

CITY COUNCIL AGENDA

November 17, 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_qFoNNLCxTneSiVfUcr38jg

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](http://ECTV.Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, November 17, 2025
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

3. Awards and Recognitions

3.A Heart of Downtown Award for Unity Park

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 November 3, 2025 Regular Meeting	6
5.B	Approve Minutes of November 3, 2025 Study Session	11
5.C	Acknowledge Minutes of Boards and Commissions	12
5.D	Consultant Agreement – Vantage Highway Shared Use Pathway Design	19
5.E	Project Acceptance - Bid Call 2024-16 Tree Trimming Contract Utility Electrical Distribution System	99
5.F	Authorization to Reinstitute a National Mutual Aid Agreement for the Natural Gas Utility	101
5.G	Second Contract Amendment – Bid Call No. 2024-03, 2024 City Property Groundskeeping	123
5.H	Professional Services Agreement – Wastewater Treatment Plant Improvements	136
5.I	Approve November 17, 2025 Voucher Listing	156

6. Petitions, Protests, and Communications

6.A	Flock Network Update (Public Comment Opportunity)	157
6.B	Ellensburg Transportation Advisory Committee Appointment Confirmation - Michael Montgomery (CWU) (Public Comment Opportunity)	163
7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	(Public Hearing) Mid-Biennial Review and First Reading of Ordinance 4976 - 2025/2026 Supplemental Budget (Public Comment Opportunity)	164
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4974 (Second Reading) - 2026 Property Tax Levy (Public Comment Opportunity)	178
9.B	Ordinance 4975 (Second Reading) - Proposed 2025 Title 15 Land Development Code Amendments (Public Comment Opportunity)	182
9.C	Resolution 2025-31 to Approve Fiscal Year 2025 Bad Debt Write-Offs (Public Comment Opportunity)	358
10.	Unfinished Business	
11.	New Business	
11.A	Ellensburg Poet Laureate 2026-2028 (Public Comment Opportunity)	361
11.B	Interlocal Agreement Between the City of Ellensburg and Kittitas County for Prosecution Services (Public Comment Opportunity)	374
11.C	Arts Commission 2026 Project Grants and Spending Plan (Public Comment Opportunity)	385
11.D	Council Funded Grant Program – 2026 Grant Awards (Public Comment Opportunity)	392
11.E	Amendment to the Interlocal Agreement between Kittitas County and the Cities of Ellensburg, Roslyn, and Cle Elum for the Consolidated Lodging Tax Grant Process (Public Comment Opportunity)	402
11.F	Clean Energy Implementation Plan (CEIP) 2026-2029 (Public Comment Opportunity)	418
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	444
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

November 3, 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 Beauchamp

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Nancy Goodloe, Nancy Lillquist and David Miller

Councilmembers absent (excused): Rich Elliott, Delano Palmer, Joshua Thompson

Councilmember Miller moved to approve an excused absence for Councilmember Thompson. **Motion Approved 4-0**

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Community Development Director Carlson, Planning Manager Henderson, Associate Planner Rud, Housing Program Manager Frey, Arts & Economic Development Manager Vandenberg, HR Director Young, Gas Engineer Yusi, Finance Director Pascoe, Assistant Finance Director Bassett, Energy Services Director Stanavich and approximately fifteen members of the public

Others present remotely via Zoom: Seven members of the public

2. Proclamations

Mayor Pro-Tem Lillquist acknowledged the proclamation.

2.A Native American Heritage Month

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Goodloe moved to approve the Agenda as presented. **Motion Approved 4-0**

5. Consent Agenda

5.A Approve Minutes of October 20, 2025 Regular Meeting

5.B Acknowledge Minutes of Boards and Commissions

- 5.C Arts Commission Resignation - Marie Marchand
- 5.D Banking Services Agreement Amendment with U.S. Bank National Association
- 5.E Award Bid Call 2025-13 Dry Creek 24" Water System Valve Replacement Project #25-118
- 5.F Approve a Collective Bargaining Agreement with IBEW Local 77
- 5.G Approve November 3, 2025 Voucher Listing

Councilmember Miller moved to approve the Consent Agenda as presented. **Motion Approved 4-0**

6. Petitions, Protests, and Communications

- 6.A Natural Gas Public Awareness and Damage Prevention Program (No Public Comment)
Darin Yusi, Gas Engineer, presented information to Council regarding the gas utility's program. Council asked questions of staff.

7. Public Comment on Non-agenda Issues

Public Comment was heard from the following citizens:

- Dana Betz, Kittitas resident
- Pat Kelleher, Ellensburg resident

8. Business Requiring Public Hearings

- 8.A Public Hearing (Legislative)- Review of Ordinance 4975, 2025 Land Development Code Amendments (First Reading) (Public Comment Opportunity)
Mayor Pro-Tem Lillquist opened the public hearing. Stacey Henderson, Planning Manager, presented information in the staff report.

Council asked questions of staff. With no further questions from Council and no comments from the public, Mayor Pro-Tem Lillquist closed the public hearing.

Councilmember Goodloe moved to approve first reading of Ordinance 4975, amending Ellensburg City Code Title 15, Land Development Code, as found in Exhibit A. **Motion Approved 4-0**

- 8.B Public Hearing (Legislative) - 2026 Proposed Revenue Sources Including Property Tax Levy Ordinance 4974 (First Reading) (Public Comment Opportunity)
Mayor Pro-Tem Lillquist opened the public hearing. Jerica Pascoe, Finance Director, presented information in the staff report.

Public comment on the topic was heard from the following citizens:
Pat Kelleher, Ellensburg resident
Dana Betz, Kittitas resident

Council asked questions of staff.

With no further questions from Council and no additional comments from the public, Mayor Pro-Tem Lillquist closed the public hearing.

Information was presented by Finance Director Pascoe concerning the 2026 property tax levy and collections.

Councilmember Miller moved to approve first reading of Ordinance 4974, establishing the Ad Valorem Property Tax Levy for 2026. **Motion Approved 4-0**

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

- 10.A Interlocal Agreement (ILA) and Memorandum of Understanding (MOU) for the Formation of the Kittitas County Economic Development Partnership (Public Comment Opportunity)

Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report.

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

Pat Kelleher, Ellensburg resident

Councilmember Goodloe moved to approve the Mayor's signature on behalf of the City of Ellensburg, the ILA to formalize the Kittitas County Economic Development Partnership between Kittitas County, the City of Roslyn, the City of Cle Elum, the township of South Cle Elum, the City of Kittitas, and to sign the MOU with the municipalities previously mentioned and the Kittitas County Chamber of Commerce, the Roslyn Downtown Association, the Cle Elum Downtown Association, and the Ellensburg Downtown Association. **Motion Approved 4-0**

11. New Business

- 11.A Consider 1st and Pine Revised Proposal (Public Comment Opportunity)
Lily Frey, Housing Program Manager, presented information in the staff report.
Skylar Bisom-Raap, partner of Manastash Architecture Planning & Development (MAPD), presented information to Council.
Uche Okazie (present remotely), HomeSight representative, presented information concerning the HomeSight program.

Council asked questions of MAPD representatives.

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

William Coleman, Kittitas resident

Pat Kelleher, Ellensburg resident

Councilmember Goodloe moved to direct staff to prepare a revised affordable housing agreement for an amended proposal. **Motion Approved 4-0**

11.B Third Quarter 2025 Financial Status and Investment Reports (Public Comment Opportunity)

Jerica Pascoe, Finance Director, reviewed information in a presentation.

Councilmember Beauchamp moved to accept the Third Quarter 2025 Financial Status and Investment Reports as presented. **Motion Approved 4-0**

11.C BPA - Provider of Choice Contract (Public Comment Opportunity)

Buddy Stanavich, Energy Services Director, presented information in the staff report. Council asked questions of staff.

Councilmember Goodloe moved to authorize the Mayor to sign the Provider of Choice contract with the Bonneville Power Administration. **Motion Approved 4-0**

12. Miscellaneous

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

The City Manager reviewed the report. A proposed statement concerning the federal shut-down was on the dais for consideration. Council consensus was to send out the statement on behalf of the entire Council.

An executive session was needed and was anticipated to last approximately ten minutes. No action would be taken

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Miller attended the Finance Committee, Ellensburg Transportation Advisory and Planning Commission meetings
- Councilmember Goodloe attended the Homelessness & Affordable Housing Commission meeting

13. Executive Session

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

Council recessed to an executive session at 9:50 pm and was anticipated to last approximately ten minutes. No action would be taken.

Council reconvened at 9:59 pm

14. Adjournment

Meeting adjourned at 9:59 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

November 3, 2025

6:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Study Session (No Public Comment)

Councilmembers present: Sarah Beauchamp, Nancy Goodloe, Nancy Lillquist, David Miller

Councilmembers absent: Rich Elliott, Delano Palmer, Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Arts & Economic Development Manager Vandenberg, Community Development Director Carlson, Associate Planner Rud, Planning Manager Henderson, Housing Program Manager Frey, HR Director Young and approximately three members of the public

Others present remotely via Zoom: No members of the public

- A Title 15 Land Development Code Amendments Review
Mark Rud, Associate Planner, reviewed proposed changes and additional information in a presentation. Council asked questions of staff.

14. Adjournment

Meeting adjourned at 6:48 pm

Mayor

ATTEST:

City Clerk

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

September 9, 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, Kandee Cleary, Nancy Goodloe, Amber Hoefer, M. Eliatamby-O'Brien, and Serena Turney.

Also present: Nicole Klauss, DEI Commission staff member; Ruben Cardenas, CWU Associate Vice President liaison; and 4 members of the public (2 in person and 2 online).

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

Motion approved 5-0

The Commission read the grounding statement.

2. Approval of the Agenda

Commissioner Kandee Cleary moved to approve the agenda. Commissioner Eliatamby-O'Brien seconded the motion. There was no discussion. **Motion approved 5-0.**

3. Approval of Minutes from July 8, 2025 and August 12, 2025 Commission Meetings

Commissioner Kandee Cleary moved to approve the meeting minutes from the July 8, 2025 and August 12, 2025 DEI Commission. Commissioner Hoefer seconded the motion. There was no discussion. **Motion approved 5-0.**

4. New Business

A. Select Representative To Review City Staff 1st Comp Plan Update Based On 10/4 Workshop Feedback

Chair Goodloe asked if anyone would be working with City staff ahead of the 10/17 retreat to review the results from the 10/4 Common Ground Workshop to help guide the retreat conversation.

Commissioner Cleary nominated Commissioner Hoefer and Commissioner Eliatamby-O'Brien as the representatives to work with City staff on reviewing the results of the 10/4 Common Ground Workshop. Commissioner Serena Turney seconded the motion. There was no discussion. **Motion approved 5-0.**

B. Retreat Planning

The Commission reviewed the October 17 retreat agenda. No public comment and no formal action will be taken at the retreat.

Commissioner Backlund volunteered to facilitate the morning icebreaker activity. Commissioner Serena Turney volunteered to help if needed.

Staff requested a supply list if there are specific items that are required.

5. Previous Meeting Motions And To-Do List Review

The Commission reviewed the previous meeting motions and provided updates.

Staff noted that the request for a study session was sent to the City Manager and Mayor for consideration; staff has not heard back.

Commissioner Eliatamby-O'Brien said there is a unity event happening in Ellensburg this fall, so there may be a way to connect with vendors at this event to start building relationships for the multicultural event. With the resignation of Divine from the commission, the subcommittee is looking for another volunteer to aid in planning efforts. The commission recommended pushing the event to spring. This item has been moved off the 90-day to-do list.

Commissioner Eliatamby-O'Brien nominated Commissioner Cleary to help Goodloe with the 90-day goal item of putting data in a document for review.

6. Liaison Reports

CWU liaison Ruben Cardenas reported CWU is ramping up for fall quarter, which starts September 25, and is looking for ways to invite the community to attend campus events. Commission members suggested community calendars, flyer locations, and emailing info to City staff to share with Council and commission members. The multicultural center opening on CWU's campus will have a soft opening this year. The Kittitas County Veterans Program will be doing a resource fair on campus in 2026 for veterans.

7. Subcommittee Reports

None.

8. Commission Member Reports

Chair Goodloe reported the Community Conversation on Sept. 6 was well attended and had new faces on both sides.

Commissioner Backlund reported it was nice to have The Wall That Heals in Ellensburg and over 400 middle school and high school students visited.

9. Staff Report

Staff reported:

- Coffee With City Council is Sept.10 from 4-6p.m. at the Ellensburg Public Library with Councilmembers Elliott and Beauchamp.
- Poet Laureate application period is open. Submissions due by September 15.
- Public Input workshop for the Clean Energy Implementation Plan is September 23 from 5:30-7 p.m.at City Hall.
- Ellensburg Academy on September 24 at 6 p.m. at Hal Holmes Community Center.
- Transit Survey closes September 26: www.ellensburgwa.gov/transitsurvey
- Common Ground Workshop is October 4, 2025.
- Parks, Recreation, Open Space, and Sustainable Funding Plan survey and information at www.ellensburgwa.gov/prosplan.

10. Public Comments

Chair Goodloe called for public comment.

William Coleman, Kittitas, provided public comment. There was no online comment.

11. Preview Next Meeting October 14, 2025

- The October 14 meeting has been cancelled due to lack of agenda items and the retreat being the same week.

Meeting adjourned at 3:41 p.m.

Nicole Klauss

Drafted: 9/9/2025

Approved: 11/11/2025

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Retreat

October 17, 2025

8:00 AM – 2:00 PM

Council Chambers

Present: Commission members Phil Backlund, Kandee Cleary, Nancy Goodloe, Amber Hoefer, M. Elitamby-O'Brien, Tylene Carnell, Serena Turney; DEI Commission staff member Nicole Klauss; City Planning Manager Stacey Henderson; Community Development Director Dan Carlson; Rhonda Schmidt, Ellensburg School District liaison; and two members of the public.

1. ICEBREAKER

Commissioner Phil Backlund led icebreaker activities.

2. 2025 COMPREHENSIVE PLAN AMENDMENT 25-02 UPDATE AND NEXT STEPS

City Planning Manager Stacey Henderson and Community Development Director Dan Carlson provided an update on the 2025 Comprehensive Plan Amendment 25-02 process. They reviewed the background, results of the Common Ground Workshop, and six options that will be brought forward to the City Council on October 20, 2025.

Discussion around feasibility of a combination of options and wording of revise versus repeal and replace; reviewing the role of City government in relation to these chapters; public comment at the upcoming City Council meeting; questions about virtual comments between Community Conversations and Common Ground Workshop; other parts of the Comprehensive Plan 2026 update that the DEI Commission might be interested in such as affordable housing; language changes to clarify terminology since there were agreements from the workshop; metrics and annual reports compared to other City boards and commissions; doing a better job of showing what the DEI Commission does every year; challenges with Commerce timelines; Planning Commission will have to review something in November (that is an opportunity for the DEI Commission to provide written or verbal feedback) and Council will have to review something in December; commission interest in helping write chapter updates if work moves into 2026; measurability of goals; how the commission is able to provide Council with an opinion; and questions about the cost of the process.

The Commission discussed providing feedback on the options to City Council.

3. REVIEW OF COUNCIL'S STRATEGIC VISION & PRIORITIES

Chair Nancy Goodloe reviewed the City Council's strategic vision and priorities, and the commission discussed the topics.

4. WORKSHOP/GOALS DISCUSSION

The Commission talked through updating their goals list but did not finish the discussion. It will be added to a future commission agenda.

5. BUDGET DISCUSSION

The Commission ran out of time to have this discussion.

6. SPECIAL PLANNING/PROJECTS

Work With Liaisons: Ellensburg School District liaison Rhonda Schmidt provided an update on the changes ESD has made in relation to the previous DOJ investigation (e.g. ESD updated website to make form to report complaints of harassment more visible) as well as highlights such as the new heritage language elementary program and Spanish literacy with students. The Ellensburg School District was not able to do a Belonging In The Burg this year. The group discussed what kind of information the commission would like to see from the school district. The commission is interested in seeing uptick of trends in schools and areas where there are opportunities for collaboration.

Retreat adjourned at 2 p.m.

