program in grades K-2 and lessons from their Drain Rangers program in grades 3-5. The FCD will also offer Drain Rangers teacher workshops to teachers in grades 3-5. All lessons focus on stormwater education. Additionally, FCD will provide Wheat Week (at no cost to the city) in each elementary school at the 4th or 5th grade, which contains a water conservation and stormwater component.

The FCD will support the City's stormwater education and outreach to the general public by providing a tabled "booth" at **two** sponsored City events (Touch a Truck and another event to be determined based on annual community event schedules). FCD staff will be available with hands-on activities and handouts for families and children.

This work element includes staff time to coordinate, prepare for, and deliver workshops, classroom presentations, and City-sponsored events. Costs also included in this work element include educational supplies and reimbursement for costs associated with travel and general overhead (administrator and bookkeeper).

FCD has established contacts at Ellensburg elementary schools and has developed a curriculum appropriate for each grade level.

INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION SERVICES

B. Element 2: Project administration.

Administration of this project will include preparation of a report twice a year (end of June and end of December) to the City, stating the specific schools reached, the number of students reached at each school, and the number of lessons taught. These reports will enable the City to meet its required stormwater education reporting requirements under the City's NPDES Permit. FCD will perform all necessary background checks for all of its employees and/or volunteers as required by and in accordance with the Child and Adult Information Act, RCW 43.43.8321 or RCW 43.43.830, as applicable.

2. Consideration. In consideration of the services set forth in Section 1 above, City shall pay and remit to FCD the total sum of \$41,443.94 over the life of the agreement. This remittance shall be allocated in semi-annual installments, which factor in a 3% annual increase, as outlined in the table below. Each year, FCD shall submit an invoice to the City in December for half the total annual amount due, and another in June for the remaining annual amount.

<u>YEAR</u>	<u>MONTH</u>	<u>INSTALLMENT AMOUNT</u>	<u>ANNUAL SUBTOTALS</u>
2025	December	\$4,953.11	\$9,906.22
2026	June	\$4,953.11	
	December	\$5,101.70	\$10,203.40
2027	June	\$5,101.70	
	December	\$5,254.76	\$10,509.52
2028	June	\$5,254.76	
	December	\$5,412.40	\$10,824.80
2029	June	\$5,412.40	

AGREEMENT TOTAL: \$41,443.94

3. Term. This Agreement shall commence on August 31, 2025, and shall terminate on July 31, 2029, unless sooner terminated in accordance with Section 17 of this

INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION SERVICES

Agreement or unless otherwise extended in writing by amendment of this agreement by all parties.

4. Status of FCD. FCD and the City understand and expressly agree that FCD is an independent contractor in the performance of each and every part of this Agreement. No officer, employee, volunteer, and/or agent of FCD shall act on behalf of or represent him or herself as an agent or representative of the City. FCD, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. FCD expressly represents warrants and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. FCD and its officers, employees, volunteers, agents and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between FCD and the City.

5. Inspection and Audit - Public Disclosure. FCD shall maintain books, accounts, records, documents and other evidence pertaining to the consideration paid under this Agreement in accordance with generally accepted accounting practices. All such books of account and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or of the Washington State Auditor at all reasonable times, and FCD shall afford the proper facilities for such inspection and audit. Such books of account and records may be copied by representatives of the City and/or of the Washington State Auditor where necessary to conduct or document an audit. Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. FCD understands and agrees that records maintained by FCD pertaining to programs conducted by FCD in and on behalf of the City will be considered public records subject to disclosure under the State of Washington Public Records Act, Chapter 42.56 RCW. FCD will cooperate with City to assure timely production and disclosure of any records in FCD's possession subject to disclosure under the Public Records Act. All reports generated by FCD and delivered to City during the performance of this Agreement shall be deemed the property of the City.

of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to FCD's provision of services, work or materials pursuant to this Agreement. FCD further agrees that it specifically and expressly waives its immunity under industrial insurance, Title 51 RCW, or immunity under any other provision of law to the extent of the obligations assumed to the parties protected hereunder.

6. Indemnification/Hold Harmless

INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION SERVICES

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City

INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION SERVICES

shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession including sexual abuse and molestation insurance.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit, including \$1,000,000 per occurrence or per claim limits for sexual abuse and molestation insurance.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION SERVICES

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

8. Assignment and Subcontracts. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by FCD to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of FCD stated herein. Any subcontractors retained by FCD shall be subject to the performance standards of this Agreement, and FCD's obligations to perform shall remain unchanged by any subcontract.

9. Non-Waiver. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

10. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

11. Termination. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days prior written notice of termination. In the event of such termination, FCD shall be entitled to compensation for services performed through the effective date of termination. The provisions of Section 12 pertaining to obligations of indemnity and hold harmless shall survive termination of this Agreement.

12. Survival. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

13. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY: Ryan Lyyski
City of Ellensburg
Public Works Director
501 North Anderson St.
Ellensburg, WA 98926

TO MCF: Kara Kaelber
Franklin Conservation District
Education Director
1724 E. Superior St.
Pasco, Washington 99301

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

20. Third Parties. The City and FCD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

21. Integration and Supersession. This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

23. Venue. The venue for any action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction in Kittitas County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execute as of the date first written above.

CITY OF ELLENSBURG

FRANKLIN CONSERVATION DISTRICT

Signed

Date

Title



Signed

9/16/25

Date
District Manager

Title

From: Kelle Vandenberg <vandenbergk@ellensburgwa.gov>
Sent: Wednesday, September 10, 2025 4:04 PM
To: Gretchen Delaford <delafordg@ellensburgwa.gov>
Subject: FW: [Ext] Resignation

Hello Gretchen,

Please see Gemma Fortier's resignation from LTAC. She announced it today to the committee.

Kelle Vandenberg (she/her)
Arts & Economic Development Manager | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
P. (509) 962-7149 | C. (509) 607-0914
vandenbergk@ci.ellensburg.wa.us
www.ellensburgwa.gov



From: Gemma Fortier <gemmaf@hotelwindrow.com>
Sent: Friday, September 5, 2025 5:15 PM
To: Kelle Vandenberg <vandenbergk@ellensburgwa.gov>
Subject: [Ext] Resignation

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

Hi Kelle,

I would ask you to keep this to yourself for the moment because the managing partners have yet to connect with the rest of the ownership group, however, I am taking a new GM position at a resort in Leavenworth 10/1 so will need to resign my position on the LTAC effective after our next meeting. I am truly saddened to have to leave this incredible community as I've felt so at home here but this opportunity is for a non-profit which is so exciting. They have built their resort around the arts and funding local artist communities and tribal initiatives and I'm really looking forward to stretching my skillset as well as doing work with a purpose.

I would like to nominate Hannah Hayden to fill in for the rest of my term – pending everyone else's approval of course. She's my #2 and I was wondering if she qualifies being that she's not the GM but she is in a leadership position at a business that pays into the fund. If so, I'll bring her with me on Wednesday to attend a meeting.

Obviously, we will need to announce my resignation on Wednesday and the managing partners know that will take place.

Kindly,

Gemma Fortier, General Manager
Hotel Windrow

502 N Main St | Ellensburg, WA 98926
c 206.898.3635

gemmaf@hotelwindrow.com

hotelwindrow.com

Stay in touch with Hotel Windrow on [Facebook](#)

Creating Exceptional Experiences



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment No. 2 to Interlocal Agreement between Kittitas Valley Fire and Rescue (KVFR) and the City of Ellensburg
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Approve Amendment No. 2 to the Interlocal Agreement (in substantially similar form) between KVFR and the City of Ellensburg for non-emergency Cabulance service.

Background/Summary:

The KVFR Interlocal Agreement allows KVFR to initiate Cabulance service when non-emergency accessible transportation to a health care facility is required in response to an EMT call.

Previous Council Action:

The City Council has supported the Interlocal Agreements between KVFR and the City of Ellensburg since 2018.

Analysis:

Approval of the 2025-2026 Amendment No. 2 Interlocal Agreement between KVFR and the City of Ellensburg will allow KVFR to continue to initiate Cabulance services when non-emergency accessible transportation to a health care facility is required in response to an EMT call. Doing so will allow KVFR to respond to emergencies and prevent passengers from receiving an ambulance bill.

Financial Impact:

There is no additional funding required. Funding for the Cabulance service is included in the City's adopted 2025-2026 Transit Budget and is included in the Financial Plan located in the City's 2025-2030 Transit Development Plan.

Budget Adjustment: No

Attachments:

1. KVFR- AMENDMENT NO. 2 - Interlocal - 2025-2026

Amendment No. 2 to Interlocal Agreement

between

**Kittitas County Fire Protection District 2
(Kittitas Valley Fire and Rescue)**

and

City of Ellensburg for Cabulance Service

This AGREEMENT made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg (“the City”), a Washington municipal corporation, and Kittitas County Fire Protection District 2 of Kittitas County Washington herein referred to as (“KVFR”), to initiate Cabulance service through the City’s contractor when non-emergency accessible transportation to a health care facility is required in response to an EMT call and pursuant to the terms and conditions of the Interlocal Agreement dated 07/20/2021, Amendment No. 1 dated 11/02/2023, and this Agreement.

WHEREAS, The City of Ellensburg residents continue to need and benefit from the Cabulance services provided by the City through their contractor; and

WHEREAS, funding for the Cabulance service has been included in the City’s 2025-2026 biennial budget and is included in the Multiyear Financial plan of the City’s 2025-2030 Transit Development Plan and;

WHEREAS, Section 7 of the Interlocal Agreement dated 07/20/2021 provides that any amendments must be in writing and signed both parties.

NOW, THEREFORE, the parties agree as follows:

The term set forth in Section 3 of the Interlocal Agreement, and as extended by Amendment No. 1 dated 11/02/2023, is hereby extended from July 1, 2025 to June 30, 2026.

[new paragraph] 2.1.1 – It is the sole responsibility of KVFR to ensure the passenger is medically stable and ready for non-emergency transportation, and to confirm that the authorized facility the passenger is being transported to is prepared for the passenger’s arrival (i.e. not closed). Neither the City nor its contractor are responsible to ensure passenger readiness or destination intake or access.

See amended Exhibit A attached to this Amendment.

See new Exhibit B, Insurance Requirements, attached to this Amendment.

See Exhibit C, Scope of Work (a Scope of Work was part of the 2018 Interlocal Agreement which was superseded by Interlocal Agreement dated 07/20/2021 but the Scope of Work was not attached to the 2021 Agreement), is reattached and reincorporated into the Agreement by this Amendment.

Except as specifically amended herein, all other provisions of the Interlocal Agreement and Amendment No. 1, remain in full force and effect.

1. All actions taken prior to the approval date of Amendment No. 2 but in conformance with the terms of the Agreement and Amendments are hereby ratified.

Except as specifically amended herein, all other provisions of the Interlocal Agreement and Amendment No. 1 remain in full force and effect.

KVFR

CITY OF ELLENSBURG

DJ Goldsmith, Fire Chief

Heidi Behrends Cerniwey, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher Horner, City Attorney

ATTEST:

Beth Leader, City Clerk

[See Exhibits A, B, and C Attached]

Exhibit A

CABULANCE ONE-WAY VOUCHER Phone 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip: _____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Drop off Location: _____

Time of Call: _____ **Military Time** Requested Pick Up Time: _____ **Military Time**

Passenger Name: _____ DOB: _____

Passenger Address: _____ **MOBILITY**

DEVICE: Please circle one below

Manual WC | Power WC (30" Wide Max) | Walker | Ambulatory and Needs Accessible Vehicle

Passenger is medically stable & ready to be transported via non-emergency Cabulance service. **YES** ☐ **NO** ☐

If NO, please call when they are ready.

Passenger has access to their own residence, or their room at a skilled nursing or senior living facility? **YES** ☐ **NO** ☐

If NO, it has been verified that someone will be at the residence/facility to receive the passenger. **YES** ☐ **Initial** _____

The passenger has access to enter the facility and their room at a skilled nursing facility or senior living facility.

YES ☐ **NO** ☐

I certify that the above information is true, correct and meets all the requirements of the Cabulance program requirements as outlined in the "Scope of Work":

Signature of Authorized Requester: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Cabulance Driver: _____

Drop off Location: _____ Ellensburg, WA 98926

Pick up Time: _____ **Military Time** Drop off Time: _____ **Military Time**

Vehicle Number: _____ **Starting Miles:** _____ **Ending Miles:** _____

Name of Responsible Party at Drop off Location: _____

Signature of Passenger or Responsible Party: _____

Revision 9 2025

Exhibit B

Insurance

A. General Requirements.

KVFR shall procure and maintain for the duration of the Memorandum of Agreement and subsequent Amendments, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work by KVFR, its agents, representatives, or employees.

B. No Limitation

KVFR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of KVFR to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

KVFR shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26, unless KVFR's policy is provided through a pooling arrangement that does not allow naming the City an additional insured.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to KVFR.

D. Minimum Amounts of Insurance

KVFR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

KVFR'S Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of KVFR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

KVFR shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured and primary coverage endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

KVFR shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of KVFR to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to KVFR to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due KVFR from the City.

J. City Full Availability of KVFR Limits

If KVFR maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by KVFR, irrespective of whether such limits maintained by KVFR are

greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by KVFR.

EXHIBIT C

Cabulance Scope of Work

1. General Overview.

Within the City of Ellensburg, there is a need for 24/7/365 transportation for individuals who have non-emergency medical needs that cannot be met by Paratransit, Dial A Ride or non-accessible taxis. The Cabulance is designed to meet this need.

2. Scope of Work.

- a. In order to meet the needs of the community, the following procedures are to be followed:
 - i. Appropriate use of the Cabulance service
 - 1. Due to a medically based reason, the patient cannot use a taxi.
 - 2. Emergency personnel determine a patient does not need emergency transport but does need immediate transport to a medical facility.
 - 3. Due to a medically based prognosis, the patient must get to a medical facility in a timely manner that is not possible with Dial A ride, Paratransit or a Taxi.
 - 4. The trip must originate and terminate within the city limits of Ellensburg.
 - 5. The trip may be required at any time of time on any day unless forbidden in this Scope of Work.
 - ii. Qualified Cabulance Trips
 - 1. Non-emergency EMT calls requiring an accessible vehicle for immediate transport.
 - 2. A non-emergency accessible trip between medical facilities.
 - 3. Accessible vehicle trips needed to take a patient home upon discharge from a medical facility.
 - 4. A trip requested by a licensed or certified medical professional at an assisted living facility which has a memorandum of understanding (MOU) / Agreement with the City of Ellensburg and meets the criteria of the Scope of Work.
 - iii. Cabulance Trip Requirements
 - 1. All trips must start and stop within the city limits of the City of Ellensburg.
 - 2. A patient missing a trip on Dial A Ride or Paratransit does not justify a Cabulance trip.

3. A patient failing to schedule a Dial A Ride or Paratransit trip does not justify a Cabulance trip.
 4. Cabulance trips cannot be used for scheduled appointments.
 5. If a trip can be safely provided by Taxi, Dial A Ride or Paratransit, it does not qualify for the Cabulance service.
 6. A Cabulance Trip may not be requested by an assisted living facility Monday through Friday during the hours of 07:00 to 18:00. During these hours, the assisted living facility must provide accessible transportation for their residents.
- iv. Authorized Requesters of Cabulance Trips
1. EMTs
 2. Hospital professional staff including social workers, nurses, discharge personnel, home healthcare RNs and medical providers.
 3. Urgent or Family care clinic medical personnel.
 4. Local Law Enforcement.
 5. Licensed or certified medical professionals at an Assisted Care facility.
 6. Government entities will require an Interlocal agreement with the City of Ellensburg.
 7. Private entities will require a memorandum of understanding with the City of Ellensburg.
 8. Requester shall complete Part A of the Voucher prior to transport by the Cabulance. (see Exhibit A, attached).



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment No. 2 to the Interlocal Agreement between Kittitas Valley Healthcare (KVH) and the City of Ellensburg
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Approve Amendment No. 2 of the Agreement (or in substantially similar form) between KVH and the City of Ellensburg for non-emergency Cabulance service.

Background/Summary:

The KVH Interlocal Agreement allows KVH to initiate Cabulance service when non-emergency accessible transportation from the KVH facility is required to the patient's residence or to another approved care facility within the city limits of Ellensburg.

Previous Council Action:

Ellensburg City Council has previously approved the Interlocal Agreements between KVH and the City of Ellensburg since 2019.

Analysis:

Approval of the 2025-2026 Interlocal Agreement Amendment 2 between KVH and the City of Ellensburg will allow KVH to continue to initiate Cabulance service through the City's contractor when non-emergency accessible transportation from a KVH facility is required to the patient's residence or to another approved care facility within the city limits of Ellensburg. This allows the ambulance services to respond to real emergencies.

Financial Impact:

No additional funding is needed. Funding for the Cabulance service is included in the City's adopted 2025-2026 Transit Budget and is included in the financial Plan located in the City's 2025-2030 Transit Development Plan.

Budget Adjustment: No

Attachments:

1. KVH -AMENDMENT NO. 2 - Interlocal - 2025-2026

Amendment No. 2 to Interlocal Agreement

between

Kittitas County Public Hospital District No. 1

(Kittitas Valley Healthcare)

and

City of Ellensburg for Cabulance Service

This AGREEMENT made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg (“the City”), a Washington municipal corporation, and Kittitas County Public Hospital District No. 1 (Kittitas Valley Healthcare) of Kittitas County Washington herein referred to as (“KVH”), to initiate Cabulance service through the City’s contractor when non-emergency accessible transportation from a KVH facility is required to the patient’s residence or to another approved care facility within the city limits of Ellensburg, Washington pursuant to the terms and conditions of the Interlocal Agreement dated 04/06/2021, Amendment No. 1 dated 06/21/2023, and this agreement.

WHEREAS, The City of Ellensburg residents continue to need and benefit from the Cabulance services provided by the City through their contractor; and

WHEREAS, funding for the Cabulance service has been included in the City’s 2025-2026 biennial budget and is included in the Multiyear Financial plan of the City’s 2025-2030 Transit Development Plan and;

WHEREAS, Section 7 of the Interlocal Agreement dated 04/06/2021 provides that any amendments must be in writing and signed both parties.

NOW, THEREFORE, the parties agree as follows:

The term set forth in Section 3 of the Interlocal Agreement, and as extended by Amendment No. 1 dated 06/21/2023, is hereby extended from July 1, 2025 to June 30, 2026.

[*new paragraph*]2.1.1 – It is the sole responsibility of the Facility to ensure the passenger is medically stable and ready for non-emergency transportation, and to confirm that a) the authorized facility the passenger is being transported to is prepared for the passenger’s arrival, OR b) if the passenger is being transported to their residence, that they have access to their residence or access has been arranged. Neither the City nor its contractor are responsible to ensure passenger readiness or destination intake or access.

See amended Exhibit A attached to this Amendment.

See new Exhibit B, Insurance Requirements, attached to this Amendment.

See Exhibit C, Scope of Work (a Scope of Work was part of the 2019 Interlocal Agreement which was superseded by Interlocal Agreement dated 04/06/2021 but the Scope of Work was not attached to the 2021 Agreement), is reattached and reincorporated into the Agreement by this Amendment.

Except as specifically amended herein, all other provisions of the Interlocal Agreement and Amendment No. 1, remain in full force and effect.

1. All actions taken prior to the approval date of Amendment No. 2 but in conformance with the terms of the Agreement and Amendments are hereby ratified.

Except as specifically amended herein, all other provisions of the Interlocal Agreement and Amendment No. 1 remain in full force and effect.

KVH

CITY OF ELLENSBURG

Jason Adler, CEO

Heidi Behrends Cerniwey, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher Horner, City Attorney

ATTEST:

Beth Leader, City Clerk

[See Exhibits A, B, and C Attached]

Exhibit A

CABULANCE ONE-WAY VOUCHER Phone 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip: _____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Drop off Location: _____

Time of Call: _____ **Military Time** Requested Pick Up Time: _____ **Military Time**

Passenger Name: _____ DOB: _____

Passenger Address: _____ **MOBILITY**

DEVICE: Please circle one below

Manual WC | Power WC (30" Wide Max) | Walker | Ambulatory and Needs Accessible Vehicle

Passenger is medically stable & ready to be transported via non-emergency Cabulance service. **YES** ☐ **NO** ☐

If NO, please call when they are ready.

Passenger has access to their own residence, or their room at a skilled nursing or senior living facility? **YES** ☐ **NO** ☐

If NO, it has been verified that someone will be at the residence/facility to receive the passenger. **YES** ☐ **Initial** _____

The passenger has access to enter the facility and their room at a skilled nursing facility or senior living facility.

YES ☐ **NO** ☐

I certify that the above information is true, correct and meets all the requirements of the Cabulance program requirements as outlined in the "Scope of Work":

Signature of Authorized Requester: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Cabulance Driver: _____

Drop off Location: _____ Ellensburg, WA 98926

Pick up Time: _____ **Military Time** Drop off Time: _____ **Military Time**

Vehicle Number: _____ **Starting Miles:** _____ **Ending Miles:** _____

Name of Responsible Party at Drop off Location: _____

Signature of Passenger or Responsible Party: _____

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Exhibit B

Insurance

A. General Requirements.

The Facility shall procure and maintain for the duration of the Memorandum of Agreement and subsequent Amendments, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work by the Facility, its agents, representatives, or employees.