Nicole Klauss

Drafted: 10/17/2025

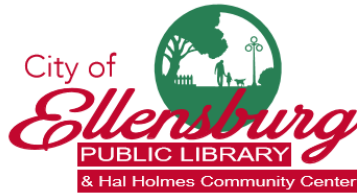
Approved: 11/11/2025

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

September 9, 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

Moreno called the meeting to order at 4:31 p.m.

II. ATTENDANCE

PRESENT: Josh Aubol, Marty Blackson, Emily Brown-Pratz, Vikki Carpenter, Andreina Delgado, Mary James, Rich Moreno

ABSENT (excused): none.

COUNCIL LIAISON: Sarah Beauchamp, absent.

GUEST(S): None

OTHERS PRESENT: Josephine Camarillo (Staff), Regina Tipton-Llamas (staff)

III. APPROVAL OF AGENDA

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

Motion approved. Motion passed 7-0.

IV. APPROVAL OF MINUTES

Motion made by James to approve the July 2025 minutes; motion seconded by Blackson.

Motion approved. Motion passed 7-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

None

VI. REPORTS

- A. Director Report: Library will be participating in the Collaborative Access for Rural Empowerment project based out of the University of Montana to develop a curriculum to help people with disabilities in rural communities. Four libraries in the US were selected to participate. New library card design has been ordered. Patrons can exchange their card for a new one at no cost till the end of October. Summer reading program was a great success with higher participation numbers.
- B. Budget Report: August budget final numbers not yet ready. July budget was revisited and reviewed.

- C. Friends of the Library Report: Fall Fun with Friends has been canceled. They will soon be selling canvas bags.
- D. Library Birthday Event: Date set for January 20, 2026, 4:30pm-6:00pm. Still looking for a music group to play during the event.

VII. UNFINISHED BUSINESS

- A. New Library Card Design- Megan Pickerel-Winer was the winning artist for our new library card design. The cards will soon be available. Patrons may exchange their card at no cost till the end of October.
- B. Library user survey- Survey questions were reviewed once more. Final version will be reviewed at next meeting.

VIII. NEW BUSINESS

- A. Regina Tipton-Llamas, Technical Services Supervisor, presented the process of how a book reaches the shelf. This demonstrates one of the tasks our Technical Services department performs daily.

IX. UNSCHEDULED BUSINESS

None

X. UPCOMING PROGRAMS/EVENTS

Upcoming events presented.

XI. NEXT MEETING

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

XII. ADJOURNMENT

With no further discussion, the meeting was adjourned by Moreno at 5:25 p.m.

Respectfully submitted,
Josephine Camarillo, staff



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Consultant Agreement – Vantage Highway Shared Use Pathway Design
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works

Suggested Motion/Action:

Move to authorize the City Manager to sign the attached professional services agreement with Ardurra to complete the design and preparation of construction bid documents for the Vantage Highway Shared Use Pathway project and approve the necessary supplemental budget adjustment.

Background/Summary:

The Vantage Highway Shared Use Pathway project will complete multimodal improvements including curb, gutter, and sidewalk on the north side and a shared use pathway on the south side of University Way from Alder Street to Brick Road and on Vantage Highway from Brick Road to Vista Road. Nearly \$1.9M in federal Surface Transportation Block Grant (STBG) funds administered through Kittitas County were secured for the Vantage Highway Shared Use Pathway project.

The project will include widening and overlaying the existing roadway to maintain the existing two lanes of travel with a center turn lane and will include installation of stormwater facilities, illumination, and other improvements.

Previous Council Action:

On February 3, 2025, Council moved to adopt Resolution 2025-02 amending the 2025-2030 Six-Year TIP, authorized the Mayor and staff to execute any and all necessary WSDOT federal grant paperwork associated with the 'Vantage Highway Shared Use Pathway' project and approved the requested supplemental City matching fund budget adjustments for the project.

Analysis:

The City was awarded nearly \$1.9M in federal STBG funds for the project. The total project cost is estimated at \$2.3M and \$440,000 in City matching funds will be required. Staff went through a qualifications-based consultant selection process based on requirements associated with federal funding. Three consultant teams were interviewed for the project and Ardurra was selected.

Staff has negotiated a proposed Consultant Agreement for consideration in the amount of \$309,378.11.

Financial Impact:

The City was awarded \$1,878,207 in grant funds for the project, and as such, it is not included in the current budget. A supplemental budget appropriation in the amount of \$276,612 for the grant funds is needed for the 2025 Arterial Street budget for this contract. The City match of \$41,766 is budgeted and evenly shared between the Sidewalk Fund, Traffic Impact Fee Fund, and the Arterial Street fund.

Budget Adjustment: Yes

Attachments:

1. 250361 Ellensburg Vantage Hwy

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 24-108

Firm/Organization Legal Name (do not use dba's): Ardurra Group, Inc.		
Address 5 N. Chelan Ave, Wenatchee, WA 98801	Federal Aid Number STBGUS-6900(011)	
UBI Number 605-014-501	Federal TIN or SSN Number	
Execution Date	Completion Date December 31, 2026	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Vantage Highway Shared Use Pathway		
Description of Work Install new sidewalk and pathway with curb/gutter and buffer strip on University Way and Vantage Hwy. from Alder St. to Vista Rd.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$309,840.01 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$309,840.01

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 24-108

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Ellensburg hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Derek Mayo, P.E.
Agency: City of Ellensburg
Address: 501 North Anderson Street
City: Ellensburg State: WA Zip: 98926
Email: mayod@ci.ellensburg.wa.us
Phone: 509 926-7230
Facsimile: N/A

If to CONSULTANT:

Name: Josh Fedora
Agency: Ardurra Group, Inc.
Address: 5 N Chelan Ave
City: Wenatchee State: WA Zip: 98801
Email: jfedora@ardurra.com
Phone: 509 860 2426
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: 24-108

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: 24-108

4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number: 24-108

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number: 24-108

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number: 24-108

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number: 24-108

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number: 24-108

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Derek Mayo, P.E.
Agency: City of Ellensburg
Address: 501 N Anderson Street
City: Ellensburg State: WA Zip: 98926
Email: mayod@ci.ellensburg.wa.us
Phone: 509 962-7230
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number: 24-108

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number: 24-108

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number: 24-108

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number: 24-108

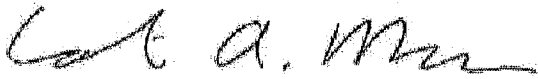
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

11/05/2025

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number: 24-108

Exhibit A Scope of Work

Project No.

Please See Attached Exhibit A, Scope of Work

Agreement Number: 24-108



Ardurra, Inc.
15. N Chelan Avenue
Wenatchee, WA 98801

Exhibit A
Supplemental Scope of Work
City of Ellensburg
Vantage Highway Shared Use Path
Ardurra Project No. 250361
September 24, 2025

Background and Introduction

Ardurra Group Inc. (Ardurra) has been selected as the prime consultant for the Vantage Highway Shared Use Path project for the City of Ellensburg. The project limits extend along Vantage Highway from North Alder Street to Vista Road. Project elements generally include widening to accommodate on street bike lanes, curb, gutter, ramps, and full-depth reclamation. The project includes federal funds administered through WSDOT Local Programs. Below is a detailed scope of work for the current list of services requested by the city:

Scope of Services

Task 1.0 Project Management

Ardurra will manage internal resources, invoicing, project delivery schedule, and project related coordination. Specific tasks include:

Consultant Responsibilities:

- **Task 1.1: General Project Coordination and Management:** Ardurra will provide general project coordination, scheduling of work, management of internal resources, and budget tracking.
- **Task 1.2: General Subconsultant Coordination:** Ardurra will provide general coordination, communication, scheduling of work, and meetings related specifically to subconsultants.
- **Task 1.3: Project Meetings:** Ardurra will prepare for, attend, and perform follow up tasks for meetings with the city.

- **Task 1.4: Invoicing, Progress Reports, and Contract Administration:** Ardurra will prepare, review, and finalize monthly invoices, progress reports, and perform general contract administration and labor tracking tasks.

Task Specific Assumptions:

- Project duration for is 8 months maximum, if project extends beyond 8 months additional project management scope will be negotiated as a supplement.

Deliverables:

- Meeting agendas/notes
- Monthly invoices and progress reports.

Task 2.0 Topographic Survey and Boundary Survey

Ardurra will perform a topographic and boundary survey to collect all survey data necessary to complete a base map for civil design team use. The length of the topographic survey area is approximately 2500 feet along Vantage Highway extending from Alder Street to the west and Vista Road to the east. The topographic survey will encompass the entire right of way width of including up to 5-10 feet beyond. To provide for project connections and other project activities, the topographic survey area will also extend up to 100 feet along the legs of street intersections.

The boundary survey will be conducted in a manner to delineate the road right of way and parcel boundary lines within the survey corridor. The survey effort will be performed as follows:

- **Task 2.1 Coordination:** Coordinate with the client to schedule and complete field work and survey deliverables as needed.
- **Task 2.2 Preparation, Research, and Locates:** Ardurra will prepare coordinate search points for field crew assistance in boundary reconnaissance. Ardurra will gather existing roadway plans, plats, records of survey, and deeds to assist in Right of Way and Boundary determination. Ardurra will make the 811 utility locate service calls along the project area and coordinate with the locators as needed. We will then field survey the marked utilities and incorporate them into the base map.
- **Task 2.3 Right of Way and Parcel Boundary Reconnaissance:** Ardurra will locate existing survey corner monuments and occupational features as necessary to determine the right of way lines and boundary lines of parcels.
- **Task 2.4 Boundary Analysis:** All field information and observations will be reduced, analyzed, and adjusted. The resultant information will be analyzed to determine existing roadway ROW lines and applicable property boundaries.

- **Task 2.5 Control Setup:** All horizontal control will be based on the North American Datum of 1983 (NAD 83) Washington Plane Coordinate System, North Zone and projected to the ground. All vertical control will be on the North American Vertical Datum of 1988 (NAVD 88). The horizontal coordinates and elevations will be primarily derived using static GPS. At least three (3) primary control points will be set using a 3/8-inch diameter rebar with a red plastic. Secondary control will be set where necessary. All primary control set will be a 3/8-inch diameter rebar and red plastic cap unless conditions or permissions do not allow. Every attempt will be made to set primary control points in an area that can be utilized during the construction phase of this project.
- **Task 2.6 Field Topographic Survey:** Ardurra will complete a topographic and site feature survey within the corridor described above. The topographic survey will be surveyed in a manner capable of creating 1-foot contours with spot elevations to 0.05-foot accuracy on hard surfaces and 0.20 accuracy on ground surfaces. Key features will be picked up to include, utility features, pavement, trees, sidewalks, structures, town ditch culverts, etc. Ardurra will also utilize a drone to produce an orthometric photo of the the entire survey corridor.
- **Task 2.7 Base Mapping:** A model survey base map in Civil 3D will be drafted to include all right of way and applicable property boundaries. The base map will also include all necessary topographic data.

Assumptions:

- This task is limited to developing a topographic basemap and identifying existing right of way and parcel boundaries. Survey work to support RW acquisition is not required for this project.
- All boundary corner monuments of record are still existing.
- Owners of neighboring parcels will be cooperative for entry onto their property and the city will help facilitate coordination with parcel owners if needed.
- There are not ambiguities within the existing parcel description or overlaps or gaps in the boundary lines of adjoining parcels.
- Indirect traffic control will not be needed.
- Title Reports are not required for right of way determination. If it is found a title report is required, it will be listed as a direct expense.

Deliverables:

- Topographic Survey and existing right-of-way model base map in CAD format.

Task 3.0 – Civil Design

Task 3.1 30% Design: Ardurra will develop 30% design level plans and construction cost estimate. The design will incorporate information and input gathered from the design concept, add an iteration of design detail, and provide 30% design plans and cost information suitable to serve as the basis of review, decision making, and to support development of the environmental process.

Consultant Responsibilities:

- **Task 3.1.1 General Coordination.** Ardurra will provide coordination with the city, utilities, property owners, and other stakeholders as needed.
- **Task 3.1.2 Plans (Draft).** Ardurra will develop CAD drawings that provides detailed project geometry and plan details corresponding to the design level of this subtask. This iteration will be for internal review.
- **Task 3.1.3 Cost Estimate.** Ardurra will produce a comprehensive list of bid items, a quantity calculation spreadsheet, and an up-to-date construction cost estimate corresponding to the design level of this subtask.
- **Task 3.1.4 QA/QC.** Ardurra will perform one iteration of comprehensive internal review and QA/QC before finalizing the submittal.
- **Task 3.1.5 Submit for Review.** Ardurra will review the plans and estimate, make iterative revisions as necessary, and submit a quality deliverable corresponding to the design level of this subtask.

Task Specific Assumptions:

- See general exclusions and assumptions below.

Deliverables:

- 30% Design Plans in pdf format.
- 30% Construction Cost Estimate in pdf format.

Task 3.2 90% Design: Ardurra will develop 90% design level plans, construction cost estimate, and specifications. The design will incorporate information and input gathered from the last submittal, add an iteration of design detail, and provide 90% design plans and cost information suitable to serve as the basis of review, decision making, and to support development of the environmental process.

Consultant Responsibilities:

- **Task 3.2.1 General Coordination.** Ardurra will provide coordination with the city, utilities, property owners, and other stakeholders as needed.
- **Task 3.2.2 Plans (Draft).** Ardurra will develop CAD drawings that provides detailed project geometry and plan details corresponding to the design level of this subtask. This iteration will be for internal review.
- **Task 3.2.3 Cost Estimate.** Ardurra will produce a comprehensive list of bid items, a quantity calculation spreadsheet, and an up-to-date construction cost estimate corresponding to the design level of this subtask.
- **Task 3.2.4 QA/QC.** Ardurra will perform one iteration of comprehensive internal review and QA/QC before finalizing the submittal.
- **Task 3.2.5 Contract and Spec Docs:** Ardurra will produce refine and update the special provisions and include a complete draft bid package for review.
- **Task 3.2.6 Submit for Review.** Ardurra will review the plans and estimate, make iterative revisions as necessary, and submit a quality deliverable corresponding to the design level of this subtask.

Task Specific Assumptions:

- See general exclusions and assumptions below.

Deliverables:

- 90% Design Plans in pdf format.
- 90% Construction Cost Estimate in pdf format.
- 90% Specifications Package in Word Doc. format.

Task 3.3 100% Design: Ardurra will develop 100% design level plans, construction cost estimate, and specifications. The design will incorporate information and input gathered from the last submittal, add an iteration of design detail, and provide 100% design plans and cost information suitable to serve as the basis of review, decision making, and to support development of the environmental process.

Consultant Responsibilities:

- **Task 3.3.1 General Coordination.** Ardurra will provide coordination with the city, utilities, property owners, and other stakeholders as needed.

- **Task 3.3.2 Plans (Draft).** Ardurra will develop CAD drawings that provides detailed project geometry and plan details corresponding to the design level of this subtask. This iteration will be for internal review.
- **Task 3.3.3 Cost Estimate.** Ardurra will produce a comprehensive list of bid items, a quantity calculation spreadsheet, and an up-to-date construction cost estimate corresponding to the design level of this subtask.
- **Task 3.3.4 QA/QC.** Ardurra will perform one iteration of comprehensive internal review and QA/QC before finalizing the submittal.
- **Task 3.3.5 Contract and Spec Docs:** Ardurra will produce refine and update the special provisions and include a complete draft bid package for review.
- **Task 3.3.6 Submit for Review.** Ardurra will review the plans and estimate, make iterative revisions as necessary, and submit a quality deliverable corresponding to the design level of this subtask.

Task Specific Assumptions:

- See general exclusions and assumptions below.

Deliverables:

- 100% Design Plans in pdf format.
- 100% Construction Cost Estimate in pdf format.
- 100% Specifications Package in Word Doc. format.

Task 3.4 Bid Documents: Ardurra will develop Bid Documents design level plans, construction cost estimate, and specifications. The design will incorporate information and input gathered from the last submittal, add an iteration of design detail, and provide Bid Documents ready for advertisement.

Consultant Responsibilities:

- **Task 3.4.1 General Coordination.** Ardurra will provide coordination with the city, utilities, property owners, and other stakeholders as needed.
- **Task 3.4.2 Plans (Draft).** Ardurra will develop CAD drawings that provides detailed project geometry and plan details corresponding to the design level of this subtask. This iteration will be for internal review.

- **Task 3.4.3 Cost Estimate.** Ardurra will produce a comprehensive list of bid items, a quantity calculation spreadsheet, and an up-to-date construction cost estimate corresponding to the design level of this subtask.
- **Task 3.4.4 QA/QC.** Ardurra will perform one iteration of comprehensive internal review and QA/QC before finalizing the submittal.
- **Task 3.4.5 Contract and Spec Docs:** Ardurra will produce refine and update the special provisions and include a complete draft bid package for review.
- **Task 3.4.6 Submit for Ad.** Ardurra will review the plans and estimate, make iterative revisions as necessary, and submit a quality deliverable corresponding to the design level of this subtask.

Task Specific Assumptions:

- See general exclusions and assumptions below.

Deliverables:

- 100% Design Plans in pdf format.
- 100% Construction Cost Estimate in pdf format.
- 100% Specifications Package in Word Doc. format.

Task 4.0 Environmental – NEPA CE

Ardurra will lead development of the NEPA CE documentation to support the environmental process. This scope of work assumes the project will receive a categorical exclusion and additional tasks not specifically identified below can be provided via a supplemental scope of work. Specific tasks for this scope of work include:

- **Task 4.1 APE & WSDOT Coordination:** Ardurra will develop an Area of Potential Effects document for submittal to WSDOT, incorporate comments, and send a final document for approval and consultation.
- **Task 4.1: WSDOT NEPA CE:** Ardurra will prepare a NEPA Categorical Exclusion (CE) document following the WSDOT CE form (revised 10/2022). The document shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required. Maps will be required for agency scoping and WSDOT coordination to determine the appropriate Project Study Area and Area of Potential Effects (APE) for the project. One (1) draft version of a CE will be submitted to the Owner and WSDOT for review. The Consultant will revise the CE in accordance with the comments from the Owner and WSDOT. A final version of the CE will be submitted to WSDOT for signature and approval.

- **Task 4.3: Cultural Resources – Ardurra Review/Coordination:** Ardurra will provide prime consultant review and coordination for the subconsultant provided cultural resources investigation and report.

Task Specific Assumptions:

- SEPA compliance will be addressed through the adoption of the NEPA CE for a SEPA determination of no significance in line with WAC 197-11-610(2).
- No EA or EIS NEPA processes are included. If WSDOT determines an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is the appropriate level of NEPA documentation, then a contract amendment will be required.
- No discipline specific studies, surveys, investigations, or reports are included other than those listed in the subtasks above. It is assumed that if a cultural resources survey is needed, it will be performed by a subconsultant under a separate scope of work as a supplement to this agreement.
- The NEPA CE will satisfy SEPA requirements and no separate SEPA doc. is included.
- See additional general exclusions and assumptions below.

Deliverables:

- APE Figure
- Draft NEPA CE
- Final NEPA CE

Task 5.0 WSDOT Bid Authorization Support

Ardurra will lead coordination with WSDOT for Division 1 specs, Lump Sum Traffic Control breakdowns and other tasks needed to facilitate successful CN Phase Authorization and permission to bid the project:

- **Task 5.1 Division 1 Spec Review:** Ardurra will coordinate with WSDOT at the 100% design iteration for review and approval of the Division 1 specs as well as authorization for Lump Sum Traffic Control bid items etc.
- **Task 5.2 Misc CN Authorization Assistance:** This task provides hours for miscellaneous WSDOT coordination necessary to get CN Phase Authorization and get the project out to ad.

Task Specific Assumptions:

- See general exclusions and assumptions below.

Deliverables:

- Division 1 Spec Review Submittal
- Lump Sum Traffic Control Item Submittal

Task 6.0 Bid Phase Support

Ardurra will address bidder questions, issue addendums if needed, and facilitate the bid review process.

Consultant Responsibilities:

- **Task 6.1 Respond to Bidder Questions & Addendums:** Ardurra will review and respond to bidder questions, document responses, and issue addendums as needed.
- **Task 6.2 Bid Opening:** Ardurra will attend the bid opening, and assist the city as needed.
- **Task 6.3 Bid Tabulation and Bid Review:** Ardurra review the bid packages, develop a bid tabulation, provide a recommendation for award letter to the city.
- **Task 6.4 Bid Award:** Ardurra will coordinate with WSDOT Local Programs for bid opening review and concurrence and develop a notice of award letter on behalf of the city.

Assumptions:

- See general assumptions and exclusions below.
- City will lead the bid opening.

Deliverables:

- Bid Tabulation
- Recommendation for Award Letter
- Notice of Award Letter

Task S1 – Storm Drainage Design

S1.1 30% Design

Osborn will complete the following tasks:

- Complete project management tasks, including contract setup, monthly status reports, and internal scheduling and staff coordination.
- Review existing documentation, GIS mapping, and survey related to stormwater design.

- Prepare for and attend one (1) virtual meeting to coordinate with City stormwater staff and/or the maintenance department regarding proposed drainage systems planned for the project.
- Prepare for and attend one (1) virtual coordination meetings with Prime and/or other subconsultants.
- Complete one (1) site visit to observe conditions at the site and collect visual observations to support storm drainage design.
- Review design standards in the SWMMEW and City standards to determine which portions of the project will require flow control and which portions may be exempt.
- Develop 30% Design sheets showing size and location for storm drainage improvements. Plans shall include up to six (6) engineering plan and profile sheets, which are expected to include the following.
 - Storm drainage plan sheets – 6 sheets
- Provide up to one (1) round of comments/redlines on the Prime's plan sheets for incorporating drainage design.
- Review bullet point summary and/or plan markup provided by the Prime of anticipated utility conflicts with the stormwater design that may require additional information.
- Develop and provide draft drainage memorandum documenting the 30% design.
- Attend one (1) comment review meeting with the City.

Assumptions:

- The Prime will provide AutoCAD reference files and PDF of plans.
- The 30% design will be plan view only, no profiles will be developed.
- The proposed drainage features are assumed to be swales with an overflow connection to the downstream existing stormwater infrastructure.
- Preliminary sizing for water quality and flow control facilities will be completed using AutoCAD Storm and Sanitary Analysis software with the Curve Number method.
- Conveyance analysis will be conducted with AutoCAD Storm and Sanitary Analysis.
- One (1) round of comments from the Prime and City is anticipated prior to the final Task S1.1 deliverables.

Deliverables:

- 30% design base file (CAD)
- 30% design plans – up to six (6) sheets (PDF)
- 30% opinion of cost for stormwater drainage items (PDF and Excel)
- Up to one (1) round of redlines/coordination on Prime's plan set
- 30% design comment response letter/email
- Draft of Drainage Memorandum (PDF)

S1.2 90% Design

Osborn will complete the following tasks:

- Complete project management tasks, including monthly status reports and internal scheduling and staff coordination.
- Update sizing calculations for the proposed water quality treatment facilities, flow control facilities, and inlet spacing.
- Develop 90% plan sheets. Plans shall include up to nine (9) engineering plan sheets, which are expected to include the following
 - Storm drainage plan and profile sheets – 6 sheets
 - Storm drainage detail sheets – 3 sheets
- Provide up to one (1) round of comments/redlines on the Prime's plan sheets for incorporating drainage design.
- Prepare for and attend one (1) virtual coordination meeting with Prime and/or other subconsultants.
- Review and provide comments for 90% opinion of cost for storm drainage items.
- Develop 90% opinion of cost for storm drainage items
- Develop 90% special provisions for storm drainage items for Division 7.
- Develop final draft of drainage memorandum.
- Attend one (1) comment review meeting with the City.

Assumptions:

- The Prime will provide AutoCAD reference files and PDF of plans.
- One (1) round of comments from the Prime and City is anticipated prior to the final Task S1.2 deliverables.

Deliverables:

- 90% drainage design files (AutoCAD)
- 90% drainage plans – up to nine (9) sheets (PDF)
- 90% opinion of cost for storm drainage items (PDF and Excel)
- 90% special provisions for storm drainage items in Division 7 (Word)
- Final draft of Drainage Memorandum (PDF)
- Up to one (1) round of redlines/coordination on Prime's plan set
- 90% design comment responses letter/email (PDF)

S1.3 100% Design

Osborn will complete the following tasks:

- Complete project management tasks, including monthly status reports and internal scheduling and staff coordination.
- Develop 100% plan sheets. See Subtask S1.2 for details.

- Prepare for and attend one (1) virtual coordination meeting with Prime and/or other subconsultants
- Develop 100% opinion of cost for storm drainage items.
- Develop 100% special provisions for storm drainage items.

Assumptions:

- Construction SWPPP will be developed by the Contractor, and the Contractor will be responsible to coordinate submittal and approval of the SWPPP with the City.
- The Prime will provide AutoCAD reference files and PDF of plans.

Deliverables:

- 100% drainage design base file (AutoCAD)
- 100% drainage plans – up to nine (9) sheets (PDF)
- 100% opinion of cost for storm drainage items (Excel and PDF)
- 100% special provisions for storm drainage items in Division 7 (Word)
- 100% design package comment responses (PDF)
- Up to one (1) round of redlines/coordination on Prime's plan set
- 100% design comment responses letter/email (PDF)

S1.4 Ad-Ready and Bid Support

Osborn will complete the following tasks:

- Complete project management tasks, including monthly status reports, internal scheduling and staff coordination, and project closeout.
- Develop ad-ready bid plans, special provisions, and estimate.
- Respond to bidder questions and provide clarifications
- Attend a pre-bid conference and site visit to answer questions or provide design clarification to potential bidders and subcontractors.

Assumptions:

- Up to two (2) RFI responses

Deliverables:

- Ad-ready bid plans and special provisions (AutoCAD and Word)
- Written response to contractor requests for information

Task S2 Lighting and Electrical (DBE)

Subconsultant will provide services related to street lighting design and pedestrian traffic signal design.

Consultant Responsibilities:

- **Task S2.1 Project Management and Administration:** Subconsultant will perform the necessary services to perform and control the various elements of the project so that the scope of work is delivered by the subconsultant. See subconsultant scope of work for specific subtasks.
- **Task S2.2 30% Design:** Subconsultant will provide illumination plans, quantities and estimate, quality control, 30% comment responses, 30% design review meeting attendance, and 30% field review/site visit per subconsultant scope of work.
- **Task S2.3 90% Design:** Subconsultant will provide illumination plans, voltage drop calculations, RRFB plans, quantities and estimate, special provisions, quality control, 90% comment responses, and 90% design review meeting attendance per subconsultant scope of work.
- **Task S2.4 100% Design:** Subconsultant will provide illumination plans, RRFB plans, quantities and estimate, special provisions, quality control, and contract bidding support per subconsultant scope of work.
- **Task S2.5 Bid Ready PS&E Design:** Subconsultant will provide illumination plans, voltage drop calculations, RRFB plans, quantities and estimate, special provisions, quality control, and contract bidding support per subconsultant scope of work.

Assumptions

- See general assumptions and exclusions below.
- See subconsultant assumptions and exclusions on the subconsultant scope of work

Deliverables:

- 30%-90%-100% PS&E Review
- Bid Ready PS&E Documents.

Task S3 Cultural Resources

Subconsultant will provide cultural resources inventory and reporting for the project area including reports and coordination with WSDOT LP.

Consultant Responsibilities:

- **Task S3.1 Literature Search:** Subconsultant will provide a literature search (via WISAARD) of relevant information on the history of the area. Subconsultant will also

search local archives and any available ethnohistorical documentation and data if available.

- **Task S3.2 Pedestrian Survey:** Subconsultant archaeologist will conduct a pedestrian survey of the proposed work area using 20 meter transects and inspect the surface for any evidence of historic use. The archaeologist will document, photograph, and evaluate all historic structures within the Project Area.
- **Task S3.3 Shovel Probes:** Subconsultant archaeologist may excavate 40 cm diameter shovel probes, if necessary, throughout the work area. The project has already been built out and the native ground surface completely removed. Any located artifacts and/or features will be cataloged, described, photographed, and returned to the corresponding shovel test. Shovel testing will be determined by lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, sensitivity, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface.
- **Task S3.4 Documentation:** Subconsultant archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and potential to qualify for the National Register of Historic Places.
- **Task S3.5 Project Report:** Subconsultant archaeologist will submit a draft and final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include NRHP evaluation discussions for Cultural Resources within the project area if applicable.

Assumptions:

- Site work will be scheduled along with geotechnical field work if possible.

Deliverables:

- Draft and Final Cultural Resources Report

Task S4 - Geotechnical Engineering

Subconsultant will provide geotechnical engineering recommendations for the project to support design of the stormwater infiltration elements, new sidewalks, and pavement section. The geotechnical engineering effort will be performed as follows:

Consultant Responsibilities:

- **Task S4.1: Site Research and Subsurface Investigation:** Review existing data in the project area to identify subsurface data gaps for further exploration. Work with City or email and phone to identify feasible test pit and infiltration test locations in project area. Observe and document approximately 4 to 5 test pit explorations and up to 2 Pilot Infiltration Tests (PITs) over the duration of up to about 3 days in the field. Conduct laboratory testing on selected soil samples to determine grain size analysis, cation exchange capacity and percent organic matter. Exploration results will be presented on written logs and locations shown on a map.
- **Task S4.2: Analysis and Reporting:** Present and analyze the results of Task 1 to produce geotechnical recommendations for:
 - On-site stormwater infiltration feasibility, design infiltration rate, and treatment potential of project area soils.
 - Luminaire pole foundation vertical and lateral bearing pressure parameters.
 - Subgrade and modulus values preparation for new sidewalks and pavement section.
 - Earthwork and dewatering considerations, re-use of onsite soils, and compaction criteria.

The items above will be presented in a draft geotechnical engineering report for design team and City review. The review comments will be addressed by revising the draft report to final report signed by a Professional Engineer in Washington State.

- **Task S4.3: Meetings, PSE Review, and Project Management:** A geotechnical engineer or their representative will attend up to 4 kickoff, coordination and/or design meetings with the team and City, and provide input the project plans and specifications.

Assumptions:

- The City will complete the utility locating process and secure all access/ROW agreements and permits at the exploration locations with assistance from the consultant team.
- The City will provide the exploration equipment and workforce anticipated to consist of excavator/backhoe, water source (hydrant with hose, or water truck), and traffic control signage/cones with operators and flaggers, as needed.
- The exploration work will take place of the duration of up to 3 days in the field.

- No environmental testing (such as testing for petroleum) in soil or water will be completed. If soil suspected to be impacted by contaminants (by smell or sight) are observed we will contact the City for further guidance.

Deliverables:

- Draft and Final Geotechnical Engineering Reports

Task 7.0 Construction Services

The Client may elect to retain the services of Ardurra to provide construction services, including but not limited to construction management, observation, inspection, and support. At the request of the Client, Ardurra will provide a supplemental scope of services for this work.

General Assumptions and Exclusions

The following are a list of assumptions that apply to this scope of work and services that are specifically excluded from this agreement, but may be added by written authorization of the Client:

Ardurra Design:

- **Exclusions and/or Additional Services**
 - Master Planning and/or Capital Improvement Planning.
 - Ordinance preparation.
 - 60% or any other review submittals not specifically identified in the list of deliverables.
 - Funding Applications
 - Environmental mitigation or cleanup.
 - Traffic control
 - Legal services.
 - Agency submittal fees, review fees or permit fees.
 - Client inspired changes or unforeseen changes arising due to regulatory decisions.
 - Any services, product or professional responsibility not specifically described above.

Ardurra Survey:

- **Assumptions:**
 - All boundary corner monuments of record are still existing.
 - Owners of neighboring parcels will be cooperative for entry onto their property.
 - Access to the property is readily available. No locked gates are present.

- There are not ambiguities within the existing parcel description or overlaps or gaps in the boundary lines of adjoining parcels, with the exception of those specifically stated in the scope of work.
- Indirect traffic control will not be needed.
- Title Reports and chains of title will be provided by the City of Ellensburg if needed.
- Additional surveying due to missing or disturbed corner monuments of record.
- Record of Survey and setting monuments for right of way or property corners.
- Monument preservation.
- Additional work required from denied access to adjacent properties.
- Costs to resolve boundary disputes, multiple corner monuments purporting to be the same property corner or ambiguities in documents of record.
- Court or deposition expert witness, testimony, or representation.
- Costs to assist in adjudication of boundary lines where required.
- Providing copies of research documents or project information gathered.
- Acquiring title reports.
- Marking and posting of the property lines between corner monuments.
- Anything not specifically described above.