B. No Limitation

The Facility's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Facility to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Facility shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Facility'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 ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Facility's profession.

D. Minimum Amounts of Insurance

The Facility shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The Facility's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Facility's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

The Facility shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured and primary coverage endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Facility shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Facility to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Facility to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Facility from the City.

J. City Full Availability of Facility Limits

If the Facility maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Facility, irrespective of whether such limits maintained by the Facility are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Facility.

EXHIBIT C

Cabulance Scope of Work

1. General Overview.

Within the City of Ellensburg, there is a need for 24/7/365 transportation for individuals who have non-emergency medical needs that cannot be met by Paratransit, Dial A Ride or non-accessible taxis. The Cabulance is designed to meet this need.

2. Scope of Work.

- a. In order to meet the needs of the community, the following procedures are to be followed:
 - i. Appropriate use of the Cabulance service
 - 1. Due to a medically based reason, the patient cannot use a taxi.
 - 2. Emergency personnel determine a patient does not need emergency transport but does need immediate transport to a medical facility.
 - 3. Due to a medically based prognosis, the patient must get to a medical facility in a timely manner that is not possible with Dial A ride, Paratransit or a Taxi.
 - 4. The trip must originate and terminate within the city limits of Ellensburg.
 - 5. The trip may be required at any time of time on any day unless forbidden in this Scope of Work.
 - ii. Qualified Cabulance Trips
 - 1. Non-emergency EMT calls requiring an accessible vehicle for immediate transport.
 - 2. A non-emergency accessible trip between medical facilities.
 - 3. Accessible vehicle trips needed to take a patient home upon discharge from a medical facility.
 - 4. A trip requested by a licensed or certified medical professional at an assisted living facility which has a memorandum of understanding (MOU) / Agreement with the City of Ellensburg and meets the criteria of the Scope of Work.
 - iii. Cabulance Trip Requirements
 - 1. All trips must start and stop within the city limits of the City of Ellensburg.
 - 2. A patient missing a trip on Dial A Ride or Paratransit does not justify a Cabulance trip.

3. A patient failing to schedule a Dial A Ride or Paratransit trip does not justify a Cabulance trip.
 4. Cabulance trips cannot be used for scheduled appointments.
 5. If a trip can be safely provided by Taxi, Dial A Ride or Paratransit, it does not qualify for the Cabulance service.
 6. A Cabulance Trip may not be requested by an assisted living facility Monday through Friday during the hours of 07:00 to 18:00. During these hours, the assisted living facility must provide accessible transportation for their residents.
- iv. Authorized Requesters of Cabulance Trips
1. EMTs
 2. Hospital professional staff including social workers, nurses, discharge personnel, home healthcare RNs and medical providers.
 3. Urgent or Family care clinic medical personnel.
 4. Local Law Enforcement
 5. Licensed or certified medical professionals at an Assisted Care facility.
 6. Government entities will require an Interlocal agreement with the City of Ellensburg
 7. Private entities will require a memorandum of understanding with the City of Ellensburg.
 8. Requester shall complete Part A of the Voucher prior to transport by the Cabulance. (see Exhibit A, attached).



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment No. 2 to Agreement between Mountain View Post Acute (MVPA) and the City of Ellensburg
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Approve Amendment No. 2 to the Agreement (or in substantially similar form) between MVPA and the City of Ellensburg for non-emergency Cabulance service.

Background/Summary:

The Amended Agreement allows MVPA to initiate Cabulance service when non-emergency accessible transportation from their facility to a KVH medical facility is needed. The requests must fall within the Cabulance Trip Requirements located in Exhibit C.

Previous Council Action:

Ellensburg City Council has previously approved the agreements between this facility, now called Mountain View Post Acute, and the City of Ellensburg since 2019.

Analysis:

Approval of the 2025-2026 Amended Agreement between MVPA and the City of Ellensburg will allow the facility to continue to initiate Cabulance service through the City's contractor when non-emergency accessible transportation from their facility to a KVH medical facility as needed within the guidelines of Exhibit C.

Financial Impact:

No additional funding is needed. Funding for the Cabulance service is included in the City's adopted 2025-2026 Transit Budget and is included in the financial plan located in the City's 2025-2030 Transit Development Plan.

Budget Adjustment: No

Attachments:

1. Mountain View Post Acute Amended MOU 2025-2026 - 08.28.2025

Amendment No. 2 to Agreement
Between
PACS, (dba Mountain View Post Acute)ⁱ, a Health Care Provider in the City of Ellensburg
AND
City of Ellensburg
for Cabulance Service

This AGREEMENT made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg (“the City”), a municipal corporation, and PACS Mountain View Post Acute (“The Facility”), to extend the Facility’s authorization to initiate Cabulance service through the City’s contractor when a passenger needs non-emergency accessible transportation from the Facility to their residence or to another approved care facility within the city limits of Ellensburg, Washington pursuant to the terms and conditions of the Agreement dated 08/24/2021, Amendment No. 1 dated 12/18/2023, and this Amendment.

WHEREAS, City of Ellensburg residents continue to need and benefit from the Cabulance services provided by the City through their contractor; and

WHEREAS, funding for the Cabulance service has been included in the City’s 2025-2026 biennial budget and is included in the Multiyear Financial Plan of the City’s 2025-2030 Transit Development Plan and;

WHEREAS, Section 7 of the Agreement dated 08/24/2021 provides that any changes, modifications, or amendments must be approved by written agreement executed by both parties.

NOW, THEREFORE, the parties agree as follows:

The term, as set forth in Section 3 of the Agreement dated 08/24/2021, and as extended by Amendment No. 1 dated 12/18/2023, is hereby extended to include the period from July 1, 2025 to June 30, 2026.

Section 2.1 of the Agreement dated 08/24/2021, and as extended by Amendment No. 1 dated 12/18/2023, is hereby modified as follows:

[new paragraph] 2.1.1 – It is the sole responsibility of the Facility to ensure the passenger is medically stable and ready for non-emergency transportation, and to confirm that a) the authorized facility the passenger is being transported to is prepared for the passenger’s arrival, OR b) if the passenger is being transported to their residence, that they have access to their residence or access has been arranged. Neither the City nor its contractor are responsible to ensure passenger readiness or destination intake or access.

See amended Exhibit A attached to this Amendment.

See new Exhibit B, Insurance Requirements, attached to this Amendment.

See Exhibit C, Scope of Work, attached to this Amendment (a Scope of Work was part of the original 2020 MOU agreed to by the parties, but it was not incorporated into the subsequent 2021 Agreement; it has been slightly modified and is now reincorporated into the Agreement by this Amendment).

Except as specifically amended herein, all other provisions of the Agreement and Amendment No. 1, remain in full force and effect.

1. All actions taken prior to the approval date of Amendment No. 2 but in conformance with the terms of the Agreement and Amendments are hereby ratified.
2. Except as specifically amended herein, all other provisions of the Agreement and Amendment No. 1 remain in full force and effect.

PACS dba Mountain View Post Acute

CITY OF ELLENSBURG

Administrator

Heidi Behrends Cerniwey, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher Horner, City Attorney

ATTEST:

Beth Leader, City Clerk

[See Exhibits A, B, and C Attached]

Exhibit A

CABULANCE ONE-WAY VOUCHER Phone 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip: _____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Drop off Location: _____

Time of Call: _____ **Military Time** Requested Pick Up Time: _____ **Military Time**

Passenger Name: _____ DOB: _____

Passenger Address: _____ **MOBILITY**

DEVICE: Please circle one below

Manual WC | Power WC (30" Wide Max) | Walker | Ambulatory and Needs Accessible Vehicle

Passenger is medically stable & ready to be transported via non-emergency Cabulance service. **YES** ☐ **NO** ☐

If NO, please call when they are ready.

Passenger has access to their own residence, or their room at a skilled nursing or senior living facility? **YES** ☐ **NO** ☐

If NO, it has been verified that someone will be at the residence/facility to receive the passenger. **YES** ☐ **Initial** _____

The passenger has access to enter the facility and their room at a skilled nursing facility or senior living facility.

YES ☐ **NO** ☐

I certify that the above information is true, correct and meets all the requirements of the Cabulance program requirements as outlined in the "Scope of Work":

Signature of Authorized Requester: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Cabulance Driver: _____

Drop off Location: _____ Ellensburg, WA 98926

Pick up Time: _____ **Military Time** Drop off Time: _____ **Military Time**

Vehicle Number: _____ **Starting Miles:** _____ **Ending Miles:** _____

Name of Responsible Party at Drop off Location: _____

Signature of Passenger or Responsible Party: _____

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Exhibit B

Insurance

A. General Requirements.

The Facility shall procure and maintain for the duration of the Memorandum of Agreement and subsequent Amendments, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work by the Facility, its agents, representatives, or employees.

B. No Limitation

The Facility's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Facility to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Facility shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Facility'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 ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Facility's profession.

D. Minimum Amounts of Insurance

The Facility shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The Facility's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Facility's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Facility shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured and primary coverage endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Facility shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Facility to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Facility to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Facility from the City.

J. City Full Availability of Facility Limits

If the Facility maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Facility, irrespective of whether such limits maintained by the Facility are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Facility.

Exhibit C

Scope of Work

1) General Overview.

Within the City of Ellensburg, there is a need for 24/7/365 transportation for individuals who have non-emergency medical needs that cannot be met by Dial-A-Ride, Paratransit, or non-accessible taxis. The Cabulance is designed to meet this need.

2) Scope of Work.

a) In order to meet the needs of the community the following procedures are to be followed:

i) Appropriate use of the Cabulance service

- (1) Due to a medically based reason, the patient cannot use a taxi.
- (2) Emergency personnel determine a patient does not need emergency transport, but does need immediate transport to a medical facility.
- (3) Due to a medically based prognosis, the patient must get to a medical facility in a timely manner that is not possible with Dial-A-Ride, Paratransit or a non-accessible taxi.
- (4) The trip must originate and terminate within the city limits of Ellensburg.
- (5) Trip may be required at any time on any day unless forbidden in this Scope of Work.

ii) Qualified Cabulance Trips

- (1) Non-emergency EMT calls requiring an accessible vehicle for immediate transport.
- (2) A non-emergency accessible trip between medical facilities.
- (3) Accessible vehicle trips needed to take a patient home upon discharge from a medical facility.
- (4) A trip requested by a licensed or certified medical professional at an assisted living facility which has a memorandum of understanding (MOU) with the City of Ellensburg and meets the criteria of this Scope of Work.

iii) Cabulance Trip Requirements

- (1) All trips must start and stop within the city limits of the City of Ellensburg.
- (2) A patient missing a trip on Dial-A-Ride or Paratransit does not justify a Cabulance trip.
- (3) A patient failing to schedule a Dial-A-Ride or Paratransit trip does not justify a Cabulance trip.
- (4) Cabulance trips cannot be used for scheduled appointments.
- (5) If a trip can be safely provided by Taxi, Dial-A-Ride or Paratransit, it does not qualify for the Cabulance service.

- (6) A Cabulance Trip may not be requested by an assisted living facility Monday through Friday during the hours of 07:00 to 18:00. During these hours, the assisted living facility must provide accessible transportation for their residents.

iv) Authorized Requesters of Cabulance Trips

- (1) EMTs
- (2) Hospital professional staff including social workers, nurses, discharge personnel, home healthcare RNs and medical providers
- (3) Urgent or Family care clinic medical personnel
- (4) Local Law Enforcement
- (5) Licensed or certified medical professionals at an Assisted Care facility.
- (6) Government entities will require an Interlocal agreement with the City of Ellensburg
- (7) Private entities will require a memorandum of understanding with the City of Ellensburg
- (8) Requester shall complete Part A of the Voucher prior to transport by the Cabulance. (see Exhibit A, attached)

ⁱ Care Center, Ellensburg (dba Prestige Post-Acute and Rehab) is now PACS (dba Mountain View Post Acute)



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment No. 2 to Agreement between Prestige Senior Living at Hearthstone (Hearthstone) and the City of Ellensburg

Submitted by: Betsy Dunbar, Transit Manager

Department: Public Works

Suggested Motion/Action:

Approve Amendment No. 2 of the Agreement (or in substantially similar form) between Prestige Senior Living at Hearthstone and the City of Ellensburg for non-emergency Cabulance service.

Background/Summary:

The Amended Agreement allows Hearthstone to initiate Cabulance service when non-emergency accessible transportation from the facility to a KVH medical facility is needed. The requests must fall within the Cabulance Trip Requirements located in Exhibit C.

Previous Council Action:

Ellensburg City Council has previously approved the agreement between Hearthstone and the City of Ellensburg since 2019.

Analysis:

Approval of the 2025-2026 Amended Agreement between Hearthstone and the City of Ellensburg will allow Hearthstone to continue to initiate Cabulance services through the City's contractor when non-emergency accessible transportation from their facility to a KVH medical facility as needed within the guidelines of Exhibit C.

Financial Impact:

No additional funding is needed. Funding for the Cabulance service is included in the City's adopted 2025-2026 Transit Budget and is included in the financial plan located in the City's 2025-2030 Transit Development Plan.

Budget Adjustment: No

Attachments:

1. Prestige Hearthstone Amendment No. 2 - 2025-2026

Amendment No. 2 to Agreement
Between
Ellensburg Ventures, LLC
Dba Prestige Senior Living at Hearthstone
AND
City of Ellensburg
for Cabulance Service

This AGREEMENT made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg (“the City”), a municipal corporation, and Prestige Senior Living @ Hearthstone (“The Facility”), to extend the Facility’s authorization to initiate Cabulance service through the City’s contractor when a passenger needs non-emergency accessible transportation from the Facility to their residence or to another approved care facility within the city limits of Ellensburg, Washington pursuant to the terms and conditions of the Agreement dated 07/20/2021, Amendment No. 1 dated 7/12/2023, and this agreement.

WHEREAS, City of Ellensburg residents continue to need and benefit from the Cabulance services provided by the City through their contractor; and

WHEREAS, funding for the Cabulance service has been included in the City’s 2025-2026 biennial budget and is included in the Multiyear Financial Plan of the City’s 2025-2030 Transit Development Plan and;

WHEREAS, Section 7 of the Agreement dated 07/20/2021 provides that any changes, modifications, or amendments must be approved by written agreement executed by both parties.

NOW, THEREFORE, the parties agree as follows:

The term, as set forth in Section 3 of the Agreement dated 07/20/2021, and as extended by Amendment No. 1 dated 7/12/2023, is hereby extended to include the period from July 1, 2025 to June 30, 2026.

Section 2.1 of the Agreement dated 07/20/2021, and as extended by Amendment No. 1 dated 07/12/2023, is hereby modified as follows:

[*new paragraph*]2.1.1 – It is the sole responsibility of the Facility to ensure the passenger is medically stable and ready for non-emergency transportation, and to confirm that a) the authorized facility the passenger is being transported to is prepared for the passenger’s arrival, OR b) if the passenger is being transported to their residence, that they have access to their residence or access has been arranged. Neither the City nor its contractor are responsible to ensure passenger readiness or destination intake or access.

See amended Exhibit A attached to this Amendment.

See new Exhibit B, Insurance Requirements, attached to this Amendment.

See Exhibit C, Scope of Work, attached to this Amendment (a Scope of Work was part of the original 2019 MOU agreed to by the parties but it was not attached to the subsequent 2021 Agreement; it has been slightly modified and is now reincorporated into the Agreement by this Amendment.

Except as specifically amended herein, all other provisions of the MOU and Amendment No. 1, remain in full force and effect.

1. All actions taken prior to the approval date of Amendment No. 2 but in conformance with the terms of the Agreement and Amendments are hereby ratified.
2. Except as specifically amended herein, all other provisions of the Agreement and Amendment No. 1 remain in full force and effect.

CARE CENTER

CITY OF ELLENSBURG

Administrator

Heidi Behrends Cerniwey, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher Horner, City Attorney

ATTEST:

Beth Leader, City Clerk

[See Exhibits A, B, and C Attached]

Exhibit A

CABULANCE ONE-WAY VOUCHER Phone 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip: _____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Drop Off Location: _____

Time of Call: _____ **Military Time** Requested Pick Up Time: _____ **Military Time**

Passenger Name: _____ DOB: _____

Passenger Address: _____

MOBILITY DEVICE: Please circle one below

Manual WC | Power WC (30" Wide Max) | Walker | Ambulatory and Needs Accessible Vehicle

The passenger is medically stable and ready to be transported via non-emergency Cabulance service.

YES ☐ NO ☐ If no, please call when they are ready.

- The passenger has access to their own residence, or their room at a skilled nursing or senior living facility. **YES ☐ NO ☐**
- **If NO to the above**, it has been verified that someone will be at the residence/facility to receive the passenger. **YES ☐ Initial _____**

I certify that the above information is true, correct, and meets all the requirements of the Cabulance program requirements as outlined in the "Scope of Work":

Signature of Authorized Requester: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Cabulance Driver: _____

Drop off Location: _____ Ellensburg, WA 98926

Pick up Time: _____ **Military Time**

Drop off Time: _____ **Military Time**

VEHICLE NUMBER: _____ STARTING MILES: _____ ENDING MILES: _____

Name of the Responsible Party at Drop off Location: _____

Signature of the Responsible Party or Passenger: _____

ELLENSBURG CENTRAL TRANSIT VOUCHER REVISION 8 - 2025

Exhibit B

Insurance

A. General Requirements.

The Facility shall procure and maintain for the duration of the Memorandum of Agreement and subsequent Amendments, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work by the Facility, its agents, representatives, or employees.

B. No Limitation

The Facility's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Facility to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Facility shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Facility'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 ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Facility's profession.

D. Minimum Amounts of Insurance

The Facility shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The Facility's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Facility's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Facility shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured and primary coverage endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Facility shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Facility to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Facility to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Facility from the City.

J. City Full Availability of Facility Limits

If the Facility maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Facility, irrespective of whether such limits maintained by the Facility are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Facility.

Exhibit C

Scope of Work

1) General Overview.

Within the City of Ellensburg, there is a need for 24/7/365 transportation for individuals who have non-emergency medical needs that cannot be met by Dial-A-Ride, Paratransit or non-accessible taxis. The Cabulance is designed to meet this need.

2) Scope of Work.

- a) In order to meet the needs of the community the following procedures are to be followed:
 - i) Appropriate use of the Cabulance service
 - (1) Due to a medically based reason, the patient cannot use a taxi
 - (2) Emergency personnel determine a patient does not need emergency transport, but does need immediate transport to a medical facility.
 - (3) Due to a medically based prognosis, the patient must get to a medical facility in a timely manner that is not possible with Dial-A-Ride, Paratransit or a taxi.
 - (4) The trip must originate and terminate within the city limits of Ellensburg.
 - (5) Trip may be required at any time on any day unless forbidden in this Scope of Work.
 - ii) Qualified Cabulance Trips
 - (1) Non-emergency EMT calls requiring an accessible vehicle for immediate transport.
 - (2) A non-emergency accessible trip between medical facilities.
 - (3) Accessible vehicle trips needed to take a patient home upon discharge from a medical facility.
 - (4) A trip requested by a licensed or certified medical professional at an assisted living facility which has a memorandum of understanding (MOU) with the City of Ellensburg and meets the criteria of this Scope of Work.
 - iii) Cabulance Trip Requirements
 - (1) All trips must start and stop within the city limits of the City of Ellensburg.
 - (2) A patient missing a trip on Dial-A-Ride or Paratransit does not justify a Cabulance trip.
 - (3) A patient failing to schedule a Dial-A-Ride or Paratransit trip does not justify a Cabulance trip.
 - (4) Cabulance trips cannot be used for scheduled appointments.
 - (5) If a trip can be safely provided by Taxi, Dial-A-Ride or Paratransit, it does not qualify for the Cabulance service.
 - (6) A Cabulance Trip may not be requested by an assisted living facility Monday through Friday during the hours of 07:00 to 18:00. During these hours, the assisted living facility must provide accessible transportation for their residents.

iv) Authorized Requesters of Cabulance Trips

- (1) EMTs
- (2) Hospital professional staff including social workers, nurses, discharge personnel, home healthcare RNs and medical providers.
- (3) Urgent or Family care clinic medical personnel.
- (4) Local Law Enforcement
- (5) Licensed or certified medical professionals at an Assisted Care facility.
- (6) Government entities will require an Interlocal agreement with the City of Ellensburg
- (7) Private entities will require a memorandum of understanding with the City of Ellensburg.
- (8) Requester shall complete Part A of the Voucher prior to transport by the Cabulance. (see Exhibit A, attached)



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Cingular Wireless Communications Site Lease
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works

Suggested Motion/Action:

Move to authorize the City Manager to sign the Non-Exclusive Communications Site Lease with Cingular Wireless PCS, LLC for use of portions of the City's Craig's Hill Water Tower for communication equipment.