Exhibit B

DBE Participation

Attached documents include FSBE Certification for CivTech Inc.

For informational purposes, DBE calculations are below:

Total PE Phase Funding: \$325,000

DBE Goal: 13%, or \$42,250.00 (DBE goal previously received by WSDOT on July 9, 2025 - pending FSBE goal designation)

DBE Participation: \$54,312.29 (Pending FSBE goal designation)

See Scope of Work/ Fee Estimates for more details.

Agreement Number: 24-108



Federal Service Desk Help During Temporary Government Shutdown

[Show Details](#)

Oct 9, 2025



See All Alerts

Revolutionary FAR Overhaul Impacts to SAM.gov

[Show Details](#)

Aug 15, 2025



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[Core Data](#)



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

CIVTECH INC.

Active Registration

Unique Entity ID

CAGE/NCAGE

Expiration Date

CLSBAMS5GKX7 5XDJ1

Aug 6, 2026

Physical Address

Mailing Address

10605 N Hayden RD STE 140

10605 N Hayden RD STE 140

Scottsdale, Arizona

Scottsdale, Arizona

85260-5595, United States

85260-5595, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

(blank)

Congressional District

Arizona 01

URL

<https://www.civtech.com/>

Division Number

(blank)

State/Country of Incorporation

Arizona, United States

Owner

CAGE

Legal Business Name

Immediate Owner

(blank) (blank)

Highest Level Owner

(blank) (blank)

Registration Dates

Activation Date

Aug 13, 2025

Submission Date

Aug 6, 2025

Initial Registration Date

Mar 9, 2010

Entity Dates

Entity Start Date

Jul 2, 2002

Fiscal Year End Close Date

Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

Socio-Economic Types

Self Certified Small Disadvantaged Business, Women-Owned Small Business, Women-Owned Business, DOT Certified DBE

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments

Debt Subject To Offset [?](#)

No

No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **5XDJ1**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Dawn D Cartier, President

Address

10605 N. Hayden RD., Suite 140

Scottsdale, Arizona 85260

United States

Government Business

Primary Point of Contact

Dawn D Cartier, President

Address

10605 N. Hayden RD., Suite 140
Scottsdale, Arizona 85260
United States

Past Performance

Primary Point of Contact

Dawn D Cartier, President

Address

10605 N. Hayden RD., Suite 140
Scottsdale, Arizona 85260
United States

Alternate Point of Contact

Alexandra Garner, Marketing Director

Address

10605 N Hayden RD., Suite 140
Scottsdale, Arizona 85260
United States



Feedback

Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#)

[Accessibility](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)



WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

Business & Contact Information

BUSINESS NAME	CivTech Inc.
OWNER	Ms. Dawn Cartier
ADDRESS	10605 N. Hayden Road, Suite 140 Scottsdale, AZ 85260 [map]
PHONE	480-659-4250
FAX	480-659-0566
EMAIL	dcartier@civtech.com
WEBSITE	http://www.civtech.com
COUNTY	Maricopa (AZ)

Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Civil engineering services; Engineering consulting services; Engineering design services; Engineering services.

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering consulting services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services

Additional Information

SBE CERTIFICATION	Yes
UBI #	604863641
CERTIFICATION NUMBER	D2F0027830

This profile was generated on 9/15/2025

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Please see Scope of Work

B. Roadway Design Files

Please see Scope of Work

C. Computer Aided Drafting Files

Please see Scope of Work

Agreement Number: 24-108

D. Specify the Agency's Right to Review Product with the Consultant

Please see Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

Please see Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

Please see Scope of Work

Agreement Number: 24-108

II. Any Other Electronic Files to Be Provided

Please see Scope of Work

III. Methods to Electronically Exchange Data

Please see Scope of Work

A. Agency Software Suite

Please see Scope of Work

B. Electronic Messaging System

Please see Scope of Work

C. File Transfers Format

Please see Scope of Work

Exhibit D

Prime Consultant Cost Computations

Please See Exhibit D, Attached

- Ardurra Fee Estimate
- Ardurra WSDOT Overhead Rate Letter
- Ardurra Billing Rate Sheet

Agreement Number: 24-108

Exhibit D
Project Budget
City of Ellensburg
Vantage Highway Shared Use Path
Ardurra Project No 250361
Hour and Fee Estimate
October 13, 2025

ITEM NO.	DESCRIPTION OF WORK	Total Hours by Task	Principal in Charge	Project Manager	Project Engineer	CAD Tech. III	Survey Manager	Survey Technician	Env. Services Manager	Env. Services Project Manager	Project Accountant	Total Prime Consultant Labor Cost Computation by Task
	Anticipated Staff Member		Vince Barthels	Josh Pedora	Alex Jondal	Trevor Ortiz	Brian McCluer	Jason Penner	Vince Barthels	Shane Slate	Hilary Salvesen	
	Direct Salary Rate		\$ 84.13	\$ 76.75	\$ 52.18	\$ 35.00	\$ 53.51	\$ 30.91	\$ 84.13	\$ 64.44	\$ 28.85	
1	Project Management/Administration/Coordination											
1.1	General Project Coordination & Management	15	3	7	5							\$1,050.54
1.2	General Subconsultant Coordination	10		5	5							\$644.65
1.3	Project Management Meetings	5		5								\$383.75
1.4	Invoicing, Progress Reports, and Contract Administration	10		5							5	\$528.00
	Task Total	40	3	22	10	0	0	0	0	0	5	\$2,606.94
2	Survey											
2.1	Supplemental Topo, Boundary, & Basemapping											
2.1.1	Coordination	14					8	6				\$613.54
2.1.2	Research, Preparation, & Locates	30					20	10				\$1,379.30
2.1.3	Right of Way and Boundary Reconnaissance	30						30				\$927.30
2.1.4	Boundary Analysis	25					25					\$1,337.75
2.1.5	Control Setup	14					4	10				\$523.14
2.1.6	Field Topographic Survey	70						70				\$2,163.70
2.1.7	Base Mapping	65					65					\$3,478.15
2.1.8	Map QC & Submittal	12					2	10				\$416.12
	Subtask Total	260	0	0	0	0	124	136	0	0	0	\$10,839.00
3	Civil Design											
3.1	30% Design											
3.1.1	General Coordination	20		10	10							\$1,289.30
3.1.2	Plans (Draft)	75		15	40	20						\$3,938.45
3.1.3	Cost Estimate	25		10	15							\$1,550.20
3.1.4	QA/QC	20		10	10							\$1,289.30
3.1.5	Submit for Review	10		5	5							\$644.65
	Subtask Total	150	0	50	80	20	0	0	0	0	0	\$8,711.90
3.2	90% Design											
3.2.1	General Coordination	20		10	10							\$1,289.30
3.2.2	Plans (Draft)	65		15	40	10						\$3,988.45
3.2.3	Cost Estimate	25		10	15							\$1,550.20
3.2.4	QA/QC	20		10	10							\$1,289.30
3.2.5	Contract and Spec Docs	30		15	15							\$1,933.95
3.2.6	Submit for Review	10		5	5							\$644.65
	Subtask Total	170	0	65	95	10	0	0	0	0	0	\$10,295.85
3.3	100% Design											
3.3.1	General Coordination	10		5	5							\$644.65
3.3.2	Plans (Draft)	35		10	20	5						\$1,986.10
3.3.3	Cost Estimate	15		5	10							\$905.55
3.3.4	QA/QC	10		5	5							\$644.65
3.3.5	Contract and Spec Docs	15		10	5							\$1,028.40
3.3.6	Submit for Review	10		5	5							\$644.65
	Subtask Total	95	0	40	50	5	0	0	0	0	0	\$5,854.00
3.4	Bid Documents											
3.4.1	General Coordination	10		5	5							\$644.65
3.4.2	Plans (Draft)	20		5	10	5						\$1,080.55
3.4.3	Cost Estimate	10		5	5							\$644.65
3.4.4	QA/QC	10		5	5							\$644.65
3.4.5	Contract and Spec Docs	10		5	5							\$644.65
3.4.6	Submit for Ad	10		5	5							\$644.65
	Subtask Total	70	0	30	35	5	0	0	0	0	0	\$4,303.80
	Task Total	485	0	185	260	40	0	0	0	0	0	\$29,165.55
4	Environmental											
4.1	APR & WSDOT Coordination	15		5					5	5		\$1,126.60
4.2	WSDOT NEPA CE	20			5				5	10		\$1,325.95
4.3	Cultural Resources - Ardurra Review Coordination	15		5	5					5		\$966.85
	Task Total	50	0	10	10	0	0	0	10	20	0	\$3,419.40
5	WSDOT Bid Authorization Support											
5.1	Division 1 Spec Review	10		5	5							\$644.65
5.2	CN Authorization Assistance	10		5	5							\$644.65
	Task Total	20	0	10	10	0	0	0	0	0	0	\$1,289.30
6	Bid Phase Support											
6.1	Bidder Questions and Addenda	5		2	3							\$310.04
6.2	Bid Opening	0		0								\$0.00
6.3	Bid Tabulations and Bid Review	5		5								\$383.75
6.4	Bid Award	5		5								\$383.75
	Task Total	15	0	12	3	0	0	0	0	0	0	\$1,077.54
7	Construction Support											
7.1	To Be Scoped as a Supplemental Agreement	0										\$0.00
	Task Total	0	0	0	0	0	0	0	0	0	0	\$0.00

Exhibit D
Project Budget
City of Ellensburg
Vantage Highway Shared Use Path
Ardurra Project No 250361
Hour and Fee Estimate
October 13, 2025

ITEM NO.	DESCRIPTION OF WORK	Total Hours by Task	Principal in Charge	Project Manager	Project Engineer	CAD Tech. III	Survey Manager	Survey Technician	Env. Services Manager	Env. Services Project Manager	Project Accountant	Total Prime Consultant Labor Cost Computation by Task
	Anticipated Staff Member		Vince Barhels	Josh Fedora	Alex Jondal	Trevor Ortiz	Brian McCluer	Jason Penner	Vince Barhels	Shane Slate	Hillary Salvesen	
	Direct Salary Rate		\$ 84.13	\$ 76.75	\$ 52.18	\$ 35.00	\$ 53.51	\$ 30.91	\$ 84.13	\$ 64.44	\$ 28.85	
S1	Stormwater (Osborn Consultants, Inc.)											
	See Subconsultants											
	Task Total	0										\$0.00
S2	Lighting and Electrical (CivTech, Inc.)											
	See Subconsultants											
	Task Total	0										\$0.00
S3	Cultural Resources (RLR Cultural Resources, LLC)											
	See Subconsultants											
	Task Total	0										\$0.00
S4	Geotechnical (Geosyntec Consultants, Inc.)											
	See Subconsultants											
	Task Total	0										\$0.00
	TOTAL OF ESTIMATED HOURS & FEE (PRIME)	870	3	239	293	40	124	136	10	20	5	\$ 48,397.73
Direct Labor Costs												\$48,397.73
ICR Overhead @ 168.39%												\$81,496.94
Fixed Fee @ 30%												\$14,519.32
Total Ardurra Group Fee (DL+OH+Fixed Fee)												\$144,413.99
Subconsultants												
Stormwater - Osborn Consultants, Inc.												\$ 77,681.00
Lighting and Electrical - CivTech, Inc. (DBE)												\$ 54,316.90
Cultural Resources - RLR Cultural Resources, LLC												\$ 9,654.00
Geotechnical - Geosyntec Consultants, Inc.												\$ 21,392.12
Subtotal												\$ 163,044.02
Administrative Charge												\$ -
Total Subconsultant Expense												\$ 163,044.02
Reimbursable Direct Non-Salary Costs												
Design & PM Mileage: 5 trips @140 mile RT @ \$0.70/mi												\$ 490.00
Survey Mileage: 3 trips @ 300 miles/ trip= 1800 miles @ \$0.70/mile												\$ 756.00
Survey Per Diem 4 days @ \$68/day 4 days @ \$51/day												\$ 476.00
Survey Hotel 6 nights @ \$110/night												\$ 660.00
												\$ -
												\$ -
Total Reimbursible Expense												\$ 2,382.00
Budget Summary												
Subtotal Estimated Budget (Total Ardurra Group Fee + Total Subconsultant Expense + Total Reimbursible Expense)												\$309,840.01
Management Reserve												\$ -
Total Estimated Project Budget												\$ 309,840.01



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 13, 2025

Ardurra Group, Inc
1144 South Silverstone Way, Suite 320
Meridian, Idaho, 83642

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Edward Savre:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT) as follows:

- Home Office: 168.39% of direct labor (rate includes 0.45% Facilities Capital Cost of Money)
- Field Office: 97.80% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultanrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
Schatzie Harvey (May 13, 2025 13:44 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

2025 Certified Payroll Rates

Ardurra - NW Region

Last Name	First Name	Title	Certified Rate
Acevedo	Sarah	LANDSCAPE ARCHITECT	34.05
Adams	Frisco	STAFF ENGINEER	35.96
Anderson	Ariana	STAFF ENGINEER	33.32
Aparicio	Christian	STAFF SURVEYOR	33.62
Bacon (Kehres)	Jessica	STAFF ENGINEER	44.24
Bailey	Falicia	AVIATION MARKETING LEAD	49.17
Barnes	Terri	PROJECT COORDINATOR	43.46
Barthels	Vince	CLIENT SERVICES MANAGER	80.29
Baxter	Kelton	STAFF ENGINEER	34.20
Baxter	Kendrick	STAFF ENGINEER	37.00
Baxter	Owen	STAFF ENGINEER	36.70
Beauvais	William	SURVEY TECHNICIAN	36.62
Beckwith	Asahel	SURVEY TECHNICIAN	44.32
Bissell	Kevin	CLIENT SERVICES MANAGER	155.00
Blakney	Doug	CONSTRUCTION MANAGER	52.10
Blue	Tyler	PE/PROJECT ENGINEER	52.89
Bolton	Scott	PROJECT MANAGER	73.24
Bond	Laura	PROJECT ENGINEER	60.94
Booker	Taylor	STAFF ENGINEER	35.65
Bunn	Colton	STAFF ENGINEER	38.00
Buob	Aaron	CLIENT SERVICES MANAGER	82.31
Cardona	Andres	SENIOR PROJECT MANAGER	98.56
Carpenter	John	REGIONAL CLIENT MANAGER	88.37
Casanas	Brandon	STAFF ENGINEER	38.87
Clarkson	Brian	GEOSPATIAL MANAGER	63.69
Colwell	Patrick	OPERATIONS DIRECTOR, NORTHWEST	100.34
Cox	Rebecca	PROJECT COORDINATOR	30.29
Criswell	Patrick	STAFF ENGINEER	54.21
Cuvala	Nathan	CLIENT SERVICES MANAGER	89.14
Dall III	Alton	CLIENT SERVICES MANAGER	80.75
DeChambeau	Katherine	STAFF ENGINEER	42.00
Dekker	Griffin	SURVEY TECHNICIAN	43.30
Deo	Aashish	BRIDGE ENGINEER	35.48
Derzay	Tyler	STAFF ENGINEER	40.75
Deyo	Brent	PROJECT ENGINEER	62.81
Dieziger	Creg	CADD MANAGER	59.79
Driever	Morgan	PROJECT MANAGER	64.57
Eoff	Taylor	STAFF ENGINEER	37.23
Esvelt-Slegford	Corrina	PROJECT MANAGER	66.75
Farmer	Brett	PROF. LAND SURVEYOR	58.66
Farrell	Brandon	PROJECT ENGINEER	54.77
Fedora	Josh	WENATCHEE OFFICE MANAGER	76.75