Background/Summary:

Cingular Wireless (AT&T Wireless) has leased area at this site since 2001 for their communications equipment that includes antennas on top of the water tower, and a communication hut adjacent to the water tower. Since the original lease, there have been 5 amendments to add additional facilities and extend the lease agreement. The 2nd Amendment allowed for up to 5 additional automatic 60 month renewal terms, which could extend through the end of 2030. Cingular Wireless recently expressed interest in amending the lease again to allow for the installation of a backup generator at the site, which would require the lease area to be expanded. Due to the existing agreement already having 5 amendments, staff felt it best to create a new lease agreement, and has worked with the applicant on preparing the lease agreement now before Council.

Previous Council Action:

Original Lease Agreement: August 7, 2001
Amendment 1: February 7, 2005 (additional antennas)
Amendment 2: December 22, 2005 (For automatic renewal of 5 additional 60 month terms)
Amendment 3: June 2, 2015 (additional antennas)
Amendment 4: December 29, 2015 (additional antenna and communication equipment)
Amendment 5: November 5, 2020 (additional antennas and updated Lessee contact info.)

Analysis:

Staff worked with Cingular Wireless and have prepared the attached Non-Exclusive Communications Site Lease. Per the conditions of the agreement. The initial term of the lease is 5 years, with up to two additional five year extensions.

Financial Impact:

This new lease agreement provides an annual revenue of \$22,279.56, with a 4% per year annual escalator.

Budget Adjustment: No

Attachments:

1. Cingular Wireless Lease

NON-EXCLUSIVE COMMUNICATIONS SITE LEASE

This Lease is entered into and is effective on the _____ day of _____ 2025, between the City of Ellensburg, a Washington municipal corporation, ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee"). This Lease is authorized under the provisions of RCW 35.42.200, and replaces and supersedes all previous leases and amendments thereto between the parties for improvements on the premises described herein.

1. **Background.** Lessor owns certain "Property" in the City of Ellensburg (described in Exhibit A — Legal Description and Exhibit B — Site Plan) upon which it has constructed a water tank ("Improvements"). Lessor hereby leases certain space (the "Premises") on the Property to Lessee for purposes of Lessee constructing and maintaining and operating a telecommunications site facility ("Antenna Facility") as depicted in Exhibit C attached hereto and more fully described in Paragraph 5 below. This lease is non-exclusive and in no way prohibits a negotiated lease or other business relationship between Lessor and Lessee's competitors, subject to the provisions of Paragraph 25 below.
2. **Term.** The initial term of this Lease shall commence on August 1, 2025 (the "Commencement Date") and end on July 31, 2030. Lessee shall have the option to renew this Lease for up to two additional five (5) year terms upon the terms and conditions contained herein. These options may be exercised by giving Lessor not less than one hundred twenty (120) days written notice prior to the expiration of the term then present at the time of such notice.
3. **Rent.** Beginning on the Commencement Date, Lessee shall pay Lessor annual rent in the amount of Twenty-Two Thousand Two Hundred and Seventy-Nine Dollars and 56/100 (\$22,279.56) ("Rent"), subject to further adjustments, if any, as provided in the Lease.

Lessee shall pay the Lessor a late payment charge equal to five percent (5%) of any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month, or the highest rate permitted by law.
4. **Escalator.** Rent shall increase by four percent (4%) annually beginning on August 1, 2026.
5. **FCC License.** Lessee has been granted a license (the "License") by the Federal Communications Commission ("FCC") to operate a wireless mobile radio telephone system. Lessee shall be authorized to use the Property and Improvements as an antenna site. Lessee warrants that the construction and maintenance of the Antenna Facility shall be at all times in compliance with applicable Federal, State and local laws, rules, regulations, including those of

any regulatory agencies.

6. **Use of the Property.** Lessee shall have the right to erect and maintain up to 19 antennas with approximately 120° spacing in the circumference of the railing atop the water tank in accordance with Exhibit C attached hereto. In addition, the Lessee shall have the right to erect and maintain two equipment shelters: one 12' x 28' shelter and another 10' x 16' generator shelter/lease area. Lessor acknowledges that it has been appraised of the extent of such construction as depicted on Exhibit C attached hereto, and Lessee acknowledges that said construction is subject to the approval of the appropriate building/planning officials of the City of Ellensburg. The Antenna Facility shall remain the property of the Lessee.
7. **Equipment Upgrade.** Lessee may update or replace the antennas from time to time.
8. **Maintenance.** Lessee shall, at its own expense, maintain the Premises and any of its equipment and/or equipment shelters on or attached to the Property in a safe condition, in good repair, and in a manner which will allow Lessor to use the Property and Improvements for their primary municipal purpose and engage in other leasing of the Property by Lessor.
9. **Utilities.** Lessor shall ensure that electric services are accessible and available at the Property for Lessee's intended use. Lessor hereby grants to Lessee the right to install, maintain, and operate, telephony systems, data communications and fiber optic systems on the Property to serve Lessee's Antenna Facility. Lessee shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations. It may be necessary for Lessee to supply the Antenna Facility with new utilities and/or improve the present utility service to the Antenna Facility in connection with its operation thereof. In such event, Lessor and Lessee agree to negotiate in good faith to determine the manner in which any such utility services will be supplied to the Antenna Facility.
10. **Access to Property.** Lessee shall have 24-hour/7-day access to the Property at all times to install, operate, repair, and maintain its Antenna Facility during the term of the Lease.
11. **Free from Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on, and for services rendered or material furnished to, its Antenna Facility, and shall keep the Antenna Facility free from all liens.
12. **Notification of Activity.** The Lessor shall notify the Lessee at least 48 hours prior to any major activity, construction or changes at the Property to allow for coordination with City operations.

- 13. Indemnification/Hold Harmless.** The Antenna Facility shall be erected and maintained at the expense of Lessee and at its sole risk. Lessee shall indemnify, defend and hold Lessor harmless from any claims, damages, or expenses from a third party (including reasonable attorney's fees) arising out of Lessee's installation, maintenance, and use of the Antenna Facility, the Property or Improvements, or any other acts or omissions of Lessee, or its employees, agents, or contractors, relating to the Antenna Facility, except for injuries and damages caused by the negligence or willful misconduct of the Lessor.
- A. Neither party shall have a duty to indemnify for liability(ies) or damage(s) arising out of bodily injury to persons or damages to the property determined to be caused by, or resulting from, the sole negligence or willful misconduct of either the Lessee or the Lessor, or their respective employees, agents, or contractors.
 - B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of either the Lessee's and Lessor's employees, agents or contractors, this mutual duty to indemnify for liability for damages shall apply only to the extent of negligence of the damages caused by or resulting from the concurrent negligence of the Lessee's or the Lessor's employees agents or contractors.
 - C. Lessee agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold the Lessor harmless from any claims made against the Lessor by the Lessee's employees, agents, contractors, subcontractors or other representatives, subject to any exclusions applicable to Lessee's indemnity obligations as further described in this Section.
- 14. Termination upon Lessee Default.** Lessor shall have the right to terminate this Lease, by written notice to Lessee, upon the occurrence of any of the following events:
- A. If Lessee defaults in fulfilling any obligation or term of this Lease and fails to correct such default or commence substantial correction of such default within thirty (30) days after written notice from Lessor; or
 - B. If Lessee is deemed insolvent, makes an assignment in bankruptcy, or fails to secure dismissal of an involuntary bankruptcy petition within a reasonable time.
- 15. Lessee's Right to Termination.** Lessee shall have the right to terminate this Lease, by written notice to Lessor, upon occurrence of any of the following events:

- A. If Lessor defaults in fulfilling any obligation or term hereof and fails to correct such default or commence correction of such default within 30 days after written notice from Lessee; or
 - B. If the approval of any agency, board, court or other governmental authority necessary to construction and/or operation of the Antenna Facility cannot be obtained, or if Lessee reasonably determines the cost of obtaining such approval is prohibitive; or
 - C. If Lessee reasonably determines that the Antenna Facility is not appropriate for technological reasons, including, but not limited to, signal interference.
 - D. At any time if the License is revoked or materially amended as to be inconsistent with Lessee's permitted use under this lease.
 - E. At any time by written notice to Lessor and the payment of the equivalent of twelve (12) months rent then in effect at the time of termination.
16. **Upon Termination.** Upon a notice of termination by Lessor or Lessee under Section 14 or 15 above, the Lease shall terminate and be of no further force or effect, except as to provisions relating to termination. Unless otherwise agreed between the parties, upon termination, whether under Section 14 or 15 above or otherwise, Lessee will be entitled and obligated to remove the Antenna Facility and all equipment of any kind from its equipment shelters (as provided in Section 6 above) in its entirety, all of which will be accomplished at Lessee's sole cost and expense.

If this Lease terminates at a time other than the end of one of the specified rental periods, then the rent shall be prorated as of the date of termination, and in the event of termination for reasons other than default of Lessee, all prepaid rent shall be refunded to Lessee or paid on its account.

17. **State Leasehold Tax.** Lessee shall pay the 12.84% State Leasehold Tax on all Rent paid to Lessor under the terms of this Lease.
18. **Insurance.** Lessee at its cost, shall procure and maintain for the duration of the Lease, the following:

Commercial general liability insurance, in an amount of Five Million Dollars (\$5,000,000) each occurrence, Five Million Dollars (\$5,000,000) general aggregate, which shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Lessee shall provide Lessor with original certificate(s) and a copy of the amendatory endorsements of insurance evidencing said coverage and including Lessor as an additional insured by endorsement as respect to this Agreement under the commercial general liability. Lessee will not cancel the required

insurance coverage without first giving Lessor thirty (30) days' prior written notice. If Lessee replaces the insurance in place at the Lease origination date, Lessee shall provide Lessor with original certificate(s) and a copy of the amendatory endorsements within two (2) weeks of the policy effective date.

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

Lessee shall maintain Property insurance, whether through self-insurance or other, on an all-risk basis, covering the full value of Lessee's property and improvements with no coinsurance provisions.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Lessee's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of the Lease, upon which the Lessor may, after giving five (5) business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Antenna Facility, Property, Building(s) or other Improvements. This release shall apply only to the extent that such claim, loss or liability is covered by insurance. Lessee self-insures its property coverage and will include Lessor as joint loss payee in satisfaction of the waiver of subrogation requirement.

19. **Acceptance of Premises.** By taking possession of the Premises, Lessee accepts the Premises in the condition existing as of the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Premises and the Property and Lessor shall not be liable for any latent or patent defect therein. To the best of Lessor's knowledge, there are no hazardous substances in, on or under the Property and there is no Property condition which violates any environmental law or regulation.

- 20. Damage or Destruction of Site.** If a material portion of the Antenna Facility is destroyed or damaged, Lessee may elect to terminate the Lease effective as of the date of the damage or destruction by notice given to Lessor in writing no more than 45 days following such date. This provision includes the damage or destruction of the Lessor's water tank that Lessor shall not be required to replace. In such event, all rights and obligations of the parties shall cease as of the effective date of termination, provided Lessee shall be obligated to remove its equipment from the Property and Improvements prior to termination being effective. Considerations of public safety and other governmental concerns may mandate removal of damaged property at the earliest possible date.
- 21. Condemnation of Facilities.** If a condemning authority takes all of the Antenna Facility or a portion sufficient to render it reasonably unsuitable for the use that Lessee was then making of the Antenna Facility, the Lease shall terminate and be of no further force or effect as of the date the title vests in the condemning authority. Lessor shall be entitled to any and all awards granted by the condemning authority, provided that Lessee shall be entitled to bring a separate action on its own behalf to recover the value of its Antenna Facility and its moving and business dislocation expenses.
- 22. Assignment of Lease.** This Lease is not assignable nor may Lessee sublet without Lessor's prior written approval, which approval, Lessor agrees, shall not unreasonably be withheld or delayed. Notwithstanding the foregoing, Lessee, may assign this Lease without Lessor's consent:
- A. To any person or entity that controls, is controlled by or under common control with Lessee (the "Acquiring Affiliate"), or in connection with the transfer of Lessee's FCC authorization to operate a commercial mobile radio base station on the Premises, with written notice of the transfer provided to Lessor in a reasonably timely manner; and provided further that the Acquiring Affiliate is assuming, in writing, all of the obligations of Lessee under this Agreement; or
 - B. To Lessee's lender(s) for security purposes in connection with the financing and refinancing, from time to time by Lessor, provided that upon any transfer pursuant to any foreclosure of such security or any sale or other transfer in lieu of such foreclosure the person or entity acquiring the interests subject to such transfer is required to assume all of the obligations of Lessor under this Agreement.
 - C. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee.
- 23. Attorney's Fees.** If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition

to costs, such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal of any judgment in ruling.

- 24. Notices.** Any notice required or permitted under this Lease shall be deemed received when actually delivered, or 72 hours after it is deposited in the United States mail as certified mail, return receipt requested, addressed to the addresses as specified below or as from time to time changed by either of the parties in writing.

Lessor: City of Ellensburg
501 N. Anderson Street
Ellensburg, WA 98926
Attn: Ryan Lyyski, Public Works & Utilities Director

Lessee: New Cingular Wireless PCS, LLC.

Attention: TAG-LA

Fixed Asset No. 10092304
Site Name: Ellensburg
1025 Lenox Park Blvd NE- 3RD Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Fixed Asset No. 10092304
Site Name: Ellensburg
208 S. Akard Street
Dallas, Texas, 75202-4206

- 25. Binding.** This Lease shall run with the Property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties and their respective lawful successors and assigns.

- 26. Signal Interference.**

A. Non-interference by Lessee. Lessee agrees to install and operate its Antenna Facility in a manner that does not cause RF interference to the FCC licensed operations of any Protected User. "Protected User" shall mean any user or lessee of the Property shown on Exhibit B attached hereto. Lessee agrees to immediately cure any such RF interference caused to a protected User by Lessee's equipment or, if such RF

interference cannot be immediately secured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of RF interference, until a cure at full power is achieved.

- B. **Non-interference by Lessor.** Lessor covenants to use Lessor's best efforts to protect Lessee from RF interference caused or potentially caused by existing or subsequent users or lessees of the Property or changes in its use. Except for Protected Users, Lessor, and its successors and assigns, shall not use, allow or permit the Property to be used in a manner which will materially impair the use of the Antenna Facility located upon the premises by Lessee or allow any use in any way as shall cause any destructive or conflicting interference with the radio, telephone, or communications signals to and from facilities or equipment of Lessee. If any harmful RF interference shall result from any such transmitters, equipment, antennae, or dishes permitted on the Property by Lessor, other than the Protected Users, to the facilities or equipment of the Lessee installed on the Premises, then Lessor shall immediately cause such transmitter, equipment, antenna or dish to be discontinued from operation until such interference is eliminated. If Lessor cannot eliminate such RF interference, Lessee may terminate this Lease in accordance with Section 15 herein or obtain injunctive relief requiring such interference to cease.

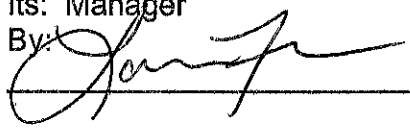
27. **Choice of Law.** This Lease shall be construed in accordance with the laws of the State of Washington. The venue for any litigation shall be in Kittitas County, WA.
28. **Severability.** If any section, term or provision of this Lease is deemed to be invalid or unenforceable, the remainder of said section, subsection, term or USC site 388315 provision of the Lease shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.
29. **Headings.** The headings in this Lease are for convenience only, and shall not be considered as part of the Lease for purposes of construction of the terms and conditions hereof.

In witness whereof, the parties hereto bind themselves to this Lease as of the day and year first above written.

LESSEE:
New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name:

Laura Franco

Its:

Associate Director

Date:

8/14/2025

LESSOR:
CITY OF ELLENSBURG

By:

Print Name:

Its:

Date:

)
) ss.
)

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[Handwritten signature]

~~Signature~~
~~n, residin~~

Shaded

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

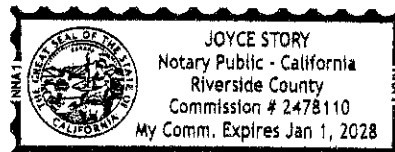
County of Riverside

On August 14, 2025 before me, Joyce Story - Notary Public
(insert name and title of the officer)

personally appeared Laura Alicia Franco Itokazu
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Joyce Story

(Seal)

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, _____, the _____ of the CITY OF ELLENSBURG, as LESSOR, a Washington municipal corporation, which executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument.

Dated this _____ day of _____, 20__.

Printed Name:

Notary Public in and for the State of Washington, residing at

My Commission Expires:

EXHIBIT A

Legal Description

"A" That part of Block "H" and "K", 2nd Railroad Addition to the City of Ellensburg, as per plat thereof recorded in Book 1 of Plats, page 63, Records of Kittitas County, Washington, Bounded as follows:

Commencing at the northeast corner of said Block "H"; thence S 88° 33' W along the north line thereof 150.00 feet to the point of beginning; thence S 1° 27' E 165.00 feet; thence S 88° 33' W 132.00 feet; thence N 1° 27' W 165.00 feet; thence N 88° 33' E 132.00 feet to the point of beginning.

"B" That part of Block "H", 2nd Railroad Addition to the City of Ellensburg, as per plat thereof recorded in Book 1 of Plats, page 63, Records of Kittitas County, Washington, Bounded as follows:

Commencing at the northeast corner of said Block "H"; thence S 88° 33' W along the north line thereof 150.00 feet; thence S 1° 27' E 65.00 feet to the point of beginning; thence S 1° 27' E 72.00 feet; thence N 20° 04' 30" E 77.40 feet to a point which is N 88° 33' E 28.40 feet from the point of beginning; thence S 88° 33' W 28.40 feet to the point of beginning.

"C" That part of Block "H", 2nd Railroad Addition to the city of Ellensburg, as per plat thereof recorded in Book 1 of Plats, page 63, Records of Kittitas County, Washington, Bounded as follows:

Commencing at the northeast corner of said Block "H"; thence S 88° 33' W along the north line thereof 150.00 feet; thence S 1° 27' E 165.00 feet to the point of beginning; thence S 16° 53' W 78.50 feet; thence N 79° 47' W 81.65 feet to the easterly right of way line of Craig Avenue as shown on the plat of B.F. Reed Subdivision Block "H" & "E" 2nd Railroad Addition to the City of Ellensburg as per plat thereof recorded in Book 3 of Plats, page 28, Records of Kittitas County, Washington; thence N 28° 24' E along said easterly right of way line 66.88 feet to a line bearing S 88° 33' W from the point of beginning; thence N 88° 33' E 71.37 feet to the point of beginning.

EXHIBIT B

Site Plan

See Attached

EXHIBIT B-SITE PLAN

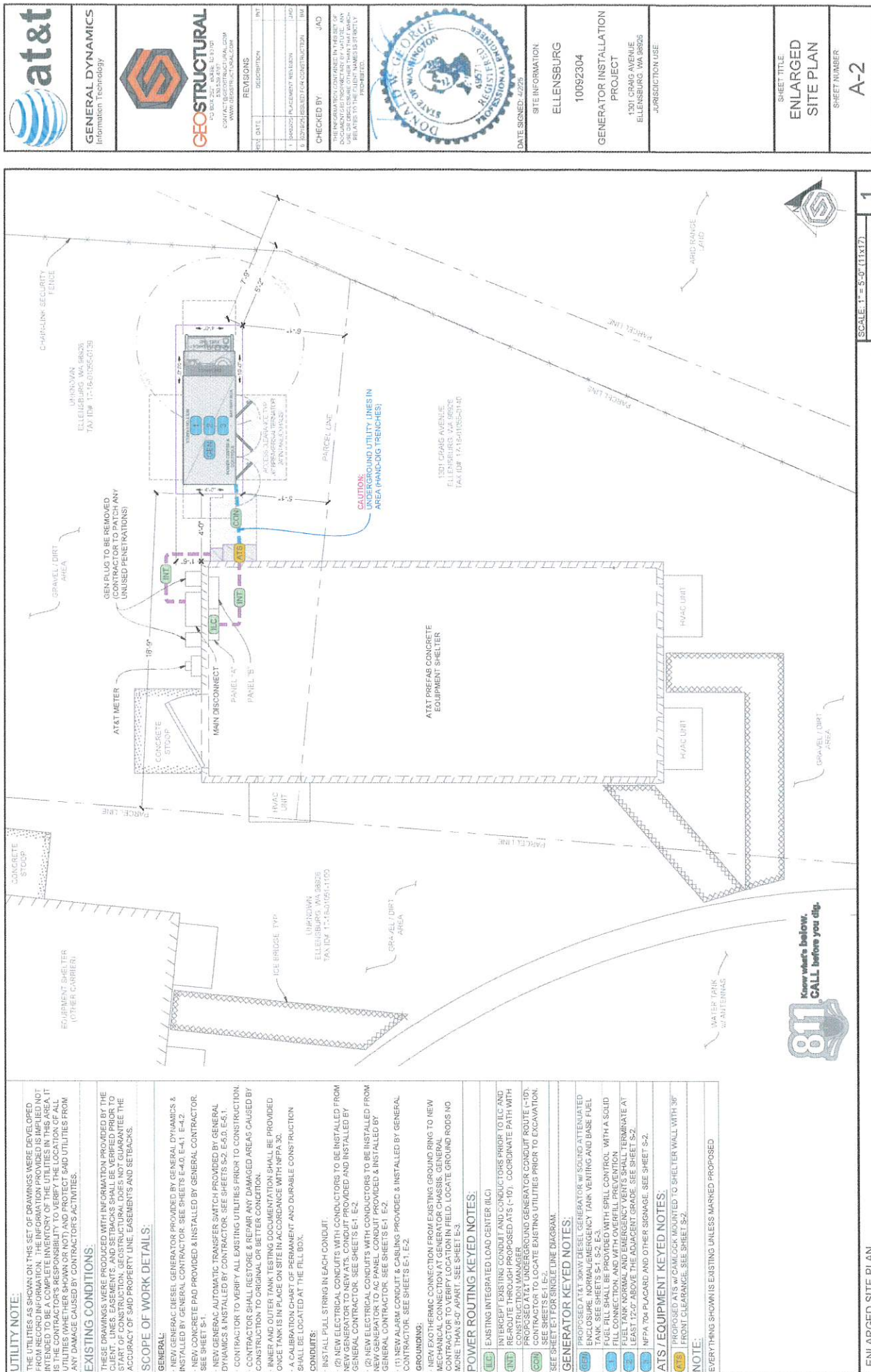


EXHIBIT C

Antenna Facility Description

See Attached

[illegible]

- TRUE NORTH ARROW SHOWN ON
THIS DRAWING IS APPROXIMATE
ONLY AND MUST BE VERIFIED

1. EXISTING INFORMATION OBTAINED FROM DRAWINGS
PREPARED BY CONCRESTONE ENGINEERING DATED
8/30/2018

2. CONTRACTOR TO SITE VERIFY ALL DIMENSIONS AND
CONDITIONS PRIOR TO CONSTRUCTION. REPORT ANY
DISCREPANCIES TO THE ENGINEER.