2025 Certified Payroll Rates

Ardurra - NW Region

Last Name	First Name	Title	Certified Rate
Figgins	Kendra	STAFF ENGINEER	33.31
Fisch	Timothy	CADD TECH VI	38.44
Filthen	Eva	MARKETING MANAGER	64.63
Folts	Rebecca	PROJECT MANAGER	51.24
Frisbie	Steven	REGIONAL CLIENT MANAGER	76.87
Frostad	Lawrence	PROJECT MANAGER	63.81
Fuller	Tevrin	PLANNER	36.06
Gehring	Grant	STAFF ENGINEER	41.39
Gelbel	Joseph	STAFF ENGINEER	36.92
Gladden	Brenda	PLANNER	30.00
Gould	Molly	PROJECT MANAGER	43.94
Greenhalgh	Cristan	PROJECT ACCOUNTANT	31.04
Grichuhin	Grant	STAFF ENGINEER	35.53
Haakenson	Eric	STAFF ENGINEER	38.91
Haas	Kirk	STAFF ENGINEER	45.16
Hackett	Jordan	SURVEY TECHNICIAN	30.75
Hankerd (Villanueva)	Melanie	STAFF ENGINEER	46.01
Hansen	Conner	CONSTRUCTION MANAGER	33.32
Hargrave	Jace	PROJECT ACCOUNTANT	30.79
Harral	Bruce	CLIENT SERVICES MANAGER	72.32
Hebert	Todd	PROJECT COORDINATOR	28.41
Hsu	Ting-Hsuan	INTERN	20.00
Huffman	Mason	STAFF ENGINEER	43.78
Hug	Nicholas	SURVEY TECHNICIAN	34.29
Ireland	Toby	CADD MANAGER	42.24
Ivanoff	Lucas	STAFF ENGINEER	35.00
Jondal	Alexander	PROJECT ENGINEER	52.18
Jones	Kylee	PROJECT MANAGER	66.15
Jones	Margaret	AIRPORT PLANNER	57.73
Josifek	Isaac	PROJECT MANAGER	52.13
Klme	Catherine	STAFF ENGINEER	35.44
Kolb	Meghann	STAFF ENGINEER	44.24
Krabbe	Stephanie	SENIOR PROJECT MANAGER	68.51
Krueger	Jessica	AVIATION PLANNER	46.52
Kuhl	William	CONSTRUCTION ENGINEER	37.50
Langan	Riley	STAFF ENGINEER	42.55
Leck	Nicolette	MARKETING COORDINATOR	39.23
Lee	Isabella	INTERN	20.00
Leenders	Cory	STAFF ENGINEER	41.08
Lemke	Catherine	STAFF ENGINEER	42.91
Lindquist	Caleb	PROJECT ENGINEER	49.68
Litallen	Joanna	STAFF ENGINEER	42.55

2025 Certified Payroll Rates

Ardurra - NW Region

Last Name	First Name	Title	Certified Rate
Loos	Anthony	PROJECT ENGINEER	51.95
Lucas	Michael	STAFF ENGINEER	40.65
Lucia	Paul	PROJECT ENGINEER	50.29
Lyle	Jerry	STAFF ENGINEER	49.32
Magee	Zachary	SURVEY TECHNICIAN	34.20
Maiman	Peter	AVIATION PLANNING MANAGER	82.15
Mair	Tabatha	PROJECT ACCOUNTANT	31.80
Malin	Matthew	PROJECT ENGINEER	51.98
Markovich	Michael	SURVEY PARTY CHIEF	33.65
Martin	Bryan	REGIONAL CLIENT MANAGER	78.86
Martin	Lisa	ACCOUNTING SUPERVISOR	41.42
Martinez	Nicolas	GIS ANALYST I	34.62
Mattmiller	Carrie	MARKETING COORDINATOR	32.21
McAlister	Jeremy	CLIENT SERVICES MANAGER	82.68
McCluer	Brian	SURVEY MANAGER	53.51
McCoy-Dixon	Sharon	AVIATION ELECTRICAL ENGINEER III	39.42
McDonald	Matt	PROJECT MANAGER	56.99
McDonald	Michelle	PROJECT ENGINEER	57.29
McNamara	Grant	PROJECT ENGINEER	33.51
McNee	Scott	CLIENT SERVICES MANAGER	70.47
Meurlott	Eric	PROJECT SURVEYOR	56.53
Miller	Loren	STAFF ENGINEER	39.53
Mitchell	David	AVIATION SERVICES MANAGER, NORTHWEST	160.00
Mizer	MacJames	STAFF ENGINEER	38.22
Mondor	Adam	ENVIRONMENTAL PLANNER	37.50
Moore	Cynthia	SR. MARKETING COORDINATOR	45.67
Moran	Colin	TRANSPORTATION SERVICES DIRECTOR, NORTHWEST	120.19
Morris	Joshua	CLIENT SERVICES MANAGER	66.85
Murphy	Conor	PROJECT ENGINEER	49.83
Muscio	Justin	SURVEY PARTY CHIEF	32.00
Neff (Clawson)	Brittany	GIS ANALYST II	39.81
Nelson	Austin	STAFF SURVEYOR	33.80
Nelson	Zach	AVIATION PLANNING DIRECTOR, SOUTHERN REGION	107.88
Neubauer	Dillon	SURVEY TECHNICIAN	43.75
Norton	Jared	AVIATION SERVICES MANAGER, NORTHWEST	90.00
Norvell	James	AVIATION SERVICES DIRECTOR	109.06
Nuttman	Alex	PE/PROJECT ENGINEER	49.03
Obermayer	Dusty	SURVEY MANAGER	71.50
Obermayer	Nicholas	SURVEY TECHNICIAN	31.65
Olivares	Luis	FLORIDA AVIATION SERVICES DIRECTOR	113.09
OMalley	Robert	SURVEY MANAGER	71.39
Orr	Sally	OPERATIONS ADMINISTRATOR	28.90

2025 Certified Payroll Rates

Ardurra - NW Region

Last Name	First Name	Title	Certified Rate
Ostler	Dustin	PROJECT ENGINEER	50.24
Patton	Richard	AVIATION PLANNER	155.00
Pays	Amelia	PROJECT COORDINATOR	32.94
Penner	Jason	SURVEY TECHNICIAN	30.91
Peri	Ryan	STAFF ENGINEER	38.12
Pitcher	Justin	STAFF ENGINEER	36.78
Poe	Andrew	PROJECT MANAGER	66.62
Primeau	Joseph	STAFF ENGINEER	36.95
Provar	Luke	STAFF ENGINEER	43.06
Puddy	Mark	LANDSCAPE ARCHITECT	52.89
Rankin	William	STAFF ENGINEER	40.42
Reller	Wayne	AVIATION PLANNER	66.11
Reyes	Justin	STAFF ENGINEER	46.13
Reymann	Michael	PROF. LAND SURVEYOR	53.00
Richter	William	STAFF ENGINEER	41.81
Robar	Kevin	PROJECT SURVEYOR	56.47
Roberts	Josephine	PROJECT ENGINEER II	45.34
Rogers	Trent	STAFF ENGINEER	45.36
Ronhaar	Collin	PROJECT ENGINEER	52.00
Rosenthal	Shane	STAFF ENGINEER	32.69
Ross	Maddie	GIS ANALYST II	38.42
Rowley	Carson	PROJECT MANAGER	59.41
Rulz	Nicholas	SURVEY TECHNICIAN	35.40
Russell	William	REGIONAL DIRECTOR, NORTHWEST	122.42
Salvesen	Hillary	PROJECT ACCOUNTANT	28.85
Savre	Edward	FINANCE MANAGER	68.53
Schuebel	Kent	CADD DESIGNER	29.77
Seller	Haley	PROJECT ENGINEER	48.41
Sleben	Julie	OFFICE ADMINISTRATOR	24.52
Slate	Shane	PROJECT MANAGER	64.44
Smith	Martin	STAFF ENGINEER	47.11
Snyder	Jaime	PROJECT MANAGER	61.44
Soukup	James	PROJECT DIRECTOR	115.39
Spjers	Michael	STAFF ENGINEER	45.94
Spomer	Dustin	AVIATION SERVICES DEPUTY DIRECTOR	98.32
Staples	Ishmael	STAFF ENGINEER	33.32
Sterling	David	CIVIL SERVICES MANAGER	86.43
Storm	Robert	CADD TECH I	29.00
Story	Sierra	ADMINISTRATIVE ASSISTANT	21.00
Stowe	Logan	STAFF ENGINEER	43.17
Strough	Carlton	ENVIRONMENTAL PLANNER	38.85
Super	Joshua	SURVEY TECHNICIAN	33.72

2025 Certified Payroll Rates

Ardurra - NW Region

Last Name	First Name	Title	Certified Rate
Szobonya	Pete	PROJECT MANAGER	72.30
Taylor	Amanda	LANDSCAPE ARCHITECT	40.15
Thompson	Zachary	MUNICIPAL SERVICES MANAGER	80.37
Thurgood	Rhen	PROJECT ENGINEER	59.02
Traina	Curt	PROF. LAND SURVEYOR	56.95
Tremelling	Linda	OPERATIONS ADMINISTRATOR	25.44
Trovillion	Emma	OPERATIONS ADMINISTRATOR	26.20
Van Atta	David	NW BRIDGE SERVICES MANAGER	71.35
Vanmetre	Susan	PROJECT BILLER	28.64
Waite	Patrick	ENVIRONMENTAL PLANNER	39.25
Ward	Hanna	STAFF ENGINEER	36.93
Washburn	William	SENIOR AVIATION PROJECT MANAGER	115.39
Weber	Shelby	PROJECT ACCOUNTANT III	42.58
Werbellow	Wesley	CLIENT SERVICES MANAGER	73.59
White	Bill	CLIENT SERVICES MANAGER	74.19
Williams	Brandon	IT TECHNICIAN	37.85
Winslow	Kristie	TECHNICAL WRITER	41.03
Wise	Beverly	HR BUSINESS PARTNER	49.67
Wise	Clint	SENIOR AVIATION PROJECT MANAGER	87.72
Yzaguirre	Rebecca	LAND USE PLANNER	39.62
Zacarias	Jonathan	PROJECT MANAGER	60.89
Zobott	Hattie	CLIENT SERVICES MANAGER	69.52



Signature

January 1, 2025

Date

Edward Savre

Name

NW Finance Manager

Title

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Subconsultant - Osborn Consulting

- Fee Estimate / Cost Computations
- WSDOT Overhead Rate Letter

Subconsultant - Civ Tech, Inc. (DBE)

- Fee Estimate / Cost Computations
- WSDOT Overhead Rate Letter

Subconsultant - RLR Cultural Resources LLC

- Fee Estimate
- Hourly Rate Cost Computation
- WSDOT Safe Harbor Rates Letter

Subconsultant - Geosyntec Consultants, Inc.)

- Fee Estimate / Cost Computations
- WSDOT Overhead Rate Letter

Agreement Number: 24-108

Exhibit B - Fee Estimate

Osborn Consulting, Inc. - Vantage Hwy Improvements

Osborn Consulting															
Project Tasks	Approved Overhead Rate (166.02%)	PIC	Sr QC	Project Manager	Engineer IV	Engineer II	Sr Civil Tech	Design Tech II	Tech Editor	Sr Admin	Hours	Expenses ¹	Mileage ¹	Fee	
		\$162	\$146	\$134	\$91	\$68	\$106	\$63	\$68	\$67					
		Hours Estimate												\$0.700	
Task XX - Storm Drainage Design															
XX.2 90% Design		2	8	20	52	79	2	80	4	1	228			\$33,278	
XX.3 100% Design & Ad-Ready Bid Package		0	0	8	13	9	1	16	2	1	50			\$7,476	
XX.4 Ad-Ready Bid Package & Bid Support		1	0	4	8	12	0	8	0	1	34			\$5,030	
Total Hours		4	14	45	137	192	5	120	9	5	531	\$	\$ 245.00		
1. A mark-up of 5% is applied to Osborn's expenses and mileage for site visits.															
												DIRECT LABOR COST	\$ 26,155		
												OVERHEAD (166.02%)	\$ 43,423		
												FEE (30.00%)	\$ 7,847		
												EXPENSES	\$ 257		
												TOTAL FEE ESTIMATE	\$ 77,681		



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 1, 2025

Osborn Consulting, Inc.
1800 112th Avenue NE, Suite 220E
Bellevue, WA 98004

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Megan Isaacks:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 166.02% of direct labor (rate includes 0.16% Facilities Cost of Capital) based on the "Independent CPA Report" prepared by DL Purvine, CPA, PLLC's. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Aug 4, 2025 10:35:51 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: ah

**Derivation of Cost Proposal Summary - Updated
Ellensburg - Vantage Road Shared Use Path**

Contract No.: -
Firm Name: CivTech
Description: Ellensburg - Vantage Road Shared Use Path
Project No.: -

New Contract: Y
 Contract Mod.: -
 Task order: -

Compensation Type: T&M NTE

Rate Table

Classification		Staff Name	Classification	Rate	Quantity	Total
Project Principal		Dawn Cartier			0.0	\$ -
Senior Project Manager		Sean Messner		\$ 94.15	80.50	\$ 7,579.08
Senior Transportation Engineer		Larry Weile		\$ 96.76	16.5	\$ 1,596.54
Senior Traffic Engineer		Ben Good		\$ 69.71	70.5	\$ 4,914.56
Traffic Engineer (Eng 3)		Ankit Jhamb		\$ 48.32	31.0	\$ 1,497.92
Engineer 2		Andrew Ferreira		\$ 41.47	0.0	\$ -
Administrative		Rosa Torraca		\$ 50.10	8.0	\$ 400.80

Sub Total (Raw Labor)

206.5 **\$ 15,988.89**

WSDOT ICR Rate 207.54%
 Fixed Fee 30.00%

\$ 33,183.34
 \$ 4,796.67

Total CivTech Labor Cost

\$ 53,968.90

Other Direct Expenses:

Mileage (personal vehicle only)
 Meals
 Reproduction (outside)

Quantity	Total
-	\$280.00
-	\$68
-	\$0.00

Sub Total \$ 348.00

Subconsultants/Vendors

Sub Total \$0.00

TOTAL T&M ESTIMATE \$ 54,316.90



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 30, 2025

CivTech, Inc
10605 North Hayden Road, Suite 140
Scottsdale, Arizona 85260

Subject: Acceptance FYE 2024 ICR – Audit Office Review

Dear Dawn Cartier:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2024 Indirect Cost Rate (ICR) of 207.54% of direct labor (rate includes 0.50% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Jul 30, 2025 09:30:49 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114 W 4th Ave, Suite 307, Ellensburg, WA 98926 Phone (509) 952-5130,
chris@rlrcultural.com

Projected NTE Costs:

Ardurra- Ellensburg - Vantage mixed use path

Task/Personnel

Function

Rate/hr.

Hours

Total

Project Management/Coordination(OFFICE)

Title

Rate

Hours

Total

Project Director

\$175.00

6

\$1,050

Principal

Investigator

\$160.00

4

\$640

Total

\$1,690

Archival Research(OFFICE)

Staff Archaeologist

\$102.50

12

\$1,230

Total

\$1,230

Fieldwork(FIELD)

Staff Archaeologist

\$90.20

16

\$1,443

Arch Tech

\$68.20

16

\$1,091

Total

\$2,534

Report Preparation (OFFICE)

Principal

Investigator

Staff Archaeologist

\$160.00

\$102.50

16

16

\$2,560

\$1,640

Total

\$4,200

TOTAL

LABOR

\$9,654

Expenses

Total

\$0

Total Estimated Cost-Cultural Resources

\$9,654

Date 10/14/25

FIELD

Company Name:	RLR Cultural Resources LLC
Address:	114 W 4th Ave, Suite 307
City/ State/ Zip	Ellensburg, WA 98926

Proposed ICR	Proposed Fixed Fee
0.9	0.3

Subject: Proposed Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

RLR Cultural Resources LLC certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

RLR Cultural Resources LLC also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate	Add Row
Principal Archaeologist	\$64.00	\$57.60	\$19.20	\$140.80	Delete Row
Staff Archaeologist	\$41.00	\$36.90	\$12.30	\$90.20	
Arch. Technician	\$31.00	\$27.90	\$9.30	\$68.20	
Historian	\$50.00	\$45.00	\$15.00	\$110.00	
Project Director	\$70.00	\$63.00	\$21.00	\$154.00	

Respectfully,

Signature

Christopher Landreau Digitally signed by Christopher Landreau
Date: 2025.10.14 15:56:56 -07'00'

Title

Director

Date 10/14/25

OFFICE

Company Name: RLR Cultural Resources LLC

Address: 114 W 4th Ave, Suite 307

City/ State/ Zip Ellensburg, WA 98926

Proposed ICR

Proposed
Fixed Fee

1.2

0.3

Subject: Proposed Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

RLR Cultural Resources LLC certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

RLR Cultural Resources LLC also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate
Principal Archaeologist	\$64.00	\$76.80	\$19.20	\$160.00
Staff Archaeologist	\$41.00	\$49.20	\$12.30	\$102.50
Arch. Technician	\$31.00	\$37.20	\$9.30	\$77.50
Historian	\$50.00	\$60.00	\$15.00	\$125.00
Director	\$70.00	\$84.00	\$21.00	\$175.00

Add Row

Delete Row

Respectfully,

Signature

Christopher Landreau Digitally signed by Christopher Landreau
Date: 2025.10.14 15:55:37 -07'00'

Title

Director



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 2, 2025

Christopher Landreau, CEO
RLR Cultural Resources, LLC
114 W 4th AVE STE 307
Ellensburg, WA 98926-3128

Re: RLR Cultural Resources, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Cristopher:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for RLR Cultural Resources, LLC in July 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. RLR Cultural Resources opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for RLR Cultural Resources.