MaSTec
Network Solutions

591 + 5: 19614 S⁺
KENT, WA 98103



13555 SE 25TH ST., SUITE 10
BELLEVUE, WA 98006

1000

PROJECT NO	240101
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DRAWN BY EDC

CHECKED BY: BDC

SUBMITTALS

1	AUG 21/24	CLIENT COMED
2	JUL 22/24	RECEIVED FROM COMED

11	MAY 20/24	ISSUED FOR RE
A	MAY 09/24	ISSUED FOR RE

[illegible]

0000-0001-9126-3253 (ORCID)
0000-0002-9126-3253 (ORCID)

PHOTOGRAPHY

8-22-24

ELENSBAUF

K102
1301 CRAIG STR
E11 ENSEB K25 WA 9

100

FA# 10092304

EXISTING ANTERIOR

CONFIGURATION

2000

工

EXISTING ANTENNA CONFIGURATION

PL-1

PROPOSED ANTIMONY CONFIGURATION AND SCHEDULE															SQUAD
PERSON	SECTION	ADULT/INTELL	NUMBER OF ANTIMONY	VERSION	MODEL	ELECT. TEST	MECH. TEST	REF	TIME	FORM COUNT	NUMBER OF FEEDERS	FEEDER TYPE	FEEDER LENGTH	DW-LENGTH	
PERSON A	SECTION A	ADULT/INTELL	NUMBER OF ANTIMONY	VERSION	MODEL	ELECT. TEST	MECH. TEST	REF	TIME	FORM COUNT	NUMBER OF FEEDERS	FEEDER TYPE	FEEDER LENGTH	DW-LENGTH	
A2	50 B20	907	70-0*	1	CONSCORE	-	-	YES	0	1	-	-	120-0*	NO	
A3	ABAND	907	72-0*	1	ABAND-19 B770	-	-	YES	0	1	-	-	120-0*	NO	
A4	ABAND	907	68-0*	1	ABAND-19 B770	-	-	YES	0	1	-	-	120-0*	NO	
A4	ABAND	907	70-0*	1	CELLMAN	120726	-	YES	0	1	-	-	120-0*	NO	
PERSON B	SECTION B	ADULT/INTELL	NUMBER OF ANTIMONY	VERSION	MODEL	ELECT. TEST	MECH. TEST	REF	TIME	FORM COUNT	NUMBER OF FEEDERS	FEEDER TYPE	FEEDER LENGTH	DW-LENGTH	
B1	50 B20	1907	70-0*	1	CONSCORE	-	-	NO	0	1	-	-	120-0*	NO	
B2	ABAND	1907	72-0*	1	ABAND-19 B770	-	-	NO	0	1	-	-	120-0*	NO	
B3	ABAND	1907	68-0*	1	ABAND-19 B770	-	-	NO	0	1	-	-	120-0*	NO	
B3	ABAND	1907	70-0*	1	CELLMAN	120726	-	YES	0	1	-	-	120-0*	NO	
PERSON C	SECTION C	ADULT/INTELL	NUMBER OF ANTIMONY	VERSION	MODEL	ELECT. TEST	MECH. TEST	REF	TIME	FORM COUNT	NUMBER OF FEEDERS	FEEDER TYPE	FEEDER LENGTH	DW-LENGTH	
C1	50 B20	2607	70-0*	1	CONSCORE	-	-	NO	0	1	-	-	120-0*	NO	
C2	ABAND	2607	72-0*	1	ABAND-19 B770	-	-	NO	0	1	-	-	120-0*	NO	
C3	ABAND	2607	68-0*	1	ABAND-19 B770	-	-	NO	0	1	-	-	120-0*	NO	
C3	ABAND	2607	70-0*	1	CELLMAN	120726	-	YES	0	1	-	-	120-0*	NO	
PERSON D	SECTION D	ADULT/INTELL	NUMBER OF ANTIMONY	VERSION	MODEL	ELECT. TEST	MECH. TEST	REF	TIME	FORM COUNT	NUMBER OF FEEDERS	FEEDER TYPE	FEEDER LENGTH	DW-LENGTH	
D1	50 B20	3407	70-0*	1	CONSCORE	-	-	NO	0	1	-	-	120-0*	NO	
D2	ABAND	3407	72-0*	1	ABAND-19 B770	-	-	NO	0	1	-	-	120-0*	NO	
D3	ABAND	3407	68-0*	1	ABAND-19 B770	-	-	NO	0	1	-	-	120-0*	NO	
D3	ABAND	3407	70-0*	1	CELLMAN	120726	-	YES	0	1	-	-	120-0*	NO	

PROPOSED

(A) DCS

(B) DCS

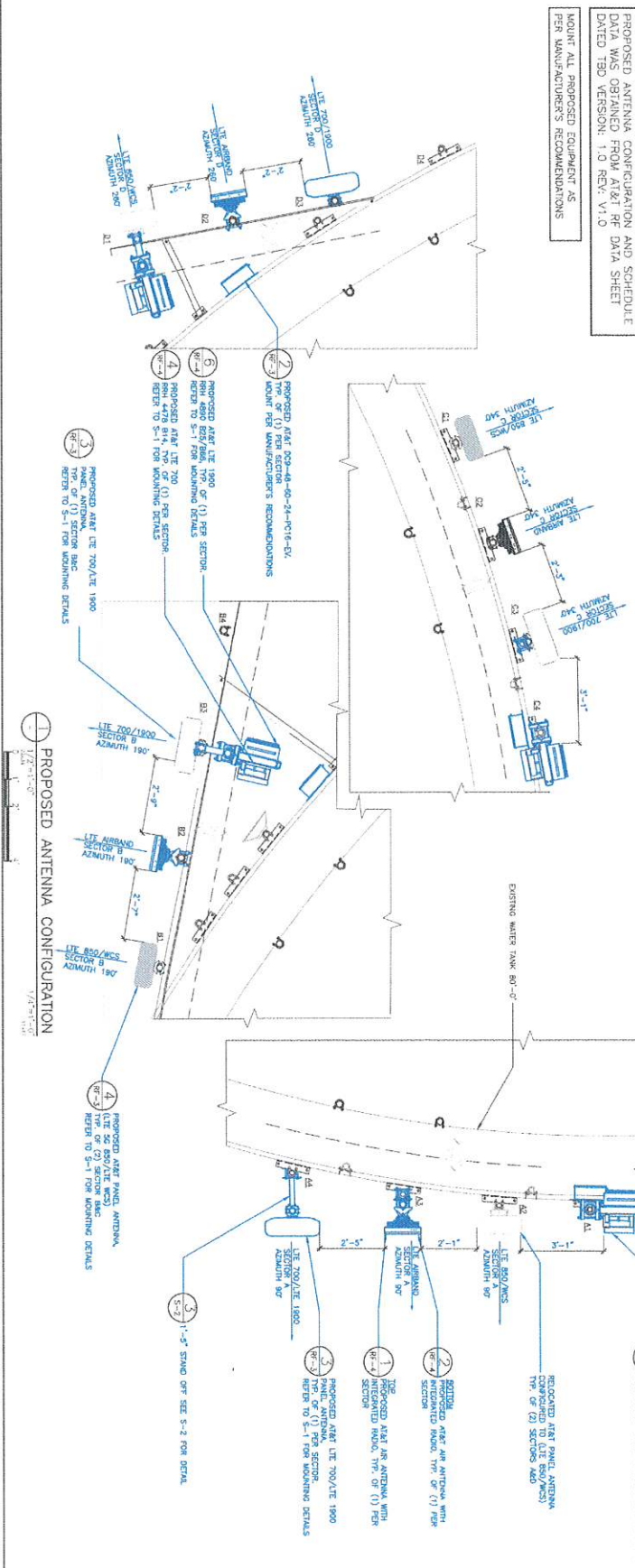
(C) DCS

(D) DCS

NOTES:

EXISTING INFORMATION OBTAINED FROM DRAWINGS PREPARED BY CONCRESTONE ENGINEERING DATED 8/30/2018.

TRUE NORTH ARROW SHOWN ON THIS DRAWING IS APPROXIMATE ONLY AND MUST BE VERIFIED



ע-ד-נ

PROPOSED ANTENNA CONFIGURATION

FA # 10092304

MS 18
ELLENBOURG
KIND

B-22-24

2

ASST. DIR.

TO BE COUNTERSIGNED BY THE ATTORNEY AT LAW OF THE STATE OF NEW YORK, COUNTY OF ALBANY, AND TO BE FILED WITH THE CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ALBANY, FOR THE PURPOSES OF THE EVIDENCE ACT, 1997, CHAPTER 10, SECTION 10-100, AS AMENDED.

1	AUG 21/24	CLIENT CONSULTS
2	AUG 22/24	ISSUED FOR CONSTRUCTION
3	AUG 23/24	WORK WITH OWNER, DESIGNER

060900Z 08C

PROJECT NO. 2401U127

13535 3E 35TH ST, SUITE 100
SEATTLE, WA 98106

Network Solutions
2014 N. 150th St.
Kent, WA 98032

FIELD NO. #4 56152



AT&T MOBILITY





Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award – Bid Call 2025-12, University Way Bridge Repair over BNSF Railroad

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works

Suggested Motion/Action:

Award bid call 2025-12 to Belsaas & Smith Construction, the lowest responsive and responsible bidder, in the amount of \$104,810.00 and approve the necessary budget adjustments.

Background/Summary:

Bids were received on Thursday, September 25, 2025 for the University Way Bridge Repair over BNSF Railroad project. Belsaas & Smith Construction was the lowest responsive and responsible bidder in the amount of \$104,810.00. Council is being requested to award the bid to Belsaas & Smith Construction.

The project consists of repairing three (3) girders at the University Way Bridge over the BNSF railroad. The project will seal exposed girder steel, replace expansion joint seals in the bridge deck, evaluate the drainage and water runoff from the bridge deck, and other items necessary to complete this project.

David Evans and Associates, Inc. designed the improvements and City staff prepared bid specifications for this project, Bid Call #2025-12. City staff will also provide administration for the above scope of work associated with this bid call.

Previous Council Action:

None

Analysis:

The project was advertised and bids were received as follows:

Belsaas & Smith Construction:	\$104,810.00
Combined Construction:	\$121,400.00
Granite Construction Company	\$220,950.00
N.A. Degerstrom Inc.:	\$277,100.00
<i>Engineer's Estimate:</i>	<i>\$139,900.00</i>

The low bid submitted by Belsaas & Smith Construction is below the engineer's estimate.

Financial Impact:

The total project is estimated to cost \$104,810.00. Budget adjustments are necessary to accommodate this project, and would increase the Arterial Street Fund Budget by \$110,000 with funding from the Sales Tax Reserve Fund. Sufficient fund balance is available in the Sales Tax Reserve Fund to accommodate this additional transfer.

Budget Adjustment: Yes

Attachments:

None

VOUCHER APPROVAL

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

 9/30/25
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 **6TH DAY OF OCTOBER 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	171578	TO	171806	\$ 2,266,141.79
EFT #'s	7611	TO	7638	\$ 515,140.18
Treasure Cash				Total Amounts
EFT #'S	1366	TO	1402	\$ 590,067.14
Check #'s	34430	TO	34440	\$ 2,712.64
Payroll Fund				Total Amounts
Check #'s	96482	TO	96483	\$ 3,704.19
Direct Deposits	87995	TO	88255	\$ 566,083.27

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

	Residency Requirement	Members within City Limits	Members outside City Limits	CWU-Appointed	ESD-Appointed	Ex Officio (EHS-Appointed)	Utility Customers	Alternates	Total Members	Current Vacancies	Applicant Name
Affordable Housing Commission	Y	5	1	N/A	N/A	N/A	N/A	N/A	7	1	Sarah Syverson
Arts Commission	N	3	2	N/A	N/A	N/A	N/A	N/A	7	2	
Civil Service Commission	Y	3	0	N/A	N/A	N/A	N/A	N/A	3	0	
Diversity, Equity & Inclusion Commission	Y	7	0	N/A	N/A	N/A	N/A	N/A	9	2	
Environmental Commission	Y	5	1	1	1	1	N/A	N/A	7	2 (EHS & CWU appointments)	
Landmarks & Design Commission	Y	6	1	N/A	N/A	N/A	N/A	N/A	7	0	
LEOFF Board	Y	3	1	N/A	N/A	N/A	N/A	N/A	5	1	
Library Board	Y	7	0	N/A	N/A	N/A	N/A	N/A	7	0	
Lodging Tax Advisory Committee	N	3	2	N/A	N/A	N/A	N/A	N/A	7	2	
Parks & Recreation Commission	Y	6	1	N/A	N/A	N/A	N/A	N/A	7	0	
Planning Commission	Y	7	0	N/A	N/A	N/A	N/A	N/A	7	0	
Transportation Advisory Committee	N	6	1	2	1	N/A	N/A	1	7	2 (EHS & ASCWU appointments)	Carol Chrisman (ESD) Alex Matheson (CWU)
Utility Advisory Committee	N	5	0	1	N/A	N/A	4	N/A	7	2 (Utility customers)	

From: noreply@civicplus.com
To: [Gretchen Delaford](#)
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Tuesday, August 19, 2025 8:35:55 PM

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

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Affordable Housing Commission

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

No

Name of Applicant: Sarah Syverson

Address

[REDACTED]

Mailing Address (If Different)

Field not completed.

City Ellensburg

State WA

Zip 98926

Email Address

[REDACTED]

Phone Number

[REDACTED]

Length of Residency in Kittitas County

4 years

Do you live within the city limits?

Yes

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

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

Occupation Status and Background:	I am currently self-employed through running a small candle business here in Ellensburg. Experienced in marketing, budgeting, and organizing events.
-----------------------------------	--

Organization Affiliations:	None
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Why are you seeking appointment?	I'm seeking appointment because I recognize the strong need for affordable housing here in Ellensburg and I'm dedicated to serving my local community.
----------------------------------	--

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

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

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

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

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



TO: City Council
FROM: Affordable Housing Commission
DATE: October 6, 2025 – Council Meeting

RE: Recommendation of Appointment

Sarah Syverson applied for appointment to the Affordable Housing Commission. Sarah has built a business in Ellensburg, identified housing concerns with the local housing market common to renters and potential homeowners and is interested in developing additional affordable housing. She brings outreach and marketing skills and would be an asset to the Commission.

The Affordable Housing Commission subcommittee consisting of Councilmember Delano Palmer, Committee Chair Sarah Bedsaul and Housing Program Manager Lily Frey conducted the interview of the applicant for the seat and recommend appointment.

Sarah, if appointed will fill a partial term that expires December 31, 2027. Based on the interview and her experience relevant to local housing challenges, the subcommittee is recommending that the City Council appoint Sarah Syverson to the Affordable Housing Commission.

From: [Troy Tornow](#)
To: [Heidi Behrends Cerniwey](#)
Cc: [Gretchen Delaford](#); [Josh Mattson](#); [Betsy Dunbar](#)
Subject: [Ext] Re: Transportation Safety Committee ESD Appointment
Date: Tuesday, September 23, 2025 12:41:40 PM
Attachments: [image001.png](#)

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

Gretchen,

Our Transportation Director, Carol Chrisman, will be our representative on the committee. She looks forward to hearing from you.

Her contact information is as follows:

509-925-8101

carol.chrisman@esd401.org

Please let me know if you need anything else. Thanks.

On Mon, Sep 22, 2025 at 5:16 PM Heidi Behrends Cerniwey <cerniweyh@ellensburgwa.gov> wrote:

Troy,

Per our conversation, please see Ordinance 4967 (approved on 8/18/25), page 5, amending Chapter 1.84 of Ellensburg City Code (ECC) to add, "...a representative of Ellensburg School District (ESD) who shall represent the general interests of ESD and be designated by ESD administration," to serve on the renamed, Transportation Advisory Committee. Please provide your recommendation for the appointed position to Gretchen Delaford in my office. A formal letter or an email will suffice.

Regular monthly meetings and general information can be found: [Transportation Advisory Committee | Ellensburg, WA](#)

Let us know if you have any questions.

Kind regards,

Heidi

Heidi Behrends Cerniwey, MPA, ICMA-CM

City Manager | **City of Ellensburg**

501 North Anderson Street | Ellensburg, WA 98926

P. (509) 962-7221

M. (509) 899-9157

cerniweyh@ellensburgwa.gov

www.ellensburgwa.gov



--

Troy Tornow

Superintendent

Office: 509-925-8010

Cell: 509-306-5463

www.esd401.org



From: [Jim Wohlpart](#)
To: danialcochran@cwu.edu; [Gretchen Delaford](#); [Heidi Behrends Cerniwey](#)
Cc: [Veronica Gomez Vilchis](#)
Subject: [Ext] CWU Boards and Commissions Appointment - Student on Transportation Board
Date: Tuesday, September 30, 2025 3:17:56 PM
Attachments: [image002.png](#)

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

Dania, Heidi, Gretchen,

Alex Matheson will serve on the Transportation board.

His email is ascwu.executivevicepresident@cwu.edu

Jim



Jim Wohlpart, PhD
President
Central Washington University
400 East University Way
Ellensburg, WA 98926
Barge Hall 314
Office: 509-963-2111
Email: Jim.Wohlpart@cwu.edu



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: EPD CHASE Program Overview (Public Comment Opportunity)
Submitted by: Eliann Carr, Crime and Intelligence Analyst
Department: Police

Suggested Motion/Action:
For information purposes only.

Background/Summary:
The Ellensburg Police Department (EPD) Community Health and Safety Experience (CHASE) Program is a collaborative community effort to provide individuals the practical experience necessary to understand the unique policing needs in Ellensburg.

Previous Council Action:
No previous action taken

Analysis:
The CHASE Program emerges as a wholistic exposure to community health and public safety careers and services for students.

Financial Impact:
No financial impact.

Budget Adjustment: No

Attachments:
1. CITY COUNCIL - CHASE Program

Community Initiatives

CHASE PROGRAM

Community Health And Safety Experience

PURPOSE: Collaborative community effort to provide individuals the practical experience necessary to understand the unique policing needs in Ellensburg.

OUTCOMES:

- Better prepare potential candidates for recruitment into policing.
- Provide the experience necessary to understand the criminal justice environment.

Learning Objectives:

1. EPD Orientation
2. Intelligence-Led Policing Application
3. Community Impact Areas
4. Community Partnerships
5. Accountability to Stakeholders
6. Case Management
7. Pathway to Prosecution
8. Enhanced Writing Skills
9. Law Enforcement Employment Preparation
10. Work/Life Balance



2025 Cohort Picture

2025 COHORT

Karole-Anne Alviso
Charlie Blain
Dana Culley
Joshua Mackie
Jasmine Montgomery
Asa Olsen
Diana Schneider



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4972 (2nd reading) — Amending City Code Chapter 6.54 relating to business licensing (Public Comment Opportunity)

Submitted by: Beth Leader, City Clerk

Department: City Clerk

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4972, amending ECC Chapter 6.54 relating to business licensing.

Background/Summary:

Council approved an agreement with the state's Business Licensing Service (BLS) in May 2017, to comply with EHB 2005, codified in Chapter 39.90 RCW. At that time, Ordinance 4809 was adopted which included multiple changes to Section 6.54 of the Ellensburg City Code (ECC) as well as a definition of "engaging in business" and setting a minimum threshold exemption to establish when an out-of-town or transient business is required to be licensed, which was \$2,000.

Previous Council Action:

Council approved first reading of Ordinance 4972 at the September 15, 2025 meeting.