RLR Cultural Resources agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2027. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

September 18, 2025

Budget Summary



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 22, 2025

Geosyntec Consultants, Inc
777 Yamato Road, Ste. 600
Boca Raton, Florida 33431

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Anastasia Bystrov:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 212.62% of direct labor based on the "Independent CPA Report" prepared by Grant Thornton. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Jul 22, 2025 12:01 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Ellensburg
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 24-108

Exhibit G-1(a) Certification of Consultant

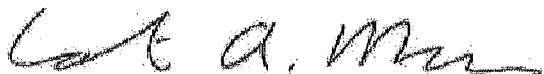
I hereby certify that I am the and duly authorized representative of the firm of
Ardurra Group, Inc.
whose address is
15 N Chelan Ave, Wenatchee, WA 98801
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Ellensburg
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Ardurra Group, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/05/2025

Date

Agreement Number: 24-108

Exhibit G-1(b) Certification of City of Ellensburg

I hereby certify that I am the:

☒ Certified Authority

☐ Other

of the City of Ellensburg, and Ardurra Group, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

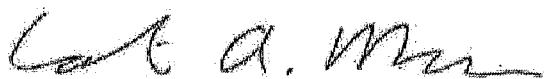
Agreement Number: 24-108

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ardurra Group, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/05/2025

Date

Agreement Number: 24-108

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

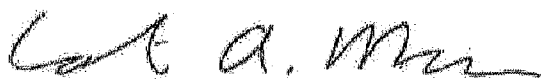
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Ardurra Group, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/05/2025

Date

Agreement Number: 24-108

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Vantage Highway Shared Use Pathway * are accurate, complete, and current as of September 2024 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Ardurra Group, Inc.



Signature

Transportation Practice Director, NW

Title

Date of Execution***: 11/05/2025

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 24-108

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 24-108

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 24-108

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 24-108

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance - Bid Call 2024-16 Tree Trimming
Contract Utility Electrical Distribution System

Submitted by: Dan Davis, Engineering Tech

Department: Energy Services

Suggested Motion/Action:

Staff recommends City Council accept Bid Call 2024-16 as complete for the Tree Trimming Contract Utility Electrical Distribution System.

Background/Summary:

The work on the 2024 Tree Trimming Contract Utility Electrical Distribution System has been completed. Council is now being requested to accept Bid Call 2024-16 as complete.

The Energy Services Department annually publishes, advertises and requests bids from contractors for our annual tree trimming contract. This service provides clearance for the City's overhead electrical distribution system and is necessary to reduce power outages, for safety and reliability. A total of five bids were received, and two bids were deemed non-responsive. The bid was awarded to Basin Tree Service & Pest Control, Inc for 480 hours at a unit cost of \$507.47 per crew/equipment hour or not to exceed \$243,585.60, including Minor Change of \$22,000 for a total contract not to exceed \$265,585.60.

Previous Council Action:

Council awarded Bid Call 2024-16 Tree Trimming Contract Utility Electrical Distribution System at its July 1st, 2024, regular meeting.

Analysis:

The original contract bid amount for the project was \$265,585.60, and the final project cost was \$294,452.98. The additional cost of \$28,867.38 is the result of work needed to trim trees at several additional areas and was approved in two separate change orders. Change Order #1 included work to completely cut down, remove and dispose of approximately 14 trees in the alley south of 2nd Ave, between Anderson Street and Sampson Street. Change Order #2 involved extending the length of the contract term from December 31, 2024, until September 15, 2025, for future tree trimming needs. Several trees were completely removed on Bender Road at the end of summer 2025 under the contract extension with Change Order #2.

Financial Impact:

Funding for the proposed tree trimming, including the extra work, was included in the adopted Light Fund budget.

Budget Adjustment: No

Attachments:

None



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorization to Reinstitute a National Mutual Aid Agreement for the Natural Gas Utility

Submitted by: Darin Yusi, Gas Engineer

Department: Energy Services

Suggested Motion/Action:

Authorize City Manger to sign and reinstitute a National Mutual Aid Agreement for the Natural Gas Utility.

Background/Summary:

The City Natural Gas Division is a member of the American Public Gas Association (APGA) and benefits greatly through the resources and assistance the APGA provides. In 2020, the APGA worked with the American Gas Association (AGA), the Northeast Gas Association (NGA), the Southern Gas Association (SGA), and the Midwest Energy Association (MEA) to develop a National Mutual Aid Agreement for public and private gas utilities. The agreement provides opportunities for gas utilities to support one another in situations of need, but does not obligate those utilities to provide assistance in those situations.

The City Gas Division entered into that agreement following the Nov 16, 2020 City Council Meeting.

It is important for gas utilities to support each other and for formal processes/forms to be in place before the need is present, so that needs and requests can be met quickly and efficiently.

In 2023, the City Gas Division acted on a request for aid from Avista Utilities during a significant outage. Having the Agreement in place allowed City operations to act fast and provide assistance to help get their system and customers back up and running. Ellensburg was one of eight utilities to respond.

Previous Council Action:

In 2020 at the November 16 City Council Meeting, City Council approved the execution of the National Mutual Aid Agreement for the Natural Gas Division. That Agreement had terms of Jan 1, 2021 through Dec 31, 2025.

Analysis:

Revised Code of Washington (RCW) Chapter 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with

geographic, economic, population and other factors influencing the needs and development of local communities.

Utilizing this RCW and reinstituting the National Mutual Aid Agreement through the AGA would allow for the City to request assistance and provide assistance in times of need. Gas Division staff has read through the Agreement and recommends re-execution of the Agreement for the City to maintain being part of the National Mutual Aid Agreement for the term of Jan 1, 2026 through Dec 31, 2030.

Financial Impact:

There is no immediate or anticipated financial impact. In the event the agreement is utilized in the future, compensation, invoicing and reimbursement are defined in Section 5 of the Agreement.

Budget Adjustment: No

Attachments:

1. 2026 National Mutual Assistance Agreement

NATIONAL MUTUAL ASSISTANCE AGREEMENT

The American Gas Association (“AGA”), the American Public Gas Association (“APGA”), the Northeast Gas Association (“NGA”), the Southern Gas Association (“SGA”), Midwest Energy Association (“MEA”), and Western Energy Institute (“WEI”), hereinafter “the Associations”, developed this National Mutual Assistance Agreement (“Agreement”) for members of the Associations, hereinafter “Member(s)”, to request and provide emergency assistance, including but not limited to materials, services, personnel, supplies and/or equipment (“Emergency Assistance”), to aid in restoring natural gas service when it has been disrupted and cannot be restored in a safe and/or timely manner by the affected company or companies alone. Because of the significant differences between work performed under normal circumstances and emergency restoration, as well as the fact that each Member may, at any given point, both require as well as render emergency assistance, the Associations developed a voluntary system to help facilitate the provision of mutual aid between their Members. This voluntary system shall be governed by the terms and conditions described herein.

Member companies whose authorized representatives sign this Agreement (each a “Signatory” and collectively, “Signatories”) recognize the need for a system whereby they may receive or provide Emergency Assistance to aid in maintaining or restoring natural gas utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the Signatory deems emergency assistance to be necessary or advisable (“Emergency Assistance Period”).

Signatories acknowledge that no other Signatory is under any obligation to furnish such Emergency Assistance; however, experience indicates that natural gas distribution companies are willing to furnish such Emergency Assistance when resource availability allows.

In the absence of a separate binding formal contract between a Signatory requesting Emergency Assistance (“Requesting Company”) and a Signatory willing to furnish such assistance (“Responding Company”), collectively the “Parties”, the Signatories agree to be bound by the following terms and conditions:

1. Master Agreement.

- 1.1 The Associations shall have joint responsibility for the maintenance and revision of this Agreement and associated mutual assistance documents implementing this Agreement, including, but not limited to, the Mutual Assistance Procedures and Guidelines (Exhibit A). While any changes to this Agreement will only be binding once signed by the Signatories’ respective authorized representatives, Exhibit A may be updated from time to time by the Associations, with written notice given to all Signatories.
- 1.2 This Agreement sets out the terms under which a Responding Company may provide Emergency Assistance requested by a Requesting Company. All services to be requested by the Requesting Company and to be provided by the Responding Company pursuant to this Agreement should be documented in advance of deploying such resources. Exhibit B is a template form of a “Request for Mutual Aid” (also referred to

as Request for Mutual Assistance, or RFA) that Signatories may use to document the type and scope of assistance requested and to be provided.

- 1.3 This Agreement shall be effective from January 1, 2026, through December 31, 2030. This Agreement encompasses the entire agreement of the Signatories and supersedes any previous mutual aid agreements. No agreement or understanding purporting to modify this Agreement shall be binding unless in writing and signed by the Signatories, as listed in the National Mutual Assistance Database on the AGA website under “Emergency Planning Resource Center”. (Emergency Assistance being provided during an Emergency Assistance Period that begins prior to January 1, 2026, and lasts beyond January 1, 2026, shall continue to be governed by the terms and conditions of the preceding Mutual Aid Agreement under which the Emergency Assistance commenced.)

2. Signatory Responsibilities.

- 2.1. Nothing in this Agreement commits, binds, or otherwise obligates a Signatory to respond to any particular request for mutual aid. Each Signatory reserves the sole right to respond, or not respond, to a Request for Mutual Aid on a case-by-case basis. Each Signatory shall, in its sole discretion, determine if it shall respond to a Request for Mutual Aid, including the extent and limitations of that response. Each Responding Company reserves the right to recall any and all Emergency Services (such as materials, personnel, supplies and/or equipment) at any time.
- 2.2. A Responding Company will provide Emergency Assistance (which may include materials, personnel, supplies, and/or equipment) on a not-for-profit basis. A Requesting Company will reimburse a Responding Company for all direct and indirect costs and expenses incurred in providing the requested assistance.

Signatories shall forward a signed copy of this Agreement to AGA and their Regional Trade Association¹, if the Signatory is a member of a Regional Trade Association. Signatories authorize AGA to publish a list of Signatories and their authorized representatives on its web site, www.aga.org, titled, Mutual Assistance Database, located under the “Emergency Planning Resource Center”.

- 2.3. Except as noted below, a Signatory may withdraw from participation under this Agreement at any time by providing written notice (which may be satisfied by email) to AGA, and to their Regional Trade Association if the Signatory is a member of a Regional Trade Association. Such notice shall not affect any obligations that may arise out of events occurring prior to the date of such notice. No Requesting Company may withdraw from participation under this Agreement while it is receiving assistance pursuant to the terms of this Agreement.

3. Emergency Assistance Period.

¹ For purposes of this Agreement, the term “Regional Trade Association” includes the Northeast Gas Association (“NGA”), the Southern Gas Association (“SGA”), Midwest Energy Association (“MEA”), and Western Energy Institute (“WEI”).

- 3.1. Signatories agree that in order to activate a Request for Mutual Aid under this Agreement, the Requesting Company shall submit a request to the applicable Regional Trade Association. If a Requesting Company is not part of a Regional Trade Association the request shall be sent to AGA. If a Requesting Company is a part of multiple Regional Trade Associations, the request shall be sent to the Regional Trade Association representing the region where the Mutual Aid resources would be sent. If the Requesting Company is a municipal utility, and a member of APGA, the request shall be sent to APGA or the Regional Trade Association, if they are members of both. The Emergency Assistance Period shall commence when Emergency Services expenses are initially incurred by the Responding Company in response to the Requesting Company's Request for Mutual Aid. This includes expenses incurred by the Responding Company to prepare its personnel, materials, supplies and/or equipment, or other items to support Emergency Services for transport to the Requesting Company's location before departing. The Emergency Assistance Period shall terminate when such personnel, materials, supplies and/or equipment have returned to the Responding Company. The Emergency Assistance Period shall include any mandated U.S. Department of Transportation ("US DOT") or similar state/local DOT rest time or rest time specified in Responding Company's labor contract or safety policies resulting from the assistance provided and reasonable time required to prepare the materials, personnel, supplies and/or equipment for return to normal service activities (e.g., cleaning off trucks, restocking minor materials, etc.).
- 3.2. The length of stay/response by Responding Company personnel will be mutually agreed to by both Parties. To the extent possible, the Request for Mutual Aid should state the anticipated length – in general – of the Emergency Assistance Period. This period should typically not exceed fourteen (14) consecutive days, including Responding Company's travel time to the designated work area and return to the Responding Company's point of origin. For extended Emergency Assistance Periods, the Requesting Company and Responding Company should agree on the process for replacing or, alternatively, providing extra rest for the Responding Company's personnel. The Responding Company and Requesting Company may mutually agree in writing to exceptions to this Section.
- 3.3. It is understood and agreed that the Responding Company can, in its sole and independent judgment and at any time after it has mobilized to provide emergency assistance hereunder, recall any or all of its personnel, including employees and/or contract workforce and related equipment and materials. In these instances:
- a. It is understood and agreed that the decision to terminate assistance and recall equipment, materials, and personnel lies solely with the Responding Company.
 - b. If a recall of Responding Company's workforce, equipment and materials becomes necessary, the Requesting Company will be responsible for all expenses incurred by Responding Company up to the time of recall, as well as return travel costs to the Responding Company's workforce's point of origin and any needed retrofit of equipment.
 - c. If Responding Company agrees to provide assistance at a secondary location

other than the Responding Company's point of origin, the Requesting Company will be responsible for travel costs in accordance with Section 3.5, below.

- 3.4. Requesting Company may, at any time, order additions, deletions, or revisions in the Emergency Services provided pursuant to a Request for Mutual Aid provided that these modifications to a Request for Mutual Aid are made in writing and mutually agreed to in writing by both Parties.
- 3.5. During emergencies impacting more than one Signatory, when each Signatory requests assistance, Responding Company resources may be re-assigned: (1) en route to the Requesting Company or Requesting Companies; (2) at an initial staging area before reaching the Requesting Company or Requesting Companies; or (3) at the Responding Company's final staging area. Additionally, the Regional Trade Association, AGA, or APGA may help facilitate the allocation of resources to assist a second Requesting Company after completing work for the initial Requesting Company. In any of these instances, unless otherwise mutually agreed or stated in this Agreement, the Requesting Company receiving the re-assigned Responding Company resources will be responsible for all Responding Company costs incurred from the time of departure to the reassigned location.