Analysis:

The City received notice from BLS and the Association of Washington Cities (AWC) that the Business License Model Threshold was being updated, and the threshold for out-of-city businesses would increase from \$2,000 to \$4,000 annually. The model threshold was reviewed and updated by a work group of cities in 2024. Changes to the model license are set to take effect on January 1, 2026. All cities who partner with the state's Department of Revenue Business Licensing Service must notify BLS by mid-October that they will be adopting the threshold (to provide the 75 days' notice of the change before they take effect). The revised model also includes language for an automatic increase to that minimum by inflation every four years thereafter.

At the same time, staff recommends updates to additional sections in that Chapter:

- Section 6.54.120 - modification to item H., solicitor's license, requiring a general business license;
- Section 6.54.260 - Solicitor licenses, changing a license issued by the police department to issued by the city clerk; and

- Section 6.54.720 - Penalty for Violations, to allow for more realistic penalties for non-compliance and to align with RCW 19.02.085

One change added after the first reading was to require a Solicitors License in addition to a business license. The Solicitors License would be issued by the City Clerk and routed to the Ellensburg Police Department administratively.

Financial Impact:

No financial impact is anticipated at this time.

Budget Adjustment: No

Attachments:

1. Ordinance 4972 - Business License Updates 2nd reading

ORDINANCE NO. 4972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 6.54 BUSINESS AND OCCUPATION TAX AND AMENDING SECTIONS 6.54.120, 6.54.200, 6.54.260, and 6.54.720 OF THE ELLENSBURG CITY CODE

WHEREAS, EHB 2005 required cities with business licenses to administer their business licenses through the State's Business Licensing System (BLS) or FileLocal; and

WHEREAS, EHB 2005 required cities to adopt a model ordinance developed by the Association of Washington Cities (AWC) with a definition of "engaging in business" and a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed; and

WHEREAS, Council approved an agreement with BLS in 2017 and the City transferred business license functions to BLS in November 2017 as required by state law; and

WHEREAS, AWC has updated the business license model threshold to increase the current threshold of \$2,000 to \$4,000 for out-of-city businesses, which will take effect January 1, 2026; and

WHEREAS, solicitor licensing is no longer utilized or issued by city staff and compliance will be by requiring the business to obtain a general city business license; and

WHEREAS, staff also recommends updating the section addressing penalty for violations concerning business licensing, to allow for additional enforcement options to gain compliance with business licensing requirements.

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

Section 1. Chapter 6.54 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4809, is hereby amended to read as follows:

6.54.120 Persons subject to license fee—Amount.

On and after the effective date of the ordinance codified in this chapter, there is hereby levied upon and shall be collected from every person engaging in business in the city an annual license fee or tax for the privilege of engaging in business activities at each location. The license fee shall be measured by the number of employees of each business employed during the 12-month period immediately preceding the year for which the license fee is payable as follows:

- A. For every person employing zero to five employees: \$30.00 per year.
- B. For every person employing six to 12 employees: \$65.00 per year.

- C. For every person employing 13 to 25 employees: \$120.00 per year.
- D. For every person employing 26 to 50 employees: \$150.00 per year.
- E. For every person employing 51 or more employees: \$200.00 per year.
- F. A home occupation, as defined in the zoning ordinance: a fee of \$10.00 per year.
- G. A temporary business license not to exceed 90 days within any 12-month period: a fee of \$25.00 for each 30-day period.
- H. A solicitor shall be required to complete a Solicitor License Application Form and obtain a general business license before soliciting in the Ellensburg city limits.
- I. A temporary Kittitas County Fair business license not to exceed six days immediately preceding and including Labor Day each year: a fee of \$10.00. This fee is to be collected by the Kittitas County Fair acting as agent for the city of Ellensburg. The Kittitas County Fair will remit fees collected to the city of Ellensburg by warrant, accompanied by a listing of temporary Kittitas County Fair businesses and their addresses.
- J. Employees working more than 1,600 hours, including legal holidays and vacation time, during the 12-month period immediately preceding the year for which the license fee is payable shall be considered permanent. Employees working 1,600 hours or less, including legal holidays and vacation time, shall be considered temporary employees.
- K. In determining the license fee to be paid hereunder by each business, the total number of employees shall be computed by adding together the number of permanent employees and the number of temporary employees, the latter figure to be computed by dividing total man-hours, including legal holidays and vacation time, worked by all temporary employees by 1,600.

(Ord. 4809 § 1, 2018; Ord. 4774 § 3, 2017; Ord. 3425 § 2, 1984; Ord. 3239 § 2, 1979; Ord. 2751 § 1, 1968; Ord. 2372 § 3, 1958)

6.54.200 - Exemptions.

Notwithstanding any other section of this chapter, the requirements to obtain a business license under this chapter shall not apply to:

- A. Any person or business whose annual value of products, gross proceeds for sales, or gross income of the business in the city is equal to or less than ~~\$2,000~~ \$4,000 and who does not maintain a place of business within the city.
- B. Telephone and television cable businesses for which a license is required by special ordinance.
- C. Fraternal benefit societies, as defined in RCW 48.36A.010, and fraternal mutual property insurers, as defined in RCW 48.36A.390.

D. Any religious society, association or corporation, through the operation of any hospital, clinic, resort or other institution devoted exclusively to the care or healing of human beings; provided, that no exemption is granted where the income therefrom inures to the benefit of any physician, surgeon, stockholder, or individual by virtue of ownership or control of such hospital, clinic, resort or other institution.

E. Any instrumentality of the United States, state of Washington, or political subdivision thereof.

F. Any farmer, gardener or other person who shall sell, deliver or peddle any fruits, vegetables, berries, butter, eggs, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured by such person within the state of Washington.

G. Any person or business that has obtained a special events permit under [chapter 6.64](#) ECC.

H. Lessors of rental property. As used in this chapter, "lessor" means the owner, landlord or sublessor of rental housing or rental property, and a person designated as a representative of the landlord; or a person or business entity such as a corporation, limited liability corporation, partnership, or agency that owns, operates, or manages rental housing or rental property; or a person, designated by the landlord, who has authority to sign a lease or rental agreement.

(Ord. 4809 § 1, 2018; Ord. 4774 § 3, 2017; Ord. 3239 § 3, 1979; Ord. 3027 § 5, 1974; Ord. 2971 § 1, 1973; Ord. 2372 § 5, 1958)

6.54.260 Application review.

With the exception of temporary business licenses, all city business licenses are processed and issued through the state of Washington Business Licensing Service (BLS). All city application reviews will be completed within ten working days from the day the city clerk receives the applicant's information from BLS. Prior to BLS issuance of a business license authorized by this chapter, application review shall be conducted by the city as follows:

- A. *Permanent and temporary business licenses.* All permanent and temporary business licenses shall be referred for zoning ordinance compliance, location approval and compliance with other city ordinances to the building official, community development department, and fire marshal.
- B. *Renewals of permanent licenses.* No review shall be required for zoning, building or fire unless a location change has been made, in which case the application will be referred for review as outlined in subsection (A) of this section.
- C. *Home occupation licenses.* All new home occupation license applications shall be referred for compliance with zoning ordinance requirements, location approval and review as outlined in subsection (A) of this section.
- D. Solicitor licenses. All solicitor licenses shall be issued by the city clerk.

(Ord. 4809 § 1, 2018; Ord. 4774 § 3, 2017; Ord. 4566 § 24, 2010; Ord. 3425 § 4, 1984)

6.54.720 - Penalty for violations.

A. It shall be unlawful:

1. For any person to engage in business without having obtained a required business license or for a person to engage in business after denial of a business license application or renewal or after revocation of a business license.
2. For any person to violate any provision of this chapter.

B. The city finance director shall have the power to enforce the requirements of this chapter, and to pursue and/or impose the following penalties for violations of this chapter:

1. Nonpayment Penalty: Failure to pay the City license fee prior to engaging in business in the City, or otherwise within ninety (90) days after such payment is due, pursuant to subsection (A) of this section, may subject the licensee to a monetary penalty imposed directly to the City in the amount of fifty dollars (\$50), in addition to the required license fee.

2. License Cancellation: A license will be cancelled if the license renewal fee, or any part thereof, remains delinquent for 120 or more days. Cancellation of a license requires reapplication for a business license; payment of the business license fee; and payment of any late renewal penalty fees in order to conduct business within the City.

3. Civil Penalties: Any violation of subsection (A) of this section constitutes a civil violation under chapter 1.80 ECC, for which a monetary penalty, in a sum not to exceed one thousand dollars, may be assessed and enforcement may be required as provided therein. Each day of noncompliance with any of the provisions of this chapter shall constitute a separate violation.

4. Criminal Penalties. In addition to the foregoing penalties, violations of subsection (A) of this section constitutes a misdemeanor. Every person convicted of a misdemeanor shall, unless otherwise specified, be punished by a fine not to exceed \$1,000, or by confinement in jail for a term not to exceed ninety (90) days or by both such fine and confinement. Each day of noncompliance with any of the provisions of this chapter shall constitute a separate offense.

~~A. Businesses must renew their license on or before the expiration date. Any business which fails to renew by the expiration date may be assessed a late penalty authorized in RCW 19.02.085. This additional penalty will be assessed by and is payable directly to the city. A license that remains delinquent for 120 or more days after the expiration date will be cancelled. Cancellation of a license requires reapplication for a business license in order to conduct business within the City, in addition to paying any late renewal penalty fees.~~

~~B. Any person violating or failing to comply with any of the provisions of this business license ordinance shall be subject to criminal prosecution and upon conviction of a subsequent violation, shall be fined a sum not exceeding one thousand dollars or by imprisonment for a period not to exceed ninety days. Each day of noncompliance with any of the provisions of this chapter shall constitute a separate offense.~~

(Ord. 4809 § 1, 2018; Ord. 4774 § 3, 2017; Ord. 2372 § 17, 1958)

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 on January 1, 2026.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of October, 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. 4972 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4972 was published as required by law.

BETH LEADER



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4973 (1st Reading) - Revisions to Multifamily Housing Tax Incentives (Public Comment Opportunity)
Submitted by: Lily Frey, Housing Program Manager
Department: Community Development

Suggested Motion/Action:

Conduct first reading of Ordinance 4973 regarding Multifamily Housing Tax Incentives.

Background/Summary:

Ellensburg has had a Multifamily Tax Exemption (MFTE) Program since 2007. Nine total housing developments applied for this tax exemption and seven completed construction to receive this tax incentive, representing 151 multifamily housing units. Only one development has applied for and received the 12-year tax exemption through the inclusion of income-restricted affordable units.

In October 2022, the Washington State Department of Commerce issued guidance for MFTE program administrators that clarifies some choices available to jurisdictions reflected in this ordinance. The MFTE program requires annual compliance reporting. In 2023, Commerce began an audit program for exempted property owners that jurisdictions can opt to use instead of conducting their own program audits.

Previous Council Action:

Council established the MFTE program through Ordinance 4488 in 2007.

As recommended by the Housing Action Plan, in Ordinance 4885 in 2022, City Council extended the program to the Central-Commercial (C-C II) zone in addition to the original Central Commercial (C-C) zone.

Analysis:

The proposed ordinance would streamline reporting for qualifying market-rate developments slightly by removing the requirement to provide tenant income information for these properties. Market rate property owners do not want to be required to report tenant income data to the City and the City does not have analysis needs for this data.

The proposed changes would limit the 12-year tax exemption to projects where 20% of units are rented or sold at affordable rents or costs to households earning no more than 80% of area median income (AMI), or low-income households, rather than households with incomes up to 115% of AMI, or moderate income households. In the current Ellensburg housing market, this would mean that higher-end rentals would be eligible for the (8-year) market rate exemption rather than the (12-year) affordable exemption. For example, in 2025, the

maximum rent or mortgage for the 20% of required affordable units would be \$1,260 for a studio, \$1,350 for a 1BR or \$1,620 for a 2BR for the development to be eligible for the 12-year tax exemption.

As allowed by Commerce's guidance, the changes would align annual reporting for all properties in January for the prior year (rather than by each agreement's anniversary date) allowing consolidation of reminder notifications and information gathering to align with Commerce's annual April 1 MFTE reporting deadline. Similarly, City staff may conduct on-site verification when needed but on-site visits by staff would no longer be mandated by city code.

Financial Impact:

There will be limited financial impact from these mostly administrative adjustments. By adjusting the affordability level that qualifies for the 12-year exemption slightly, limited projects may qualify for the 8-year tax exemption instead of the 12-year tax exemption.

Budget Adjustment: No

Attachments:

1. Ordinance 4973 (1st reading)

ORDINANCE NO. 4973

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON RELATING TO CHAPTER 2.30 MULTIFAMILY TAX INCENTIVES AND AMENDING SECTIONS 2.30.010, 2.30.015, 2.30.030, AND 2.30.100 OF THE ELLENSBURG CITY CODE

WHEREAS, Chapter 84.14 RCW authorizes local government to adopt multi-unit housing guidelines and designate residential targeted areas for the purpose of qualifying for certain ad valorem tax exemptions; and

WHEREAS, the Ellensburg City Council finds that amending the existing multifamily housing tax incentive code in accordance with Chapter 84.14 RCW provides options for affordable housing to qualify, and to provide more detail as to the process in reviewing, approving and monitoring the special ad valorem tax exemption, and

WHEREAS, the Washington State Department of Commerce has issued Multifamily Tax Exemption (MFTE) guidance in October 2022 including best practice recommendations and examples; and

WHEREAS, streamlined reporting benefits participating property owners and city staff, NOW, THEREFORE, the City Council of the City of Ellensburg, Washington does hereby ordain as follows:

Section 1. Section 2.30.010 of the Ellensburg City Code, as last amended by section 2 of Ordinance 4887 is hereby amended to read as follows:

2.30.010 Purpose.

The purpose of this chapter is to provide limited exemptions from ad valorem property taxation for multifamily housing in the downtown area and is intended to:

- A. Encourage increased residential opportunities within the central commercial zone as defined by ECC 15.300.020 (official zoning map) and ECC 15.300.060(B)(2) and (B)(3);
- B. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial zones to increase and improve housing opportunities; and
- C. Assist in directing future population growth to the central commercial zones, thereby reducing development pressure on ~~other single-family~~ residential neighborhoods.

(Ord. 4887 § 2, 2022; Ord. 4885 § 1, 2022; Ord. 4678 § 1, 2014; Ord. 4488 § 4, 2007)

Section 2. Section 3.30.015 of the Ellensburg City Code, as last amended by section 2 of Ordinance 4885 is hereby amended to read as follows:

2.30.015 Definitions.

When used in this chapter, the following words shall have the following meanings unless the context clearly indicates otherwise:

Affordable housing means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households.

Director means the city of Ellensburg community development director or his/her designee.

Household means a single person, family, or unrelated persons living together.

Low-income household means a single person, family, or unrelated persons living together whose adjusted income is at or below 80 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States Department of Housing and Urban Development.

~~*Moderate-income household* means a single person, family, or unrelated persons living together whose adjusted income is more than 80 percent but is at or below 115 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States Department of Housing and Urban Development.~~

~~*Multifamily*~~*Multiple-unit housing* means a building or a group of buildings having four or more dwelling units not designed or used as transient accommodations and not including hotels and motels. Multifamily units may result from new construction or rehabilitated or conversion of vacant, underutilized, or substandard buildings to multifamily housing.

Owner means the property owner of record.

Permanent residential occupancy means multiunit housing that provides either rental or owner occupancy on a nontransient basis. This includes owner-occupied or rental accommodation that is leased for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

Rehabilitation improvements means modifications to existing structures, that are vacant for 12 months or longer, that are made to achieve a condition of substantial compliance with existing building codes or modification to existing occupied structures which increase the number of multifamily housing units.

Residential targeted area means an area within an urban center that has been designated by the governing authority as a residential targeted area in accordance with this chapter. With respect to designations after July 1, 2007, "residential targeted area" may not include a campus facilities master plan.

Substantial compliance means compliance with local building or housing code requirements that are typically required for rehabilitation as opposed to new construction.

(Ord. 4885 § 2, 2022; Ord. 4678 § 2, 2014)

Section 3. Section 2.30.030 of the Ellensburg City Code, as last amended by section 4 of Ordinance 4678 is hereby amended to read as follows:

2.30.030 Terms of the tax exemptions for multifamily housing in residential target areas.

- A. *Duration of exemption.* The value of new housing construction, conversion, and rehabilitation improvements qualifying under this section is exempt from ad valorem property taxation, as follows:
1. For eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the final certificate; or
 2. For 12 successive years beginning January 1 of the year immediately following the calendar year of issuance of the final certificate, if the property otherwise qualifies for the exemption and meets the conditions in this subsection. For the property to qualify for the 12-year exemption under this subsection, the applicant must commit to renting or selling at least 20 percent of the multifamily housing units as affordable housing units to low-~~and moderate~~-income households, and the property must satisfy that commitment. ~~In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate-income households.~~
- B. *Limits on exemption.* The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvement construction prior to submission of the completed application required under this chapter.

(Ord. 4678 § 4, 2014; Ord. 4488 § 4, 2007)

Section 4. Section 2.30.100 of the Ellensburg City Code, as last amended by section 8 of Ordinance 4678 is hereby amended to read as follows:

2.30.100 Annual compliance review.

- A. Within 30 days after the first anniversary of the date of filing the final certificate of tax exemption, and each year thereafter for the tax exemption period, the property owner shall file an annual report with the director indicating the following:
1. A statement of occupancy and vacancy of the multifamily units during the previous year ~~ending with the anniversary date~~;
 2. A certification that the property continues to be in compliance with the contract with the city, including that it has not changed use, and, if applicable, that the property has been in compliance with the affordable housing definition, as provided in ECC 2.30.015, since the date of the certificate approved by the city;
 3. A description of any subsequent improvements or changes to the property after issuance of the certificate of tax exemption;
 4. The total monthly rent or total sale amount of each unit produced; and
 5. For 12-year exemptions only, ~~t~~The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption.

B. City staff ~~may~~shall also conduct on-site verification of the annual report. Failure to submit the annual report may result in the tax exemption being canceled.

(Ord. 4678 § 8, 2014; Ord. 4488 § 4, 2007)

Section 5. 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 6. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, sections/subsections numbers and any references thereto.

Section 7. Effective Date. This ordinance shall take effect and be in full force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 20th day of October, 2025.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City do certify that Ordinance No. 4973 is a true and correct copy of said Ordinance of like number as the same was passed by said Council and that Ordinance No. 4973 was published as required by law.

BETH LEADER



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-25 Adult Activity Center Donation (Public Comment Opportunity)
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to adopt Resolution 2025-25, accepting the donation of \$5,000.00 to be used at the Adult Activity Center.

Background/Summary:

A donation of \$5,000.00 was made by James Altice to the Adult Activity Center on September 9, 2025. Mr. Altice indicated that the donation money was to be used at the Adult Activity Center.

Previous Council Action:

None

Analysis:

Ellensburg City Code, Chapter 2.04 — Gifts and Donations, states that restricted donations in excess of \$1,000.00 must be accepted only by resolution of the City Council.

Financial Impact:

The donation will provide staff with an additional fund balance to purchase supplies or equipment for the center. A budget adjustment is authorized as part of the resolution.

Budget Adjustment: Yes

Attachments:

1. James Altice Donation Resolution AAC

RESOLUTION NO. 2025-25

A RESOLUTION accepting a restricted donation in the amount of \$5,000.00 from James Altice.

WHEREAS, Mr. Altice has donated \$5,000.00 to the Adult Activity Center; and

WHEREAS, the Adult Activity Center would benefit from receiving the cash donation from Mr. Altice; and

WHEREAS, the Ellensburg City Council, pursuant to 2.04.120 the Ellensburg City Code must accept any monetary donation which exceeds \$1,000; and

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

Section 1. The City Council of the City of Ellensburg hereby authorizes the Adult Activity Center to accept the restricted donation in the amount of \$5,000.00 from James Altice.

Section 2. The City Council authorizes adding the necessary budget adjustments to the Adult Activity Center supplies budget for 2025.

ADOPTED by the City Council of the City Ellensburg this 6th day of October 2025.

Mayor

Attest: _____
City Clerk



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-26 to Support the City of Ellensburg's Proposition 1-Sales and Use Tax for Public Transportation (Transit) Systems (Public Comment Opportunity)

Submitted by: Christopher Horner, City Attorney

Department: City Attorney

Suggested Motion/Action:

Move to adopt Resolution 2025-26, supporting the City of Ellensburg's Proposition 1-Sales and Use Tax for Public Transportation (Transit) Systems.

Background/Summary:

The Proposition 1 sales and use tax would not result any any net sales tax increase, and would be used by the City to fund public transportation (transit) systems, including, but not limited to, the following purposes:

1. The provision of public transportation (transit) services by personnel, equipment, and maintenance necessary to operate a public transportation system in the City;
2. The planning, marketing, and public engagement for the provision of public transportation (transit) services; and
3. The acquisition, maintenance, and replacement of public transportation (transit) vehicles, equipment, and supporting infrastructure facilities outlined in the City's adopted transit development plan;

Previous Council Action:

At the July 7, 2025 Council agenda, Council approved Resolution No. 2025-14, directing the Kittitas County Auditor to place Proposition 1 on the November 4, 2025 ballot.

At the July 7, 2025 Council agenda, Council, sitting as the Ellensburg Transportation Benefit District, also approved Resolution No. 2025-15, which repealed the existing Transportation Benefit District sales and use tax, contingent upon voter approval of Proposition 1.

Analysis:

RCW 42.17A.555(1) authorizes City Council to vote on a resolution to express support of a ballot proposition, provided individuals in support of and in opposition to the ballot measure are provided approximately equal comment opportunity.

Financial Impact:

No direct financial impact as a result of this Resolution. However, the currently authorized 0.2% sales and use tax for the Transportation Benefit District (RCW 36.73) provides approximately \$1.6 million in funding for service delivery. Without voter approval of Proposition 1, the TBD sales tax must be reduced, effective July 1, 2026.

Budget Adjustment: No

Attachments:

1. Resolution 2025-26 Supporting Transit Levy Ballot Measure

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG supporting the City of Ellensburg's Proposition 1, which would authorize collection of a sales and use tax of up to 0.2% on all taxable retail sales within the City, for the purpose of funding public transportation (transit) systems, as proposed in the upcoming November 4, 2025 election.

WHEREAS, the City Council desires to fund the operation, maintenance, or capital needs of public transportation (transit) systems by imposing a sales and use tax of up to two-tenths of one percent (0.2%) in accordance with RCW 82.14.045, upon voter approval thereof;

WHEREAS, on July 7, 2025, the City Council adopted Resolution 2025-14 to submit a sales and use tax ballot measure to the qualified voters of the City;

WHEREAS, on July 7, 2025, the City Council, acting as the Ellensburg Transportation Benefit District, also adopted Resolution 2025-15 to repeal the existing two-tenths of one percent (0.2%) sales and use tax (which is set to expire in 2026), contingent upon voter approval of the November 4, 2025, sales and use tax ballot measure;

WHEREAS, the November 4, 2025, sales and use tax ballot measure would continue funding for Ellensburg Central Transit with no net sales tax increase;

WHEREAS, Ellensburg Central Transit ridership is up 64% from 2017;

WHEREAS, Ellensburg Central Transit provides access to medical care, jobs, education, food banks, grocery shopping, recreation, the library, voting, and more;

WHEREAS, Ellensburg Central Transit provides service on 358 days a year;

WHEREAS, Ellensburg Central Transit provides ADA Paratransit service for riders with disabilities, to ensure all neighbors can access work, healthcare, and community life;

WHEREAS, Ellensburg Central Transit connects residents to a regional transit network, and expands opportunities for residents and businesses by connecting beyond city limits;

WHEREAS, equal time to receive public comment from citizens in support of, or opposition to, Ballot Proposition No. 1 was made available at the City's Council's regularly scheduled meeting on October 6, 2025;

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

Section 1. The City Council of the City of Ellensburg hereby declares its support for and encourages approval of the City's Proposition 1, entitled "Sales and Use Tax for Public Transportation (Transit) Systems" which will be presented to the voters at the upcoming November 4, 2025 election.

ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 6th day of October, 2025.

Mayor

Attest: _____
City Clerk



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-27 Authorization to Acquire Property (Public Comment Opportunity)
Submitted by: Buddy Stanavich , Energy Services Director
Department: Energy Services

Suggested Motion/Action:

Move to Approve Resolution 2025-27, Authorization to Acquire Real Property.

Background/Summary:

The Light Department has identified the need to add substation capacity on the south end of the electric system to enhance current system reliability and provide for future anticipated load growth. The latest electric system's Long Range Capital Facilities Plan recommended the development of a new South Ellensburg Substation southeast of Berry and Canyon roads. This recommendation aligned with the outputs of the Siting Study that was conducted to identify properties that were ideal sites for development.

Previous Council Action:

None

Analysis:

The City and the owner have tentatively agreed (subject to approval of the City Council) on the purchase price of \$517,500, which represents an acceptable fair market value to the City based on comparable recent real estate transactions.

Financial Impact:

\$517,500 - This land purchase is included in the 2025 budget.

Budget Adjustment: No

Attachments:

1. South Substation - Resolution to Acquire Property - Final
2. South Substation - Purchase and Sale Agreement

RESOLUTION NO. 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, approving and ratifying the City Manager's signature on a Purchase and Sale Agreement and all other documents required for the acquisition of property owned by Canals of Ellensburg, LLC.

WHEREAS, the South Substation Siting Study was conducted to identify properties in and around the South end of the electric system and identified the property as an ideal site for development; and

WHEREAS, the electric system's Long Range Capital Facilities Plan recommended the development of new South Ellensburg Substation southeast of Berry and Canyon roads; and

WHEREAS, the electric system's Long Range Capital Facilities Plan further identified the need for the addition of a new two bank substation with one transformer installed to improve available capacity; and

WHEREAS, the Property is situated to be the ideal location for the development of a new South Substation, improving public utilities, and enhancing system reliability; and

WHEREAS, the City and the Owner have tentatively agreed (subject to approval of the City Council) on the purchase price of \$517,500, which represents an acceptable fair market value to the City based on comparable recent real estate transactions.

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

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

Section 2. It is in the City's best interests to develop a new South Ellensburg Substation southeast of Berry and Canyon roads.

Section 3. The Bull Road area is situated in an ideal location for a South Ellensburg Substation because of its location in regard to the city's electric distribution system and the close proximity to BPA transmission facilities.

Section 4. The City Council approves and ratifies the City Manager's signature on the tentatively agreed to Purchase and Sale Agreement, and all other documents, attached hereto as Exhibit A, required for the acquisition of real property owned by Canals of Ellensburg, LLC, and authorize the City Manager to sign any other documents required to complete the transaction.

ADOPTED by the City Council of the City of Ellensburg this 6th day of October,
2025.

Mayor

ATTEST:

City Clerk



Form 36
Counteroffer Addendum
Rev. 8/11
Page 1 of 1

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**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated August 18, 2025 , 1
concerning XX Bull Rd Ellensburg WA 98926 (the "Property"), 2
Address City State Zip
by Canals of Ellensburg, LLC , as Seller 3
and the undersigned City of Ellensburg , as Buyer 4
are accepted, except for the following changes. 5

☐ **The Purchase Price** shall be \$ _____ 6
_____ 7

☒ **Other.** 8

The parties agree to a close date of February 10, 2026. However, the parties also agree the close date can be extended 9
for up to an additional 90 days (or as otherwise agreed to by the parties) if needed to complete the short plat process, 10
as the separate parcel must be created before closing. 11
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 08/27/2025  08/27/2025

8-28-25

This counteroffer shall expire at 9:00 p.m. on ~~8-25-25~~ (if not filled in, two days after it is delivered), 27
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29
Earnest Money shall be refunded to Buyer. 30

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 31

 Heidi Behrends Cerniwey 08/21/2025
Signature Date

Signature Date

 <u>Zachary Valentine</u> 08/27/2025 Signature Date	 <u>Christopher Valentine</u> 08/27/2025 Signature Date
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Form 25
Vacant Land PSA
Rev. 8/24
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

Specific Terms

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1. **Date:** August 18, 2025 **MLS No.:** N/A **Offer Expiration Date:** 8/20/2025

2. **Buyer:** City of Ellensburg

Buyer

Buyer

Status

3. **Seller:** Canals of Ellensburg LLC

Seller

Seller

4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 268633 portion of, _____, _____,

XX
Address

Bull Rd

Ellensburg
City

Kittitas
County

WA
State

98926
Zip

5. **Purchase Price:** \$ 517,500.00 **Five Hundred Seventeen Thousand Five Hundred** U.S. Dollars

6. **Earnest Money:** \$ 5,000.00 U.S. Dollars; Delivery Date 4 days after mutual acceptance

To be held by ☐ Buyer Brokerage Firm; ☒ Closing Agent; ☐ In the form of a Promissory Note (included as an Addendum)

7. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies

8. **Title Insurance Company:** Amerititle

9. **Closing Agent:** Amerititle

2-10-26

Company

Individual (optional)

10. **Closing Date:** 4/30/2026 Or Sooner; **Possession Date:** ☒ on Closing; ☐ Other _____

11. **Services of Closing Agent for Payment of Utilities:** ☒ Requested (attach NWMLS Form 22K); ☐ Waived

12. **Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing

13. **Seller Citizenship (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation

14. **Subdivision:** The Property: ☐ must be subdivided before _____; ☒ is not required to be subdivided

15. **Feasibility Contingency:** ☒ Expires 45 days after mutual acceptance; ☐ Satisfied/Waived

CV 08/20/2025

HB 08/21/2025

16. **Information Verification Period:** ☐ Expires _____ days after mutual acceptance; ☒ Satisfied/Waived

ZV 08/20/2025

17. **Agency Disclosure:** Buyer represented by: ☒ Buyer Broker; ☐ Buyer/Listing Broker (limited dual agent); ☐ unrepresented

Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (limited dual agent); ☒ unrepresented

18. **Buyer Brokerage Compensation:** % _____; 2.5 % ☐ Addendum for Buyer Credit

(a) Seller's Offer (if any)

(b) Amount to be Paid by Seller

19. **Addenda:** 22LA(Land/Acreage) 22T(Title Contingency) 34(Addendum) 22XX(Kittitas Water Rights)

22YY(Farm Disclosure)

22AA(Appraisal)

From 36 - counteroffer

HB 08/21/2025

ZV 08/27/2025

CV 08/27/2025

Heidi Behrends Cerniwey

08/18/2025

Buyer Signature

Date

Buyer Signature

Date

501 N. Anderson Street

Buyer Address

Ellensburg

WA 98926

City, State, Zip

Buyer Phone No.

Fax No.

Buyer E-mail Address

RE/MAX Community One Realty

9856

Buyer Brokerage Firm

MLS Office No.

Susan Ferrell

30172

Buyer Broker (Print)

MLS LAG No.

(509) 933-7300

(509) 312-0817

(509) 933-7320

Firm Phone No.

Broker Phone No.

Firm Fax No.

remax@elltel.net

Firm Document E-mail Address

Susan@SusanFerrell.com Kramer@KramerFerrell.com

Buyer Broker E-mail Address

23630 / 138

21287

Buyer Broker DOL License No.

Firm DOL License No.

Zachary Valentine

08/20/2025

Seller Signature

Date

Christopher Valentine

08/20/2025

Seller Signature

Date

116 W. 3rd Ave #201

Seller Address

Ellensburg

WA 98926

City, State, Zip

Seller Phone No.

Fax No.

Seller E-mail Address

Listing Brokerage Firm

MLS Office No.

Listing Broker (Print)

MLS LAG No.

Firm Phone No.

Broker Phone No.

Firm Fax No.

Firm Document E-mail Address

Listing Broker E-mail Address

Listing Broker DOL License No.

Firm DOL License No.

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- c. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior

HB 08/18/2025

Buyer's Initials

Date

ZV 08/20/2025

Buyer's Initials

Date

Seller's Initials

Date

CV 08/20/2025

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

 08/18/2025

Buyer's Initials

Date

 08/20/2025

Seller's Initials

Date

 08/20/2025

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed

 08/18/2025
Buyer's Initials Date

Buyer's Initials Date

 08/20/2025
Seller's Initials Date

 08/20/2025
Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 162 163
- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 164 165 166 167 168 169
- r. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 170 171 172
- s. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 173 174 175 176 177
- t. Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The compensation offered by Seller to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 18(a), and if there is any inconsistency between the Buyer Brokerage Firm compensation offered and the description of the offered compensation stated in Specific Term No. 18(a), the terms shall be as set forth in the published offer. Seller shall pay the Buyer Brokerage Firm compensation set forth in Specific Term No. 18(b). Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement. 178 179 180 181 182 183 184 185 186 187 188 189
- u. Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 190 191 192 193
- v. Feasibility Contingency.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term v. 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215

 08/18/2025

Buyer's Initials

Date

 08/20/2025

Seller's Initials

Date

 08/20/2025

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- w. **Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third-party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. **Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

 HB 08/18/2025

Buyer's Initials Date

Buyer's Initials Date

 ZV 08/20/2025

Seller's Initials Date

 CV 08/20/2025

Seller's Initials Date



Form 22L&A
Land & Acreage Addendum
Rev. 7/23
Page 1 of 4

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LAND AND ACREAGE ADDENDUM

The following is part of the Purchase and Sale Agreement dated August 18, 2025 1
between City of Ellensburg ("Buyer") 2
Buyer Buyer
and Canals of Ellensburg LLC ("Seller") 3
Seller Seller
concerning XX Bull Rd Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. **BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 5
6
 - a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property. 7
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 - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems. 11
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 - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment. 16
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 - d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times. 20
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 - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future. 27
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 - f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation. 31
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 - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If there is an on-site sewage system on the Property that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A purge test consists of introducing water into the system to determine whether the system is functioning properly. 33
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 - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred. 38
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 - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should use due diligence to investigate such agreements. 40
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 - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

Authentisign
HB

08/18/2025

Buyer's Initials

Date

Buyer's Initials

Date

Authentisign
ZV

08/20/2025

Seller's Initials

Date

Authentisign
CV

08/20/2025

Seller's Initials

Date

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.
- b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.
- c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller:

Paid by Buyer	Paid by Seller		Contingency period (20 days if not filled in)	
☐	☐	i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	_____ days	
☐	☐	ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days	
☐	☐	iii. On-Site Sewage System. The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	
		The OSS inspection ☐ shall; ☐ shall not include a purge test to determine if the OSS is functioning properly.		
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.		
☐	☐	iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days	
		Water quality and/or purity tests ☐ shall; ☐ shall not be submitted to a private lab for further evaluation.		

Authentisign
HB 08/18/2025
Buyer's Initials Date

Buyer's Initials Date

Authentisign
ZV 08/20/2025
Seller's Initials Date

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CV 08/20/2025
Seller's Initials Date

LAND AND ACREAGE ADDENDUM

Continued

- ☐ ☐ v. **Water Quantity.** Water quantity tests (4 hour draw down _____ days 92
test or other test selected by Buyer) showing a sustained 93
flow of _____ g. p. m., which Buyer agrees will be 94
adequate to reasonably meet Buyer's needs. Water 95
quantity test to be performed by a qualified professional. 96
- ☐ ☐ vi. **Timber.** Timber cruise conducted by a qualified forest _____ days 97
products expert of Buyer's choice, with results of the cruise 98
to be satisfactory to Buyer in Buyer's sole discretion. 99

3. **ADDITIONAL PROVISIONS** (check as applicable) 100

☐ **Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 101
set forth in Specific Term 15 and General Term "v" of Form 25 (Vacant Land Purchase and Sale Agreement). 102
Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 103
matters affecting the Property including, without limitation, the condition of any improvements to the Property, 104
the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, 105
the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 106
area on the Property, the number and location of approved road approaches from public roads, and the 107
presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 108
feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 109
any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 110

This feasibility study contingency shall conclusively be deemed waived unless within _____ (20 days if 111
not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 112
disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 113

☒ **Irrigation and Water.** Seller represents that there are _____ shares of _____ irrigation/frost 114
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties 115
acknowledge that water rights do not automatically transfer with title to the Property and the parties should 116
consult with an attorney to facilitate the transfer of any water rights. 117

☐ **Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 118
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 119
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 120
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 121
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 122
extent delegated to and assumed by Buyer hereunder. 123

☒ **Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 124
before 9/18/2025. A party shall conclusively be deemed to have waived this contingency unless 125
notice in conformance with this Agreement is provided to the other party by the foregoing date. 126

☐ **Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 127
the Agreement: ☐ portable buildings; ☐ sheds and other outbuildings; ☐ game feeders; ☐ livestock feeders 128
and troughs; ☐ irrigation equipment; ☐ fuel tanks; ☐ submersible pumps; ☐ pressure tanks; ☐ corrals and 129
pens; ☐ gates and fences; ☐ chutes; ☐ other: _____ 130

The value assigned to the personal property included in the sale shall be \$ _____. 131
Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 132

☐ **CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 133
("WRP"), or similar program contracts and agree to continue them through the expiration date of each such 134
contract. All documentation for the assumption shall be completed prior to the Closing Date and must be 135
approved by the USDA or applicable government agency prior to Closing. Any applicable program payments 136
shall be prorated as of Closing. 137

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after 138
mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 139
contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if 140
not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement 141
shall terminate and the Earnest Money shall be refunded to Buyer. 142


08/18/2025
Buyer's Initials Date

Buyer's Initials Date


08/20/2025
Seller's Initials Date


08/20/2025
Seller's Initials Date

LAND AND ACREAGE ADDENDUM

Continued

☐ **Crops/Land Lease Review Contingency.** Seller shall make available to Buyer, as soon as practical, but no later than _____ days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control relating to any crop or land lease for the Property.

Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not give notice of disapproval within _____ days (10 days if not filled in) of receipt of the above documents or the date that the above documents are due (whichever is earlier), then this lease review contingency shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing. The parties should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements.

☐ **4. DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance:

_____ .

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

☒ **5. ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

6. TAX DESIGNATION.

a. Classification of Property. Seller represents that the Property is classified as ☐ open space ☒ farm and agricultural ☐ timberland under Chapter 84.34 RCW.

☒ **b. Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by ☒ Seller ☐ Buyer ☐ both Seller and Buyer in equal shares (Seller if no box is checked).

☐ **c. Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

 08/18/2025
Buyer's Initials Date

Buyer's Initials Date

 08/20/2025
Seller's Initials Date

 08/20/2025
Seller's Initials Date



Form 22T
Title Contingency Addendum
Rev. 7/23
Page 1 of 1

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 18, 2025 1
between City of Ellensburg ("Buyer") 2
Buyer Buyer
and Canals of Ellensburg LLC ("Seller") 3
Seller Seller
concerning XX Bull Rd Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

- Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ days (5 days if not filled in) from ☒ the date of Buyer's receipt of the preliminary commitment for title insurance; or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. The preliminary commitment delivered for review under this contingency need not identify Buyer as the insured.
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all disapproved exceptions.
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.
- Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, then the above time periods and procedures for notice, correction, and termination for those new exceptions shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as necessary to accommodate the foregoing times for notices.
- Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing as provided for in the Agreement.

Authentisign
HB 08/18/2025
Buyer's Initials Date

Buyer's Initials Date

Authentisign
ZV 08/20/2025
Seller's Initials Date

Authentisign
CV 08/20/2025
Seller's Initials Date



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The following is part of the Purchase and Sale Agreement dated August 18, 2025 1

between City of Ellensburg ("Buyer") 2

and Canals of Ellensburg LLC ("Seller") 3

concerning XX Bull Rd Ellensburg WA 98926 (the "Property"). 4

CV 08/20/2025 HB 08/21/2025 5
ZV 08/20/2025

This offer is contingent on the City Council approving the contract within 45 days after mutual acceptance. This contingency shall conclusively be deemed waived unless Buyer gives notice of disapproval on or before the contingency expiration date. If Buyer gives a timely notice of disapproval, then this agreement shall terminate, and the earnest money shall be refunded to the Buyer.

Buyer and seller agree that the new parcel shall be divided from the parent parcel (#268633) at the Sellers expense including the cost of surveys, short plat and frontage improvements.

Subject to the buyer and seller agreeing to the dimensions of the lot before the final division/short plat is completed.

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

AuthenticSign
HB 08/18/2025
Buyer's Initials Date

Buyer's Initials Date

 08/20/2025
Seller's Initials Date

AuthenticSign
CV 08/20/2025

Seller's Initials Date



Form 22XX
Kittitas County Water Addendum
Rev. 3/21
Pages 1 of 1

KITTITAS COUNTY WATER ADDENDUM

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The following is part of the Purchase and Sale Agreement dated August 18, 2025

between City of Ellensburg (“Buyer”)

and Canals of Ellensburg LLC (“Seller”)

concerning XX Bull Rd Ellensburg WA 98926 (the “Property”)

Surface Water Rights Disclosure

Buyer acknowledges that the right to use surface water in the Yakima River Basin, from the Yakima River, all tributaries to the Yakima River, and all surface water within Kittitas County has been or is being determined in *State of Washington, Department of Ecology v. James J. Acquavella*, Yakima County Superior Court No. 77-2-01484-5 ("*Acquavella*"). Buyer acknowledges that the *Acquavella* water rights adjudication may appear as an exception in the preliminary commitment for title insurance and the title insurance policy issued by the Title Insurance Company. That exception shall not cause title to the Property to be unmarketable, and Buyer waives this defect or encumbrance. Buyer acknowledges that the right to use surface water on the Property will be impacted by the decisions in *Acquavella*. Buyer shall take title to the Property subject to those decisions.

Groundwater Rights Disclosure

Buyer acknowledges that the right to use groundwater for new domestic uses in Kittitas County is subject to regulation by both the Department of Ecology and Kittitas County. New uses of ground water for potable water are prohibited without obtaining either mitigation water or a permit to use ground water. Buyer acknowledges that an adequate water supply determination will be made for the Property before Buyer will be issued a building permit. Buyer shall make an independent inquiry into availability of mitigation water or a ground water rights permit prior to Closing.

Buyer acknowledges that neither Seller, Listing Brokerage Firm, or Buyer Brokerage Firm have made any representations as to the availability or adequacy of surface water or ground water for the Property.