4. Safety Rules, Supervision, and Operator Qualification.

- 4.1. Whether providing or receiving assistance, the safety of all personnel and the general public will be the preeminent objective and responsibility of all Signatories. The Responding Company and the Requesting Company will make all reasonable efforts under the circumstances to provide for adequate safety measures, including necessary involvement of law enforcement, emergency responders, or governmental agencies, to ensure and otherwise protect the safety of all personnel and the general public. At its discretion, the Responding Company may stop work until an identified safety concern is addressed and resolved to its satisfaction.
- 4.2. Responding Company's safety rules shall apply to all work done by its personnel unless the Requesting Company's safety rules are more stringent. The Requesting Company shall provide the Responding Company's personnel with appropriate safety orientation and training before work by the Responding Company commences. The safety orientation shall cover safety practices and procedures unique to the Requesting Company and the portion of their service territory impacted by the emergency. Differing safety rules between the Parties should be identified and addressed at such time. Any specialized personal protective equipment (PPE), tools, materials, or equipment needed for the response should be noted in the Request for Mutual Aid and, if necessary, provided by the Requesting Company. The Responding Company will, as soon as practicable, report any and all occupational injuries and vehicle accidents incurred during the provision of emergency assistance to the Requesting Company. Any questions or concerns arising about any safety rules should be brought to the proper level of management for prompt resolution between management of the Parties.
- 4.3. In the event the Responding Company or its personnel are party to any incident involving damage to persons or property, Responding Company will report and

- document the specifics of such incident to Requesting Company as soon as practicable after any such incident.
- 4.4 Responding Company shall send the level of supervision and support as set forth in the Request for Mutual Aid and mutually agreed to by the Parties. The Responding Company may send such additional personnel as it deems necessary to reasonably ensure the safety and efficiency of the response. These personnel may typically include, but are not limited to, field supervision, safety supervision, vehicle mechanics and logistics support.
- 4.5 All work requests by Requesting Company should typically be given by Requesting Company to Responding Company's supervisor(s); or, when Responding Company's crews are to work in widely separate areas, to Responding Company's foremen as may be designated for that purpose by Responding Company's supervisor(s), unless otherwise agreed to in writing by the Parties.
- 4.4. Requesting Company's Request for Mutual Aid must specify what tasks are covered tasks per 49 CFR Part 192 subpart N. The Requesting Company receiving personnel pursuant to a Request for Mutual Aid is required to confirm that Responding Company personnel's knowledge, skills, and ability are consistent with Requesting Company's needs. Upon request, the Responding Company shall provide documentation, as appropriate, demonstrating the knowledge, skills, and ability of responding personnel as part of their response to the Request for Mutual Aid.
- 4.5. Any engineering work performed by Responding Company personnel who are not licensed as professional engineers ("PE") in the applicable state jurisdiction of the Requesting Company shall be supervised and/or reviewed by the appropriate engineering personnel or consultant of the Requesting Company in accordance with any applicable statutes and regulations of the relevant state or other jurisdiction of the Requesting Company.

5. Compensation, Invoicing and Reimbursement.

- 5.1. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company in providing emergency assistance. Responding Company shall submit an invoice to Requesting Company, which includes reasonable documentation of all costs and expenses. Such costs and expenses, without any added profit, shall include, but not be limited to, the following:
- a. Personnel wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances.
 - b. Employee travel and living expenses (meals, lodging and reasonable incidentals).
 - c. Replacement cost of materials and supplies expended or furnished.

- d. Repair or replacement cost of equipment damaged or lost.
 - e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.
 - f. Other uninsured costs.
 - g. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs are not chargeable pursuant to the foregoing subsections.
- 5.2. Unless otherwise agreed by the Parties, Requesting Company shall be responsible for supplying and/or coordinating incidental support functions such as lodging and meals, etc. Unless otherwise agreed by the Parties in the Request for Mutual Aid or in an amendment thereto, the Responding Company shall be responsible for arranging lodging and meals en route to the Requesting Company and for the return trip home. The cost for these expenses will be covered by the Requesting Company.
- 5.3. “Host Companies” are those Signatories, other than a Requesting Company, who may provide staging areas or other resources to a Responding Company. Requesting Company will reimburse Host Company for expenses incurred in the provision and management of staging areas or other resources (e.g., labor and miscellaneous expenses provided by the Host Company to operate the staging area but not including any Responding Company crew costs). In emergencies involving more than one Requesting Company, staging costs will be shared by Requesting Companies on a prorated basis based on the resources committed to each Requesting Company entering (i.e., logged into) the staging site.
- 5.4. At all times, employees of a Responding Company continue to be employees of that Responding Company and are not ever deemed to be employees of a Requesting Company. Wages, hours, and other terms and conditions of employment of Responding Company shall continue to apply to its employees at all times during the Emergency Assistance Period.
- 5.5. Unless otherwise agreed by the Parties, the Responding Company (or Host Company) should submit an invoice to the Requesting Company within sixty (60) calendar days from the date released by the Requesting Company. Requesting Company shall pay all undisputed costs and expenses of Responding Company within sixty (60) calendar days after receipt of an invoice and reasonable supporting records from Responding Company. Termination of a Request for Mutual Aid by either of the Parties shall not relieve Requesting Company from its obligation to promptly pay properly invoiced costs and expenses.
- 5.6. The Responding Company has the sole responsibility to maintain appropriate vehicle/automobile insurance coverage and worker’s compensation coverage for Responding Company personnel.

6. Records.

- 6.1. Responding Company agrees to maintain auditable records of billed expenses for mutual assistance provided under this Agreement. The records must be reasonably sufficient to satisfy the legal requirements and obligations of the Requesting Company. It is the Requesting Company's responsibility to make those requirements and obligations known to the Responding Company prior to mobilization; otherwise, Responding Company shall not be liable for not maintaining records in the specific manner desired by Requesting Company.
- 6.2. Responding Company shall keep and maintain work records pertaining to its provision of emergency assistance to Requesting Company in the manner established by the Requesting Company or as otherwise mutually agreed by Responding and Requesting Companies. The Parties shall engage their respective Information Technology (IT) resources to ensure mobile and other computer applications used for executing the emergency assistance work meet the Responding Company's security and compliance requirements.
- 6.3. Responding Company shall keep and maintain daily records of time and expenses for personnel and equipment pertaining to its provision of emergency assistance to Requesting Company. This documentation shall be provided with the invoice submitted to the Requesting Company.

7. Indemnification.

- 7.1. Requesting Company shall indemnify, hold harmless, and defend the Responding Company and/or its affiliates, and the directors, officers, and employees of each of them, from and against any and all claims, suits, liability for loss, damage, cost, or expense which Responding Company may be subject to or incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result or are claimed to result from or relate to the furnishing emergency assistance and whether or not due in part to any act, omission, or negligence of Responding Company and/or Responding Company and/or its employees, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company and/or Responding Company employee(s).

In the event any claim or demand is made or suit or action is filed against Responding Company and/or its employees alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company and/or its employees, Responding Company shall promptly notify Requesting Company thereof (provided, however, that the failure to give such prompt notice shall not relieve the Requesting Company of its indemnification obligations, except and only to the extent that the Requesting Party forfeits rights or defenses by reason of such failure), and Requesting Company, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as if in its reasonable discretion deems necessary or prudent with counsel reasonably acceptable to Responding Company; provided, however, Responding Company may, at its election, participate in the defense thereof at its sole cost and expense. Requesting Company, upon providing advance notice to Responding Company, may settle or

compromise such claim or demand without the prior written consent of Responding Company so long as (a) the Responding Company receives a full release for itself and its affiliates of all such claims or demands, (b) the Responding Company is not required to make any payments in connection with such claims or demands or otherwise commit Responding Company or its employees to any future action or restrictions, (c) there is no finding or admission of any liability or violation of law by the Responding Party, and (d) the Responding Company will have no liability with respect to such compromise or settlement. Notwithstanding the foregoing, if, in the reasonable opinion of legal counsel for the Responding Company, such claim or demand (a) involves the potential imposition of criminal liability on the Responding Company; (b) involves or is likely to involve any claim by any government entity, or an actual or potential conflict of interest exists where it is advisable for such Responding Company to be represented by separate counsel, or (c) the Requesting Party refuses or otherwise does not carry out its indemnity and defense obligations, then the Responding Company shall be entitled to control and assume responsibility for the defense of such claim or demand at the cost and expense of Requesting Company.

8. Confidentiality.

8.1. Confidentiality Obligations

The Signatories agree that all documents, data, materials, communications, and information regarding another Party or its business exchanged during the execution of this Agreement or in connection with a Request for Mutual Aid issued pursuant to this Agreement, whether in written, oral, or electronic form, and regardless of whether marked as confidential (hereinafter referred to as "Confidential Information"), shall be treated as confidential and proprietary. Parties will take reasonable steps to safeguard the Confidential Information and prevent its unauthorized use, disclosure, or dissemination. For avoidance of doubt, the Signatories may share Confidential Information with their Affiliates and Representatives who have a need to know such information. As used herein, the term "Affiliate" means, with respect to a Signatory, any person, corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Signatory. The term "Representative(s)" means a Signatory's or its Affiliate's directors, officers, employees, agents, consultants, attorneys, accountants, lenders or financial advisors. Upon completion of the Parties' obligations under this Agreement, or when the Confidential Information is no longer necessary to execute a Party's obligations under this Agreement, the Receiving Party agrees to either return all Confidential Information to the Disclosing Party or, alternatively, certify to the Disclosing Party that all Confidential Information has been appropriately destroyed.

8.2. Non-Disclosure and Use

The Parties agree not to disclose, distribute, or make available any Confidential Information to third parties, except as required by law, regulation, judicial order or request of a regulating entity, as permitted under Section 8.1, above, or with the prior written consent of the disclosing party. To the extent permitted by law, the receiving party shall provide advance written notification to the disclosing party of any such request by a regulating entity or legal requirement to disclose Confidential Information

to allow the disclosing party an opportunity to seek confidential treatment of such disclosure. Furthermore, the receiving party shall use the Confidential Information solely for the purposes of fulfilling its obligations under this Agreement and for no other purpose.

8.3. Confidentiality Exceptions

The obligations of confidentiality shall not apply to information that:

- a. Is already known to the receiving party at the time of disclosure, as evidenced by written documentation;
- b. Is publicly available at the time of disclosure or becomes publicly available without breach of this Agreement;
- c. Is independently developed by the receiving party without reference to or reliance upon the Confidential Information;
- d. Is required to be disclosed by law, regulation, or judicial order, and the Disclosing Party complies with the applicable requirements in Section 8.2, above; or
- e. Is shared with express written consent of the Disclosing Party

9. Limitation on Liability.

- 9.1. Except for the indemnification obligations set forth in Section 7.0, no Signatory shall be liable to any other Signatory for any claim for indirect, incidental, special, or consequential damage or loss of the other Signatory, including, but not limited to, loss of profits or revenues, cost of capital of financing, loss of goodwill, and cost of replacement power arising from such Signatory's carrying out, or failing to carry out, any obligations contemplated by this Agreement except to the extent the damages are direct damages that result from the gross negligence or intentional misconduct of such Signatory or breach of a Party's obligations of confidentiality hereunder; provided, however, that nothing herein shall be deemed to reduce or limit the obligation of any Signatory with respect to the claims of persons or entities not a party to this Agreement.
- 9.2. The Signatories to this Agreement acknowledge that the Associations' role is limited to facilitating communication between their Members, and the maintenance and revision of this Agreement and associated documents implementing this Agreement. In light of this limited role, the Associations shall not be liable to any Signatory for any claim for indirect, incidental, special, or consequential damage or loss, including, but not limited to, loss of profits or revenues, cost of capital of financing, loss of goodwill, and cost of replacement power arising from carrying out, or failing to carry out, any obligations contemplated by this Agreement.

10. No Third-Party Beneficiaries.

This Agreement is intended to be solely for the benefit of the Signatories and is not intended

to and shall not confer any rights or benefits on any third party not a Signatory hereto.

11. Governing Law of Agreement.

This Agreement shall be governed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles of that or any other jurisdiction.

- 12. Miscellaneous.** Facsimile, electronic and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which when taken together shall be deemed to constitute one and the same agreement.

Signatory:

Company Name

Signature

Officer Name: _____

Title: _____

Date: _____

List of subsidiary companies/affiliates falling under this signatory:

Additional Companies: _____

Additional Companies: _____

Additional Companies: _____

Additional Companies: _____

Additional Companies: _____

Additional Companies: _____

Additional Companies:_____

Additional Companies:_____

Exhibit A

NATIONAL MUTUAL ASSISTANCE PROCEDURES AND GUIDELINES

January 1, 2026

In order to effectively implement the terms of the Agreement signed by the Associations and the individual Signatories, effective January 1, 2026, the Associations have developed and approved the following Mutual Assistance Procedures and Guidelines (“Guidelines”) for Signatories to request and provide emergency assistance, including but not limited to materials, services, personnel, supplies, and/or equipment (“Emergency Services”), to aid in restoring natural gas service when it has been disrupted and cannot be restored in a safe and timely manner by the affected company or companies alone. These Guidelines apply to all Signatories when requesting or responding to a Request for Mutual Aid.

The Associations shall have joint responsibility for the maintenance and revision of these Guidelines and may periodically review and update these Guidelines. The Associations shall provide written notice to the Signatories in the event of any modification to these Guidelines.

1. Signatories understand and agree:

- 1.1. This document, as well as any future approved modifications, amendments, or revisions adopted by mutual agreement among the Associations, shall be known as the Mutual Assistance Procedures and Guidelines, or “Guidelines.”

2. Code of Conduct and Coordination

- 2.1. Whether providing or receiving assistance, all personnel will be expected to conduct themselves in a professional, safe, and responsible manner, and in accordance with their respective company’s code of conduct, or equivalent, together with such reasonable policies for workplace safety, security, and conduct while providing mutual aid under the Agreement.
- 2.2. When implementing the terms of the Agreement and these Guidelines, the Lead Association will, to the extent practicable, serve as the initial point of contact between the Parties and help coordinate communications and engagement with the Parties, and each other, to streamline requests for information and to better enable the Parties to respond to the circumstances requiring emergency assistance. Typically, the Northeast Gas Association (“NGA”), the Southern Gas Association (“SGA”), Midwest Energy Association (“MEA”), and Western Energy Institute (“WEI”) (the “Regional Trade Associations”) will be responsible for interacting with state agencies; and AGA and APGA (the “National Associations”) will be responsible for interacting with federal agencies during an Emergency Assistance Period.
- 2.3. The Lead Association, as described in Section 4, below, will provide the Requesting Company(ies) with a list of Participating Companies and authorized representatives. A Responding Company shall provide the Requesting Company their offer of assistance, copying the Lead Association. The Requesting Company shall confirm their

acceptance of the assistance in accordance with the Agreement. The Lead Association will facilitate communication between the Parties as necessary. The Request for Mutual Aid, Exhibit B, is provided as an example to facilitate and document these actions.

3. Maintenance of Contact Roster

- 3.1. AGA will maintain a list of Signatories and their authorized representatives on its web site, www.aga.org, titled, National Mutual Assistance Database, located under the “Emergency Planning Resource Center”.
- 3.2. AGA will be responsible for providing the Associations and Members access to the National Mutual Assistance Database.
- 3.3. Beginning in January 2026 and every 6 months thereafter, the Regional Trade Associations, in coordination with the National Associations, will prompt Signatories to confirm and/or update the following information within the National Mutual Assistance Database:
 - a. The names, contact numbers (e.g., work phone and cellular phone, if available), and e-mail addresses for individuals authorized to request mutual assistance for a Requesting Company and commit resources for a Responding Company.
 - b. If available, the telephone number(s) for the 24-hour operations / dispatch center for the Signatory.
 - c. If available, a corporate emergency center 24-hour telephone number, if different from the 24-hour operations / dispatch telephone number.

4. Roles and Responsibilities of the Associations

- 4.1. The “Lead Association” is the Association primarily responsible for supporting coordination during the Emergency Assistance Period. The Lead Association is designated in the manner prescribed below.
- 4.2. In the event that aid is requested by a Regional Trade Association Member or a Member of either of the National Associations in a Regional Trade Association’s footprint, the corresponding Regional Trade Association will typically serve as the Lead Association to support mutual aid coordination among Signatories.
- 4.3. In the event that a mutual aid request exceeds the response capacity of the Regional Trade Association serving as the Lead Association, more extensive, nationwide mutual aid may be requested. In this capacity, AGA will support the Lead Association in coordinating assistance.
- 4.4. In the event that mutual aid is requested by a Signatory that is an AGA member in an

area where Regional Trade Associations do not have formal mutual aid programs or are unable to provide mutual aid coordination, AGA will serve as the Lead Association to support mutual aid coordination among Signatories.