08/18/2025

Buyer's Initials

Date _____

Buyer's Initials

Date _____

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08/20/2025

Seller's Initials

Date _____

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CV

08/20/2025

Seller's Initials

Date _____



Form 22YY
Right to Farm Disclosure
Rev. 10/14
Pages 1 of 1

KITTITAS COUNTY RIGHT TO FARM DISCLOSURE

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The following is part of the Purchase and Sale Agreement dated August 18, 2025
between City of Ellensburg ("Buyer")
Buyer Buyer
and Canals of Ellensburg LLC ("Seller")
Seller Seller
concerning XX Bull Rd Ellensburg WA 98926 (the "Property")
Address City State Zip

Buyer acknowledges that the Property may be subject to the Kittitas County Right to Farm For the Protection of Agricultural Activities Ordinance (Kittitas County Code Chapter 17.74), which states:

The County of Kittitas supports the continuation and development of properly conducted agricultural operations within the County and has enacted a Right to Farm For the Protection of Agricultural Activities Ordinance (KCC 17.74). If the property you are purchasing is located near agricultural lands or operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences arising from such operations. Inconveniences may occur as a result of agricultural operations which are in conformance with existing laws and regulations and accepted customs and standards. These inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft), and the driving of machinery and/or livestock on public and private rights-of-way during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. If you live near an agricultural area, you should be prepared to accept such conditions as part of the custom of a county with a strong rural character and an active agricultural sector.

Seller and Buyer authorize and direct the Closing Agent to record this Right to Farm Disclosure in conjunction with the deed conveying the Property as set forth in the Kittitas County Code.

AuthentiSIGN
Heidi Behrends Cerniwey 08/18/2025
Buyer Date

Buyer Date

AuthentiSIGN
Zachary Valentine 08/20/2025
Seller Date

AuthentiSIGN
Christopher Valentine 08/20/2025
Seller Date



Form 22AA
Appraisal Addendum
Rev. 7/23
Page 1 of 1

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APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 18, 2025 1

between City of Ellensburg ("Buyer") 2
Buyer Buyer

and Canals of Ellensburg LLC ("Seller") 3
Seller Seller

concerning XX Bull Rd Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. **Property Access.** Seller shall permit access for an appraisal of the Property. If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections. 5 6 7
2. **Notice of Low Appraisal.** If the appraised value of the Property (as determined by a licensed appraiser) is less than the Purchase Price ("Low Appraisal") or the appraised value is conditioned on the completion and approval of work orders prior to Closing ("Appraisal Work Orders"), Buyer may, within 3 days after receipt of a copy of the appraisal, give notice of Low Appraisal or any Appraisal Work Orders, which includes a copy of the appraisal. 8 9 10 11
3. **Seller Response to Notice of Low Appraisal.** Seller shall, within 10 days after receipt of notice of Low Appraisal or any Appraisal Work Orders, give notice of: 12 13
 - (a) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser, acceptable to Buyer, in an amount not less than the Purchase Price; 14 15
 - (b) Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal; 16 17
 - (c) Seller's proposal to reduce the Purchase Price to an amount more than the appraised value and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or 18 19 20
 - (d) Seller's rejection of Buyer's notice of Low Appraisal or Appraisal Work Orders. 21

If Seller timely delivers consent to reduce the Purchase Price to an amount not more than the amount specified in Buyer's appraisal, then Buyer shall be bound by Seller's response. 22 23
4. **Buyer's Reply.** 24
 - (a) Buyer shall have 3 days from Seller's notice of reappraisal or reconsideration of value, Seller's notice of rejection of Low Appraisal or Appraisal Work Orders or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (i) waive the appraisal contingency or (ii) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 25 26 27 28
 - (b) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (i) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (ii) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 29 30 31

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. 32 33
5. **Closing Date.** The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 34
6. **Waiver.** This appraisal contingency shall be deemed waived unless Buyer gives notice of Low Appraisal to Seller within 60 days (20 days if not filled in) of mutual acceptance of this Agreement. 35 36
7. **Work Orders.** If Buyer notifies Seller of Appraisal Work Orders and Seller does not provide timely notice rejecting the Appraisal Work Orders as required by Paragraph 3(d), Seller shall complete Appraisal Work Orders by Closing. If Seller fails to do so and Buyer cannot close due to incomplete Appraisal Work Orders, on Buyer's notice the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 37 38 39 40

HB 08/18/2025
Authentisign
 Buyer's Initials Date

ZV 08/20/2025
Authentisign
 Seller's Initials Date

CV 08/20/2025
Authentisign
 Seller's Initials Date

Exhibit A

Buyer and Seller agree that they will accept this legal description until the division of the property is complete and a recorded legal description is available.

The property to be purchased will be 3.0 acres from the southeast corner of lot: **#268633**
ACRES 19.24; PTN SE1/4 SW1/4, SEC 12, TWP 17, RGE 18 (PARCEL 4, B40/P220-222)

 08/18/2025

 08/20/2025

 08/20/2025



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-28 Amending the 2025 Pay Plan for Non-Represented Employees (Public Comment Opportunity)
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:

Approve Resolution 2025-28 as presented, amending the 2025 Pay Plan for Non-Represented Employees, including approval of the necessary budget adjustments.

Background/Summary:

A pay resolution and subsequent amendment was submitted to the Council to establish the Fiscal Year 2025 pay scales for non-represented employees. This Resolution amends Resolutions 2024-33 and 2025-11 to reclassify the Energy Services Operations Analyst position to Energy Services Finance Officer.

Previous Council Action:

Approval of Resolution 2024-33 and 2025-11, and ongoing support of establishing competitive pay and benefits for City employees.

Analysis:

The Operations Analyst position within Energy Services was recently vacated, providing an opportunity to reassess the department's evolving organizational and financial management needs.

Management has determined that reclassifying the Operations Analyst position to Finance Officer will better align staffing with the department's strategic priorities and their commitment to ensuring strong financial stewardship, operational efficiency, and compliance with increasingly complex regulatory requirements.

The City's Public Works Department has demonstrated the critical importance of a Finance Officer position in strengthening fiscal oversight, supporting long-term planning, and improving service delivery.

Financial Impact:

The estimated financial impact of the amended Fiscal Year 2025 Pay Resolution is as follows, including 2025 payroll costs:

Finance Officer Wages: **\$1,529** (1.5 months)

This estimate is based on the difference between the top step of the Operations Analyst pay scale, and the top step of the Finance Officer pay scale to reflect the maximum potential cost difference. However, new employees are typically hired between entry and midpoint of the pay grade, depending on experience.

Based on the 2025 rate of pay, the maximum financial impact for 2026 is estimated to be \$12,225, excluding any cost-of-living increase that may be approved for 2026.

This position's FTE and expenditure authority/budget is split between the Electric Utility and Natural Gas Utility Funds.

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

Budget Adjustment: Yes

Attachments:

1. 2025-28 Resolution - Pay Plan Amendment - 10.06.2025

RESOLUTION NO. 2025-28

A RESOLUTION amending Resolution 2024-33 and 2025-11, updating the Pay Plan for Fiscal Year 2025 to reclassify a position in Energy Services.

WHEREAS, the Energy Services Department is committed to ensuring strong financial stewardship, operational efficiency, and compliance with increasingly complex regulatory requirements; and

WHEREAS, the Operations Analyst position within Energy Services was recently vacated, providing an opportunity to reassess the department's evolving organizational and financial management needs; and

WHEREAS, a review of departmental functions determined that reclassifying the Operations Analyst position to Finance Officer will better align staffing with the department's strategic priorities, particularly in navigating dynamic funding sources, grants, and cost recovery structures; and

WHEREAS, the City of Ellensburg Public Works Department has demonstrated the critical importance of a Finance Officer position in strengthening fiscal oversight, supporting long-term planning, and improving service delivery; and

WHEREAS, the Ellensburg City Council finds that updating the Pay Plan for Fiscal Year 2025 to reclassify this position will enhance financial accountability, improve support for ratepayers, and advance the City's mission of delivering reliable and sustainable utility services; and

WHEREAS, the City Council desires to formally amend Resolution 2024-33 and Resolution 2025-11 to adopt this reclassification within the Fiscal Year 2025 Pay Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The amended pay grade structure for non-union positions is hereby adopted as set forth in Appendix A, effective October 6, 2025; and

Section 2. The compensation schedule for each non-represented position is hereby adopted as set forth below (changes noted in bold), effective October 6, 2025.

[The remainder of this page left blank]

CLASS TITLES BY DEPARTMENT**PAY RANGE**

CITY MANAGER			
TITLE	MIN	MAX	Pay Grade
City Manager	14,726	16,660	50
City Attorney	14,016	15,858	48
Human Resources Director	11,223	12,699	39
Assistant City Attorney II*	11,223	12,699	39
Assistant City Attorney I*	10,168	11,504	35
Public Information Officer	8,768	9,919	29
Arts & Economic Development Manager	8,345	9,441	27
Human Resources Specialist (2)	6,849	7,747	19
Executive Assistant – City Attorney/Deputy City Clerk	6,682	7,558	18
Executive Assistant – City Manager	6,054	6,848	14
Civil Service Secretary/Chief Examiner	150/mo	150/mo	n/a
Legal Intern	16.66/hr	16.66/hr	n/a

**Only one Assistant City Attorney position is authorized in the budget – level will depend on qualifications.*

COMMUNITY DEVELOPMENT			
TITLE	MIN	MAX	Pay Grade
Community Development Director	11,223	12,699	39
Building Official	8,554	9,677	28
Planning Manager	8,554	9,677	28
Building Inspector II*	7,376	8,344	22
Housing & Grants Administrator	7,021	7,941	20
Building Inspector I*	6,849	7,747	19

**Only one Building Inspector position is authorized in the budget – level will depend on qualifications.*

[The remainder of this page left blank]

ENERGY SERVICES*			
TITLE	MIN	MAX	Pay Grade
Energy Services Director	13,675	15,471	47
Senior Electrical Engineer	10,950	12,389	38
Project Engineer	10,683	12,087	37
Operations Supervisor – Gas	10,683	12,087	37
Operations Supervisor - Light	10,683	12,087	37
Energy Resources Manager	10,422	11,792	36
Gas Engineer	9,920	11,223	34
Telecom Business Manager	9,212	10,421	31
ES Finance Officer	7,021	7,941	20
Sustainability & Energy Coordinator	6,849	7,747	19
Rate Analyst	6,682	7,558	18
Operations Analyst – ES	—6,205	—7,019	15
Engineering Intern – Gas Division	22.00/hr	22.00/hr	n/a
Engineering Intern – Light Division	22.00/hr	22.00/hr	n/a

FINANCE			
TITLE	MIN	MAX	Pay Grade
Finance Director	12,388	14,017	43
Assistant Finance Director	10,168	11,504	35
Utility Services Manager	9,212	10,421	31
Accountant III – Financials	8,554	9,677	28
Accountant III – Budget Officer	8,554	9,677	28
City Clerk	7,560	8,553	23
Contracts & Procurement Officer	7,021	7,941	20
Accountant II	7,021	7,941	20

INFORMATION TECHNOLOGY			
TITLE	MIN	MAX	Pay Grade
IT Director	11,223	12,699	39
IT Manager - Network/Security	9,212	10,421	31
IT Systems Administrator (2 positions)	7,943	8,986	25
IT Business Analyst II* (<i>vacant</i>)	7,943	8,986	25
IT Business Analyst I* (2 positions)	7,196	8,140	21
Service Desk Specialist	6,054	6,848	14
IT Intern (2)	16.66/hr	16.66/hr	n/a

**Only two regular IT Business Analyst positions are authorized in the budget – level will depend on qualifications.*

LIBRARY			
TITLE	MIN	MAX	Pay Grade
Library Director	10,422	11,792	36
Librarian	6,205	7,019	15
Part-time Library Substitute	16.66/hr	16.66/hr	n/a

PARKS AND RECREATION			
TITLE	MIN	MAX	Pay Grade
Parks & Recreation Director	10,683	12,087	37
Aquatic & Recreation Supervisor	6,849	7,747	19
Recreation Leader	22.31	25.83	n/a
Recreation Staff	17.49	23.43	n/a

POLICE			
TITLE	MIN	MAX	Pay Grade
Police Chief	12,388	14,017	43
Police Captain (2 positions)	10,683	12,087	37
Police Records Supervisor	7,021	7,941	20
Crime Analyst	6,682	7,558	18
Reserve Officer	16.66/hr	16.66/hr	n/a

PUBLIC WORKS			
TITLE	MIN	MAX	Pay Grade
Public Works & Utilities Director*	14,016	15,858	48
Public Works Director*	13,675	15,471	47
City Engineer/Engineering Services Manager	11,792	13,341	41
Assistant Public Works Director	10,168	11,504	35
Assistant City Engineer/Capital Projects Manager**	10,168	11,504	35
Facilities & Fleet Manager	10,168	11,504	35
Civil Engineer (2 positions)	9,678	10,949	33
Stormwater Utility Manager***	9,212	10,421	31
Water Resource Manager***	9,212	10,421	31
Transit Manager	9,212	10,421	31
PW Finance Officer	7,021	7,941	20
Water/Storm Program Coordinator***	6,849	7,747	19

**Public Works & Utilities Director will become Public Works Director upon hire of an Energy Services Director.*

***Plus 5% for current ISA Arborist Certification*

****Stormwater Utility Manager will become Water Resources Manager upon retirement of the incumbent, then a Water/Storm Program Coordinator will be hired. Some overlap may occur for training.*

All other City positions are covered by Union contracts. This Resolution has no application to such positions.

Section 3. The amended 2025 Pay Plan is hereby adopted as set forth herein. All remaining terms and conditions of Resolution 2024-33 and 2025-11 remain in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 6th day of October 2025.

Mayor

Attest:

City Clerk

APPENDIX A
RESOLUTION 2024-33

GRADE	1	2	3	4	5	6
50	14,726	15,094	15,471	15,858	16,254	16,660
49	14,367	14,726	15,094	15,471	15,858	16,254
48	14,016	14,367	14,726	15,094	15,471	15,858
47	13,675	14,017	14,367	14,726	15,094	15,471
46	13,341	13,675	14,017	14,367	14,726	15,094
45	13,016	13,341	13,675	14,017	14,367	14,726
44	12,698	13,016	13,341	13,675	14,017	14,367
43	12,388	12,699	13,016	13,341	13,675	14,017
42	12,086	12,389	12,699	13,016	13,341	13,675
41	11,792	12,087	12,389	12,699	13,016	13,341
40	11,504	11,792	12,087	12,389	12,699	13,016
39	11,223	11,504	11,792	12,087	12,389	12,699
38	10,950	11,223	11,504	11,792	12,087	12,389
37	10,683	10,949	11,223	11,504	11,792	12,087
36	10,422	10,682	10,949	11,223	11,504	11,792
35	10,168	10,421	10,682	10,949	11,223	11,504
34	9,920	10,167	10,421	10,682	10,949	11,223
33	9,678	9,919	10,167	10,421	10,682	10,949
32	9,442	9,677	9,919	10,167	10,421	10,682
31	9,212	9,441	9,677	9,919	10,167	10,421
30	8,987	9,211	9,441	9,677	9,919	10,167
29	8,768	8,986	9,211	9,441	9,677	9,919
28	8,554	8,767	8,986	9,211	9,441	9,677
27	8,345	8,553	8,767	8,986	9,211	9,441
26	8,142	8,344	8,553	8,767	8,986	9,211
25	7,943	8,140	8,344	8,553	8,767	8,986
24	7,749	7,941	8,140	8,344	8,553	8,767
23	7,560	7,747	7,941	8,140	8,344	8,553
22	7,376	7,558	7,747	7,941	8,140	8,344
21	7,196	7,374	7,558	7,747	7,941	8,140
20	7,021	7,194	7,374	7,558	7,747	7,941
19	6,849	7,019	7,194	7,374	7,558	7,747
18	6,682	6,848	7,019	7,194	7,374	7,558
17	6,519	6,681	6,848	7,019	7,194	7,374
16	6,360	6,518	6,681	6,848	7,019	7,194

GRADE	1	2	3	4	5	6
15	6,205	6,359	6,518	6,681	6,848	7,019
14	6,054	6,204	6,359	6,518	6,681	6,848
13	5,906	6,053	6,204	6,359	6,518	6,681
12	5,762	5,905	6,053	6,204	6,359	6,518
11	5,622	5,761	5,905	6,053	6,204	6,359
10	5,484	5,620	5,761	5,905	6,053	6,204
9	5,351	5,483	5,620	5,761	5,905	6,053
8	5,220	5,349	5,483	5,620	5,761	5,905
7	5,093	5,219	5,349	5,483	5,620	5,761
6	4,969	5,092	5,219	5,349	5,483	5,620
5	4,847	4,968	5,092	5,219	5,349	5,483
4	4,729	4,847	4,968	5,092	5,219	5,349
3	4,614	4,729	4,847	4,968	5,092	5,219
2	4,501	4,614	4,729	4,847	4,968	5,092
1	4,392	4,501	4,614	4,729	4,847	4,968

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Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-29 to Accept a Bequest from the Estate of Pamela Dee Grueter-Schmidt to the City of Ellensburg Animal Shelter (Public Comment Opportunity)

Submitted by: Christopher Horner, City Attorney

Department: City Attorney

Suggested Motion/Action:

Approve Resolution 2025-29 to accept a bequest from the Estate of Pamela Dee Grueter-Schmidt to the City of Ellensburg Animal Shelter.

Background/Summary:

Pamela Dee Grueter-Schmidt was an Ellensburg resident whose Last Will and Testament left donations to two organizations, the City of Ellensburg Animal Shelter, and Heifer Project International.

Previous Council Action:

None.

Analysis:

Ms. Grueter-Schmidt's Last Will and Testament bequeaths one half of her estate to the City of Ellensburg Animal Shelter, and the other half to Heifer Project International. Probate of the estate is still ongoing, but is currently valued at over \$800,000. The specific total amount of the bequest will depend on conversion of all assets to cash (to the extent possible), and deduction of any remaining estate costs and expenses. Council approval of the bequest, even though probate is still ongoing, would be beneficial to allow the Mayor and City Manager to sign any documentation necessary to help finalize probate of the estate.

Chapter 2.04 of the Ellensburg City Code (ECC) governs donations to the City. The bequest should be considered a "restricted donation" per ECC 2.04.120. Resolution 2025-29 specifies the bequest shall only be used for the Ellensburg Animal Shelter.

Financial Impact:

The proposed donation will provide additional funding for the City of Ellensburg Animal Shelter. The Resolution also authorizes the necessary budget adjustments to the appropriate funds.

Budget Adjustment: Yes

Attachments:

1. Donation Resolution Animal Shelter (10-6-25)

RESOLUTION NO. 2025-29

A RESOLUTION accepting a restricted monetary donation from the estate of Pamela Dee Grueter-Schmidt to the City of Ellensburg Animal Shelter.

WHEREAS, the last will and testament of Pamela Dee Grueter-Schmidt identifies the Ellensburg Animal Shelter as a co-beneficiary of the estate, and Heifer Project International as the other beneficiary; and

WHEREAS, the total estate value is currently valued at over \$800,000, which, after the estate's costs and expenses are paid, would be split between Ellensburg Animal Shelter and Heifer Project International; and

WHEREAS, the Ellensburg Animal Shelter would benefit from receiving the cash donation; and

WHEREAS, while probate of the estate is still ongoing, it would be beneficial for the City to formally accept this bequest and authorize the Mayor and City Manager to execute any documents necessary to accept the bequests and complete the probate process; and

WHEREAS, the Ellensburg City Council, pursuant to 2.04.120 the Ellensburg City Code must accept any monetary donation which exceeds \$1,000;

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

Section 1. The City Council of the City of Ellensburg hereby authorizes the City, on behalf of the Ellensburg Animal Shelter, to accept the restricted donation from the estate of Pamela Dee Grueter-Schmidt, which is likely to be a substantial sum, well in excess of the \$1,000 specified in ECC 2.04.120.

Section 2. The City Council directs staff to manage the bequeathed funds as restricted for use in support of the Ellensburg Animal Shelter.

Section 3. The Mayor and City Manager are authorized to execute any documents required to accept the bequests from the estate of Pamela Dee Grueter-Schmidt.

ADOPTED by the City Council of the City Ellensburg this 6th day of October 2025.

Mayor

Attest: _____
City Clerk



Meeting Date: October 6, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Regional Tactical Response Team Interlocal with Kittitas County (Public Comment Opportunity)
Submitted by: Ken Wade, Police Chief
Department: Police

Suggested Motion/Action:

Move to accept the Interlocal agreement as presented. This agreement has met legal review under both governmental entities.

Background/Summary:

The Kittitas County Sheriff's Department and the City of Ellensburg Police Department work cooperatively to provide Tactical Response Team resources to our county and other jurisdictions under mutual aid requests. This relationship has been in place for the last ten years. This ILA memorializes the relationship and obligations of parties.

Previous Council Action:

None

Analysis:

This interlocal agreement seeks to formalize the relationships already in place which are providing shared services to all local Kittitas County communities when the conditions are met for deployment. This group is dispatched only under dangerous circumstances, where police officers and deputies need additional resources to resolve an in-progress matter. The benefits of this interlocal agreement will be seen with regard to cost efficiency, training, expertise sharing and resource optimization.

Financial Impact:

There is not anticipated to be any budgetary impact, since the Ellensburg Police Department funds its contributions to this group through currently existing line items in its budget.

Budget Adjustment: No

Attachments:

1. KCTRT ILA Final

**INTERLOCAL AGREEMENT BETWEEN
KITITITAS COUNTY AND CITY OF ELLENSBURG FOR
REGIONAL TACTICAL RESPONSE TEAM**

This agreement is entered into between Kittitas County and the City of Ellensburg on behalf of their law enforcement agencies pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW and the Washington Mutual Aid Peace Officers Powers Act, chapter 10.93 RCW for the specific purpose of creating and maintaining a multi-jurisdictional team to be hereafter known as the Kittitas County Regional Tactical Response Team (KCRTRT). This agreement is in addition to any other agreement or grant of authority pursuant to RCW 10.93.

I. PARTIES. The parties to this Interlocal Agreement (“Agreement”) are Kittitas County (operating through its Sheriff’s Office), a political subdivision of the State of Washington, and the City of Ellensburg (operating through its Police Department), both of which are municipal corporations operating under the laws of the State of Washington. Each party is referred to herein as “member” or “party” and collectively as “members” or “parties.”

II. PURPOSE AND AUTHORITY. The purpose of this agreement is to provide Mutual Aid Law Enforcement assistance pursuant to the provisions of Chapters 10.93 (Washington mutual aid peace officers powers act) and 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington (RCW). No separate legal or administrative entity is created hereby, pursuant to RCW 39.34.030(3).

III. TERM. The term of this Agreement shall be through December 31, 2025 and thereafter shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating members, unless and until terminated pursuant to the terms of this Agreement.

IV. OBJECTIVES.

A. The objective of this Agreement is to handle specific criminal incidents, as well as incidents involving weapons of mass destruction, persons in crisis, or events that may attract negative actors/actions through mutual aid, which provides for more effective use of personnel, equipment, funds, and training, reduced duplication of equipment, development of specialized expertise, and increased utilization/application of a combined special response team. This results in increased safety for officers and the community, as well as improved services and cost effectiveness.

B. The KCRTRT shall respond as requested by either party, and provide a coordinated response to incidents. As special needs arise, it may be necessary to request assistance and/or personnel from other law enforcement agencies at the discretion of the KCRTRT Incident Commander and/or the KCRTRT Tactical Commander.

C. The KCRTRT may also be made available to other law enforcement agencies as provided by Chapter 10.93 RCW. In order to facilitate this availability, the Sheriff and/or Police

Chief are authorized on behalf of the KCRTTRT to seek agreements with other tactical or SWAT teams with whom teamwork is considered potentially beneficial.

V. ADMINISTRATION AND GOVERNANCE.

A. The KCRTTRT shall be governed by the Sheriff and Police Chief, or their designee(s), who shall have an equal vote and voice on all KCRTTRT decisions. In the event of a tie vote, the parties will work collaboratively and in good faith to reach a mutually acceptable decision and/or outcome. The Sheriff and Police Chief will jointly appoint a non-voting Team Commander (see "STAFF") who will be responsible for daily governance of KCRTTRT, and will attend and be the presiding officer for KCRTTRT administrative meetings. The Sheriff and Police Chief may each invite or delegate additional staff from their agency to attend KCRTTRT administrative meetings as needed. Non-participating agencies may attend KCRTTRT meetings only at the invitation of the Sheriff or Police Chief, or their designee(s).

B. The KCRTTRT shall meet monthly, unless otherwise determined by Sheriff and Police Chief, or their designee(s), who also retain the privilege to call extra meetings as deemed appropriate. No less than forty-eight (48) hours' notice of all meetings shall be provided. However, in emergency situations, the forty-eight (48) hours' notice requirement may be waived and the parties may conduct telephonic or virtual meeting(s), or a poll, to resolve any issues related to such emergency.

C. The KCRTTRT shall develop written policies, regulations, and operational procedures, which shall apply to all KCRTTRT operations. In the event of a conflict between the policies, regulations, and operational procedures of the KCRTTRT and the policies, regulations, and operational procedures of the individual members, the parties shall meet to discuss and attempt to resolve the conflict. In no event shall the KCRTTRT require a party to violate its policies, regulations, or operational procedures.

D. Each party is responsible for consulting with their assigned legal counsel on any legal issues or questions arising out of participation in the KCRTTRT. The Team Commander, in their discretion, may invite legal counsel from both parties to attend meetings, or request legal opinions from the parties' legal counsel.

VI. STAFF.

A. The Team Commander may be removed by action of both the Sheriff and Police Chief at any time and for any reason, with or without cause, and without recourse, so long as the reason for removal did not violate any state or federal law, including but not limited to anti-discrimination laws. The Team Commander appointment is for a one-year term, and must be approved by both the Sheriff and the Police Chief. The appointment may be extended for one or more additional terms with approval of the Sheriff and Police Chief.

B. The Team Commander shall prepare monthly written reports on the actions, progress, and finances of the KCRTTRT, including accomplishments, training, number of calls, problems/concerns, and any other matter as requested by the Sheriff or Police Chief. In addition,

the Team Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for approval by both parties.

C. Kittitas County Sheriff's Office will contribute 8 full-time commissioned officers, Ellensburg Police Department will contribute 3 full-time commissioned officers, to be assigned to the KCRTTRT.

D. Sheriff and Police Chief approval must be obtained for the parties to assign less than this staffing requirement. The personnel assigned to the KCRTTRT shall be considered employees of the contributing member. The contributing member shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the KCRTTRT. All rights, duties, and obligations of the employer and the employee shall remain with the contributing member. Each member shall be responsible for ensuring compliance with all applicable laws regarding employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations that pertain to their respective agency.

E. The Sheriff and Police Chief may appoint the finance department of either of their agencies to manage the finances (such as proceeds from KCRTTRT seized property sold at auction) of the KCRTTRT. Before appointing the finance department of a particular member to manage the finances of the KCRTTRT, the finance department of the member should be contacted first to obtain their consent and approval. The duty of managing the finances of the KCRTTRT may be rotated at the discretion of the Sheriff and Police Chief, with consent from the finance department receiving the assignment.

VII. TEAM COMMAND, ACTIVATION, AND CONTROL. During field activation of the KCRTTRT, the Team Commander shall clearly identify who is incident command. The incident commander will be the highest ranking member of the law enforcement office or department having jurisdiction over the incident, or their designee. The Team Commander shall designate the KCRTTRT Tactical Commander, and KCRTTRT Team Leader(s). The duties and procedures to be utilized by the Incident Commander, the KCRTTRT Team Commander, and KCRTTRT Team Leaders shall be set forth in the approved standard operating procedures. The approved standard operating procedures may designate other personnel to be utilized during an incident. Any supervisor who is a commissioned officer of either party is authorized to activate the KCRTTRT.

VIII. PROPERTY AND EQUIPMENT.

A. No property shall be purchased jointly, lent, or exchanged, nor shall title to any property be transferred, except by separate agreement. This provision shall not preclude the issuance of any operationally appropriate equipment to any officer while engaged in KCRTTRT duties who is properly trained to operate said equipment.

B. Neither party shall sell, assign, transfer, pledge, mortgage, lien, lease, license, grant a security interest in, encumber, or otherwise create any covenant, restriction, or other claim affecting any asset, equipment, facility, fund, or other property owned, leased, or otherwise held by the KCRTTRT.

C. Upon termination of this Agreement, each party shall retain ownership of equipment purchased by their agency and provided to its participating KCRTTRT members.

D. Any assets acquired with joint funds of the KCRTTRT shall be equally divided among the parties in proportion to their participation in the KCRTTRT at the asset's fair market value upon termination. The value of the assets of KCRTTRT shall be determined by a valuation method approved by the Sheriff and Police Chief. If both parties desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus and disposed of pursuant to state law for the disposition of surplus property.

E. The proceeds from the sale or disposition of any KCRTTRT property, after payment of any and all costs of sale or debts of the agency (meaning, debts owed by the agency to KCRTTRT), shall be equally distributed to the parties in proportion to the percentage of their participation in the KCRTTRT as of the date of dissolution. The parties may elect to buy the interest of the other party at the fair market value rate. In the event the parties terminate their participation in the KCRTTRT, but the KCRTTRT continues to exist, the terminating party shall be deemed to have waived any right or title to any property owned by the KCRTTRT or to share in the proceeds at the time of dissolution.

F. Arbitration pursuant to this section shall occur as follows:

1. If both parties are interested in an asset, the Sheriff and Police Chief shall each vote to select one (1) person (Arbitrator) who is not employed by, or related to, the member agencies of the KCRTTRT, to determine which agency will receive the property.

2. During a meeting with the Arbitrator, each party interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.

3. At the conclusion of the presentation, the Arbitrator shall determine which party is to receive the property. The decision of the Arbitrator shall be final and binding shall not be subject of appeal or review.

IX. INDEPENDENT CONTRACTOR. The services provided under this Agreement are those of an independent contractor. Employees of each agency are and will remain employees of that agency. All rights, duties, and objectives of the employer and the employee shall remain in place during KCRTTRT activities. Each employer shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees. Under no conditions will any member of the KCRTTRT be eligible for any compensation or other benefit from any employer other than their own contributing agency.

X. INDEMNIFICATION.

A. **Indemnification-General Provisions.** Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, damages, and/or losses and expenses while performing this agreement as provided by RCW 10.93.040. The following principles shall be applied in implementing the above:

1. It is the intent of the parties to provide services of the KCRTTRT without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with KCRTTRT actions that are brought against the members or their personnel.

2. Each party shall hold harmless, defend, and indemnify the other party and their staff members in any action involving KCRTTRT activities arising from said agency's (or their officer's) sole negligence. In the event of negligence of more than party, each party shall be responsible for its proportionate share of damages and/or award attributable to the party.

3. In the event of negligence or other wrongful acts asserted against more than one agency or officer in a lawsuit, any settlement or damages awarded shall be levied in proportion to the percentage of the fault attributable to each party either through mutual agreement in a settlement or through litigation of the underlaying action.

4. Payment of punitive damages, if any, shall be the sole responsibility of the agency or agency's employee against whom a judgment is rendered.

B. **Party Not Involved in KCRTTRT Response.** In the event that an agency or its personnel were not involved in the actions, coordination, command, or any other aspect of the KCRTTRT response to an incident that gives rise to a claim or lawsuit, such agency shall not be required to share responsibility for the payment of the judgment, defense costs, settlement, or award.

C. **Automobile Liability.** It is the intent of the parties to accept sole responsibility for automobile liability claims arising out of their officer's transportation to the site of a call out, including while driving an armored vehicle called to a KCRTTRT activation. Automobile liability claims arising after arrival at the scene of the call out will be resolved by the parties, with a good faith attempt to apportion costs and liability fairly and equitably amongst those involved.

D. **Intentionally Wrongful or Conduct Beyond the Scope of Employment.** Nothing herein shall require or be interpreted to require indemnification or sharing in the payment of any judgment against any KCRTTRT personnel for intentionally wrongful or negligent conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or agency. The legislative authority of the employing agency will be the determinant of good faith conduct within the scope of employment as defined in RCW 4.96.041.

E. **Collective Representation and Defense.**

1. The parties shall make efforts to work with their respective risk pools to retain joint legal counsel to collectively represent and defend the members in any legal action. If joint counsel is retained, the parties shall share equally the costs of such representation or defense. Should a party be dismissed from the litigation, their contribution will cease, and from that point forward, any additional costs shall then be the responsibility of the party remaining in litigation.

2. In the event a party does not agree to joint representation, or there is a conflict with their employee necessitating separate representation, that party shall be solely responsible for all defense attorney's fees accrued by its individual representation or defense.

3. The parties and their respective defense counsel shall make a good faith attempt to cooperate with the other party by, including but not limited to, providing all documentation requested, and making KCRTTRT members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

F. **Defense Waiver.** This section shall not be interpreted to waive any defense arising out of RCW Title 51.

G. **Insurance.** Each party shall maintain general liability coverage at all times, and such liability coverage documents shall be made available to the other party on an annual basis. Each party may choose to share the other party's coverage documents with their insurance carrier or risk pool. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual party from its obligations under this Agreement.

XI. NOTIFICATION OF CLAIMS AND LAWSUITS.

A. Any party receiving a claim or lawsuit related to KCRTTRT shall notify and provide documentation of the claim or lawsuit to the other party within 7 business days of receipt. Nothing in this Agreement shall be deemed a waiver by any party of the requirements set forth in Chapter 4.96 RCW, including but not limited to the fact that a party provides notice or copies of a claim to another party. Moreover, nothing in this Agreement shall be deemed acceptance of a lawsuit, and the fact that a party provides notice or copies of a lawsuit to another party shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

B. For the purposes of implementing this Section of this Agreement, each party will be responsible for making any required notification or providing required documentation to the appropriate legal counsel and government officials or departments within their agency.

XII. MEDIA RELATIONS. No statements will be made by any member of the KCRTTRT to the press when a claim has been presented to any members of the KCRTTRT, except through defense counsel.

XIII. AMENDMENT. The parties may mutually amend this Agreement as needed for purposes including but not limited to, expanding KCRTTRT to include additional member agencies. Such amendments shall not be binding unless they are in writing and signed by personnel authorized by the legislative authority of their agency. Any such amendment may be signed using multiple originals in the same manner as this agreement was made effective.

XIV. CHOICE OF LAW AND VENUE. This agreement will be governed by the laws of the State of Washington, as to both interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in Superior Court and venue shall be as provided by RCW 36.01.050.

XV. INTEGRATION CLAUSE. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations, or agreements, either oral or written, between parties.

XVI. COMPLIANCE WITH THE LAW. The KCRTTRT and all its members shall comply with all federal, state, and local laws that apply to the KCRTTRT.

XVII. RECORDS. Each party shall maintain its training records related to the KCRTTRT as required by Chapter 40.14 RCW and the Local Government Common Records Retention Schedule. A copy of these records will be forwarded and maintained by the designated KCRTTRT Training Coordinator, who shall serve as the records officer of KCRTTRT. However, each member shall still be responsible for its own compliance with the requirements of the Public Records Act and neither party shall be designated as the records custodian or public records officer for the other party.

XVIII. MISCELLANEOUS PROVISIONS.

A. **Severability.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court, such adjudication shall not affect the validity of any remaining sections, part, or provision of this Agreement.

B. **Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

C. **Interlocal Cooperation Act Provisions.** Each party to this agreement may bind itself to formation of the KCRTTRT by signing a duplicate original of this agreement and submitting such signed duplicate original to the Kittitas County Auditor for filing in the manner provided for RCW 39.34.040 or alternatively listed by subject on its website or other

electronically retrievable public sources. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but there will be several duplicate originals, one signed by each party to this agreement. The purpose of this provision is to facilitate signing of this agreement and to avoid undue delay in the execution of the agreement. This agreement, however, shall be executed on behalf of each party by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or entity as the case may be. Each party to this agreement shall be bound to it as of the date it signs this agreement.

D. **Withdrawal.** Either party may withdraw its participation in the KCRTTRT by providing written notice of its withdrawal and serving such notice upon the legislative body of the other party. A notice of withdrawal shall become effective ninety (90) days after the notice is provided to the other party.

E. **Termination of Agreement.** The KCRTTRT may be terminated by affirmative vote of both the Sheriff and Police Chief. Any vote for termination shall occur only when the Sheriff and Police Chief, or their designee(s) are present at the meeting in which such vote is taken. In the event of termination of the agreement, the parties will still be liable and responsible for its obligations and actions occurring prior to the effective date of termination.

F. **Limitations on Assignment and Delegation.** The parties shall not assign, transfer, or delegate their rights or obligations under this Agreement, to third parties (such as subcontractors), without the prior written consent of the other party.

ADOPTED this _____ day of _____ 2025.

Clay Myers, Sheriff

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

Chair

Vice-Chair

Commissioner

ATTEST:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

CITY OF ELLENSBURG

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



MANAGER'S REPORT

DATE: October 6, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. AWC to host District 4's Fall Meeting in Ellensburg on October 9

Council is invited to attend AWC's fall meeting at the Pearl from 11:30 – 1:00. This lunch meeting will include a brief presentation and discussion.

2. Ribbon Cutting for Water Street & Transit Project on October 10

The City of Ellensburg invites the community to a ribbon cutting ceremony for the Water Street Overlay Project and the installation of the new Ellensburg Central Transit bus stop and sidewalk in front of the Kittitas County Courthouse on Friday, October 10, 2025, at 9 a.m. The brief ceremony will take place at the northeast corner of Water Street and 5th Avenue.

3. Waste Management Fall Cleanup Days October 4-11

The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are available at City Hall. This fall's event is scheduled for October 4-11, 2025. Waste Management customers within the city limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Fall Cleanup Days by calling the City of Ellensburg at 509-962-7230.

4. Public Hearing Set for October 20

Staff have scheduled a public hearing for October 20, 2025, in accordance with the provisions of Chapter 2.07 of the Ellensburg City Code for the purpose of declaring as surplus to the City's needs utility and non-utility materials and equipment.

5. Utility Billing Updates (See flyer)

- **Update Your Contact Information** - Log in to your utility billing account at <https://myutilityaccount.ellensburgwa.gov/> to check that your phone number and email are current for both billing and utility outage information. The City of Ellensburg is now sending important text or phone notifications related to utility service, public safety, and community well-being.

- **Utility Billing Disconnect Notices Moving to Telephone Notifications**
The City of Ellensburg will no longer be using physical door tags for disconnect for delinquent utility accounts. Utility Billing will be moving to telephone notifications instead. If the notice of disconnect call cannot be confirmed (answered by a person or voicemail), a tag for disconnect shall be delivered to the service address.
- **Extended Bill Due Dates**
Earlier this year, the City extended bill due dates and final notice dates by an additional seven days to offset mail delays from USPS. Customers now have 22 calendar days to pay their bill and 14 calendar days to pay the late notice.
- **Payment Plan Options**
The City of Ellensburg has payment plan options for utility service. If you know you will not be able to pay your bill by the due date, please contact customer service at (509) 962-7201, Monday through Friday, between 8:00 a.m. and 5:00 p.m. to discuss your options. Making a plan early gives you greater flexibility and helps prevent any disruption in service. Please act now.
- **More Control Over Your Bill Due Date**
Select your own bill due date. Customers can select a fixed monthly due date up to 14 days past the normal due date. Contact customer service at (509) 962-7201 to set this up.

6. City of Ellensburg Encourages a City-Wide Voluntary Water Conservation

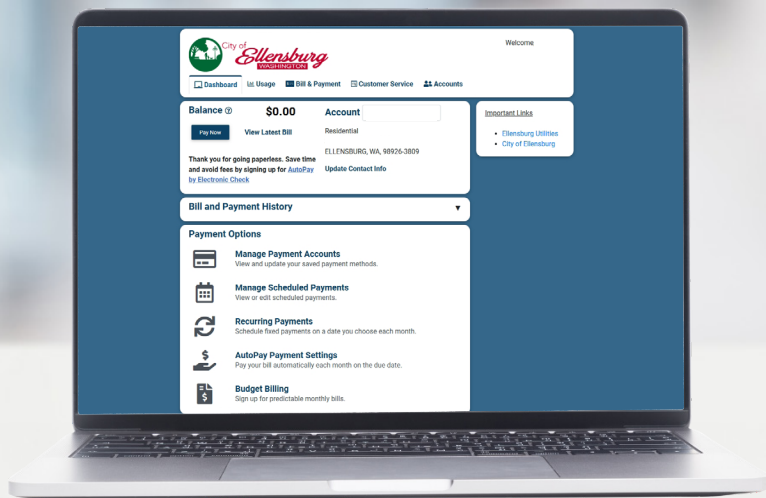
In response to a recent order from the Washington State Department of Ecology, which restricts surface water usage in specific areas of Kittitas County, the City of Ellensburg is taking action to conserve water to support impacted communities and is asking residents and business to do the same. The Department of Ecology's order follows three years of drought, resulting in critically low river flows and reservoir levels in the Yakima River Basin. The curtailment order is effective October 6, 2025.

The order does not directly affect the City of Ellensburg. However, in response to the Washington State Department of Ecology emergency order to cease all diversions of water from the Yakima River, the City is actively shutting down irrigation to City-owned facilities. Those that require irrigation to maintain new landscaping or safety conditions, such as youth soccer fields, will be operated on a reduced watering schedule. Park restrooms will remain open.

The City is urging residents and businesses to conserve water where they can to support our neighbors upstream. Find more tips and guidelines for water conservation on City's website at www.ellensburgwa.gov/conservewater

7. Preview of October 20 Council Agenda

The next meeting will include an Electric Outage Map Presentation and an update on the Comprehensive Plan Chapter 9 Diversity, Equity, and Inclusion following conclusion of the Common Ground Workshop on October 20.



Utility Billing Updates



www.ellensburgwa.gov

Update Contact Information — ACTION REQUIRED

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Balance ?	\$0.00	Account
Pay Now	View Latest Bill	Residential
Thank you for going paperless. Save time and avoid fees by signing up for AutoPay by Electronic Check		ELLENSBURG, WA, 98926-3809 Update Contact Info

Utility Billing Disconnect Notices Moving To Telephone Notifications:

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