- a. Final dispatch of committed resources should be coordinated directly between the Requesting Company and the Responding Company. AGA should not be given, and will not accept, the authority by the Requesting Company to coordinate the dispatch of committed resources.
- 4.5. In the event that mutual aid is requested by a Signatory that is an APGA member, in an area where Regional Trade Associations do not have formal mutual aid programs or are unable to provide mutual aid support and the system is not an AGA member, APGA will serve as the Lead Association to support mutual aid coordination among Signatories.
- a. Signatories agree that final dispatch of committed resources is to be coordinated directly between the Requesting Company and the Responding Company. APGA should not be given, and will not accept, the authority by the Requesting Company to coordinate the dispatch of committed resources.
- 4.6. Regional Trade Associations will be responsible for coordinating activities for their current Members and neighboring companies in Canada who are Signatories to the Agreement.

5. Communication with Contractors

- 5.1. Signatories are encouraged to explain the mutual assistance and joint mobilization processes and procedures discussed in this document with contractors working on their respective systems that may be impacted during an Emergency Assistance Period.

6. Purpose and Rationale for Joint Mobilization Conference Call Procedures

- 6.1. Because response time is critical in emergency situations, the Joint Mobilization Conference Call provides a mechanism that allows Signatories to quickly request assistance and identify the number and status of available personnel and resources.
- 6.2. The Joint Mobilization Conference Call format should:
- a. Provide Signatories with the opportunity to understand the entire scope of the emergency, including the number of Signatories expecting to be impacted and potentially requiring assistance.
 - b. Allow Signatories to discuss and evaluate applicable information regarding the incident (e.g., weather forecasts, road closures, etc.) from different sources.

7. Understanding – Joint Mobilization Conference Call Procedures

- 7.1. Signatories understand and agree that participation on Joint Mobilization Conference Calls is restricted to employees of Signatories and/or their Affiliates and the Associations, unless otherwise agreed to by the Requesting Company prior to the call.
- 7.2. Signatories understand and agree that conversations during Joint Mobilization Conference Calls may contain confidential and proprietary information. Therefore, with the exception of general deployment information, Signatories and Associations expressly agree to the confidentiality terms outlined in Section 8 of the Agreement. Joint Mobilization Conference Calls will not be recorded.

8. Initiation of the Joint Mobilization Conference Call

- 8.1. Typically, a Requesting Company will submit a request to the Lead Association to initiate the Joint Mobilization Conference Call.
- 8.2. Signatories may request to initiate a Joint Mobilization Conference Call any time they experience or are threatened by an event so significant they anticipate needing mutual aid under this Agreement.
- 8.3. Alternatively, participating Association staff members may initiate the Joint Mobilization Conference Call for an impacted Signatory.

9. Responsibilities of the Requesting Company

- 9.1. The Requesting Company will designate an individual to serve as spokesperson during the Joint Mobilization Conference Call. The spokesperson will:
 - a. Present an estimate of predicted impact / damages and when these are expected to occur or an assessment of actual damages if the event has already occurred. If the event is large enough to impact more than one Signatory's service territory, the moderator will ask other Signatories for their projected damage assessments.
 - b. Present an estimate of Emergency Services resources needed by type (i.e., personnel, equipment, materials, etc.), including specific job site requirements regarding personnel qualifications and special equipment.
 - c. When appropriate, Requesting Company's spokesperson will lead discussion of staging areas to be used by Responding Companies; transportation and safety concerns, such as evacuation orders, fuel availability, and DOT exemptions; and the availability of other resources that may be available to assist Requesting Companies.

10. Responsibilities of Other Signatories Participating in Conference Calls

- 10.1. Signatories understand and agree that participation in the Joint Mobilization Conference Call does not obligate them to become a Responding Company.

- 10.2. Responding Company agrees not to release or dispatch ANY resources (contract or native/employee) unless committed to and confirmed in writing, including e-mail, by a Requesting Company. It is understood that a Responding Company's territory should be free from significant threat before resources can be committed and dispatched.
- 10.3. Responding Companies should be prepared to provide an estimate of the resources available to assist Requesting Companies, including an estimate of when those personnel can be dispatched.
- 10.4. To enhance safety and flexibility, upon request, Responding Companies and Host Companies should be prepared to identify staging areas available in their territories.

11. Responsibilities of Joint Mobilization Conference Call Moderator

- 11.1. A Lead Association staff member will serve as the moderator for the Joint Mobilization Conference Call.
- 11.2. Call the roll.
- 11.3. If the event is large enough to impact more than one Signatory's service territory, the moderator will ask other Signatories for their projected resource needs, if any.
- 11.4. The Lead Association will be responsible for producing and distributing summary notes after each conference call. All summary notes will be subject to Section 8 of the National Mutual Assistance Agreement (Confidentiality).
- 11.5. Set the date and time for future conference call(s), as necessary.

12. Resource Allocation and Mobilization

- 12.1. When more than one Signatory has requested emergency assistance under the Agreement, all Parties understand and agree that it is the responsibility of the Requesting Companies to agree upon the allocation of available Responding Company resources, with the assistance of the Associations.
- 12.2. Signatories agree that, in general, resources will be allocated based on severity of need, based on:
 - a. Impact – degree of system loss and estimated time customers have been without service;
 - b. Which Signatory will be first impacted;
 - c. Travel time; and

- d. Availability of other third-party (i.e., non-Signatory) controlled resources.

13. Requesting Company – Responsibilities Prior to Mobilization

- 13.1. To the extent possible, the Requesting Company is expected to clearly communicate the status of affected area, any impact on working conditions, and any safety concerns the Responding Company personnel should expect to encounter upon arrival at the emergency restoration work area to the Responding Company point of contact.
- 13.2. To facilitate communications, the Requesting Company may opt to provide a single point of contact to interact with the Responding Company. If a Requesting Company does designate a single point of contact, a secondary point of contact should also be designated (collectively, the “Coordinators”).
- 13.3. The Requesting Company will provide the Responding Company with the name and contact information for their Coordinator(s) before Responding Company personnel leave their point of origin.
- 13.4. The Requesting Company, in coordination with the Lead Association, will coordinate with their state DOT officials and law enforcement, as necessary, concerning emergency exemptions and any other transportation or safety issues that will facilitate the Responding Company’s trip to and from the Requesting Company. Requesting Company, in coordination with the applicable National Association (primarily for federal agency coordination), and applicable Regional Trade Association (primarily for state agency coordination), will also coordinate with federal and state officials, as necessary.
- 13.5. The Requesting Company is encouraged to communicate pertinent information with Responding Company before arriving on site. Items covered may include labor contractual issues, safety issues, contact personnel, vehicle fueling arrangements, typical standard construction, meal and lodging arrangements, and other items that will be of benefit to the responding personnel and their supervision.

14. Requesting Company – Responsibilities during Emergency Assistance Period

- 14.1. The Requesting Company will establish expectations for work, including start time and duration.
- 14.2. The Requesting Company will provide materials, tools, equipment, etc. necessary for Emergency Assistance, not specified in the Request for Mutual Assistance and agreed to be provided by Responding Company.
- 14.3. The Requesting Company will provide a guide for communications and, if necessary, portable radios/cellular telephones to assist Responding Company team leaders with communications.
- 14.4. The Requesting Company will provide required system maps and/or information.

- 14.5. The Requesting Company will provide (i) vehicle security for parking areas and (ii) any additional security measures, including involvement of law enforcement, as necessitated by the emergency, unless specifically agreed otherwise.
- 14.6. Except for food and lodging during travel to and from the final work site, the Requesting Company will handle all food, lodging, and incidental support needed by Responding Company; unless the Parties agree that Responding Company will handle/be responsible for these logistics/expenses, subject to reimbursement.
- 14.7. The Parties should agree on the provision of laundry services.

15. Responding Company – Responsibilities Prior to Mobilization

- 15.1. To the extent possible, the Responding Company is expected to clearly communicate to its employees the status of the affected area, any impact on working conditions, and any safety concerns that should be expected by their personnel upon arrival at the emergency restoration work area to its personnel prior to their arrival on site.
- 15.2. To facilitate communications, the Responding Company shall provide a single point of contact to interact with the Requesting Company.
- 15.3. Responding Company agrees not to load extra stock materials on trucks unless specifically requested by the Requesting Company to help ensure that all material used meets the Requesting Company's design and construction standards.

16. Responding Company – Responsibilities during Emergency Assistance Period

- 16.1. Responding Company will handle all communication needs within their teams.
- 16.2. The Responding Company will be responsible for performing normal maintenance on their vehicles and equipment during the Emergency Assistance Period and this work will be covered in their standard hourly/daily rates.
- 16.3. All instructions for work to be done by Responding Company's crews shall be given by Requesting Company to Responding Company's single point of contact identified in Section 15.2. When Responding Company's crews are to work in separate areas, a Responding Company's single point of contact may designate an alternative to receive instructions.

17. Responding Company – Responsibilities at End of Emergency Assistance Period

- 17.1. Responding Company shall return all maps and other proprietary information to the Requesting Company, except for copies retained for archival and legal purposes.
- 17.2. Responding Company shall return all loaned equipment to the Requesting Company.

18. Lessons Learned and After-Action Review

- 18.1. Evaluating the processes, procedures, and practices employed by the Associations and Requesting and Responding Companies during a mutual aid event is critical to improving how we respond to future events. To that end, the Associations and the Parties should, to the extent practicable, identify lessons learned and opportunities to improve the mutual aid process described by the Agreement and the Guidelines.
- 18.2. After a mutual aid event has been completed, the Associations and the Parties should meet (in person or via video or teleconference), including with relevant legal counsel as requested, to discuss lessons learned for the event and areas where, if necessary, the processes and procedures discussed in this Exhibit should be modified.

**Exhibit B: National Mutual Assistance
Program REQUEST FOR MUTUAL AID**

Please see attached Excel Spreadsheets



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Second Contract Amendment – Bid Call No. 2024-03, 2024
City Property Groundskeeping
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works

Suggested Motion/Action:

Approve a second amendment to extend the City Property Groundskeeping contract to December 31, 2026, utilizing the 2025 unit bid item pricing for the project plus a five (5) percent price increase adjustment.

Background/Summary:

Bids were opened February 1, 2024 for the 2024 City Property Groundskeeping Project. Rimrock Landscapes LLC was the low bidder in the amount of \$174,403.68. Council approved Amendment #1 at the end of 2024 to extend the contract to December 31, 2025, utilizing the original bid item pricing for the project plus a ten (10) percent price increase adjustment. The contract specifications for the project allow for a time extension for up to two (2) additional twelve (12) month periods including adjustments to individual cost items.

This project has six separate bid schedules “A” through “F” and 13 change orders.

Schedule “A” consists of groundskeeping at City Hall, Ellensburg Police Station, and Ellensburg Public Library/Hall Holmes.

Schedule “B” consists of groundskeeping for thirteen storm water swales at various locations.

Schedule “C” consists of groundskeeping at two water utility sites.

Schedule “D” consists of groundskeeping at seven electrical utility sites.

Schedule “E” consists of groundskeeping at two gas utility sites.

Schedule “F” consists of groundskeeping at two IT utility sites.

Change Order 1 consists of the Parks Department cost for irrigation repair and upgrade, tree well reconstruction and paver sidewalk removal and replacement at the block of 5th Ave between Pine and Pearl Street. Change Order 1 is specific to 2024 and will not impact 2026.

Change Order 2 has two (2) items. Item #1 consists of EPD’s cost for replacing dead landscaping. Item #2 consists of Light Utility costs to plant the creek bed between Anderson & Sampson Street and 2nd & 3rd Avenue as part of a vegetation management project.

Change Order 2 is specific to 2024 and will not impact 2026.

Change Order 3 consists of the Stormwater budget cost for groundskeeping maintenance for the new landscaping at the Pfenning Road and Brick Road swales.

Change Order 4 consists of the lump sum City facility maintenance cost to Schedule "A" to add once-a-month bagging of lawn debris at City Hall.

Change Order 5 consists of the Stormwater budget cost for replanting two trees and replacing irrigation at the University Way Swales. Change Order 5 is specific to 2024 and will not impact 2026.

Change Order 6 consists of the Stormwater budget cost to repair the swale and trees on Willow Street damaged from a vehicle accident. Change Order 6 is specific to 2025 and will not impact 2026.

Change Order 7 has three (3) items. Item #1 consists of City facility maintenance cost for weekly groundskeeping at the recently acquired parking lot at the southeast corner of 7th Ave and Pearl St. Item #2 consists of Tree budget maintenance cost for rehabilitation of the landscaping with replacement of three (3) trees at the 7th Ave and Pearl St City parking lot. The cost for this one-time item is specific to 2025 and will not impact 2026. Item #3 consists of Stormwater budget cost to Schedule "B" to correct the Brick Road swales maintenance unit cost.

Change Order 8 has two (2) items. Item #1 consists of Ellensburg Business Development Authority (EBDA) costs for landscaping maintenance of the EDBA Business Park for nine (9) weeks. Item #2 consists of one-time EBDA costs for initial landscape rehabilitation maintenance of the EDBA Business Park. Change Order 8 is specific to 2025 and will not impact 2026.

Change Order 9 consists of Light Utility costs for landscape rehabilitation at 1617 Vantage Highway. Change Order 9 is specific to 2025 and will not impact 2026.

Change Order 10 consists of EBDA costs for landscaping maintenance of the EDBA Business Park for thirteen (13) weeks. Change Order 10 is specific to 2025 and will not impact 2026.

Change Order 11 consists of Stormwater budget costs for regular maintenance of the swale at the southwest corner of 11th Ave and Water St.

Change Order 12 consists of Parks Department costs for removal of two (2) dead street trees from the east side of Main St just north of 5th Ave. Change Order 12 is specific to 2025 and will not impact 2026.

Change Order 13 consists of Community Development Department costs for a one-time rehabilitation of landscaping of the vacant lot immediately south of the City parking lot at the southeast corner of 2nd Ave and Pine St. Change Order 13 is specific to 2025 and will not impact 2026.

Previous Council Action:

Council approved award of Bid Call 2024-03 to Rimrock Landscapes LLC at its regular meeting on February 20, 2024.

Council approved Amendment #1 to extend the contract to December 31, 2025, utilizing the original bid item pricing for the project plus a ten (10) percent price increase adjustment at its regular meeting on December 16, 2024.

Analysis:

The project was advertised in 2024 and the bids were received as follows:

Rimrock Landscapes LLC	\$174,403.68
Russell Landscaping	\$262,885.18

The bid submitted in 2024 by Rimrock Landscapes LLC was below the engineer's estimate. Rimrock Landscapes LLC is requesting a 5% increase in the contract price over the 2025 unit bid item costs to account for increased labor and material costs.

Financial Impact:

The 2025 unit bid item price and proposed 2026 increase from Rimrock Landscapes LLC for this project consists of the following schedules of work:

	2025	2026
Schedule "A" – General Sites	\$60,406.14	\$63,426.45
Schedule "B" – Stormwater Utility Sites	\$106,367.18	\$111,685.54
Schedule "C" – Water Utility Sites	\$9,234.26	\$9,695.97
Schedule "D" – Electrical Utility Sites	\$15,234.73	\$15,996.47
Schedule "E" – Gas Utility Sites	\$477.84	\$501.73
Schedule "F" – Telecom Sites	\$477.84	\$501.73
Subtotal	\$192,198.00	\$201,807.90
Change Order 1 – Parks Dept	N/A	N/A
Change Order 2 – Police Dept & Light Dept	N/A	N/A
Change Order 3 – Stormwater Department	\$12,131.16	\$12,737.72
Change Order 4 – Schedule A City Hall	\$2,520.31	\$2,646.33
Change Order 5 – Stormwater Utility Sites	N/A	N/A
Change Order 6 - Stormwater Utility Repair	\$2,660.70	N/A
Change Order 7 – Parking Lot Landscaping	\$16,553.90	\$17,381.59
Change Order 8 – EDBA Landscaping	\$2,508.66	N/A
Change Order 9 – Light Department	\$10,235.55	N/A
Change Order 10 - EDBA Landscaping	\$2,258.88	N/A
Change Order 11 - Stormwater Department	\$716.76	\$752.60
Change Order 12 – Parks Department	\$7,341.36	N/A
Change Order 13 – Community Development	\$1,352.07	N/A

Subtotal (Only CO with 2026 Cost Impact)	\$31,922.13	\$33,518.24
TOTAL	\$224,120.13	\$235,326.14

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

Budget Adjustment: No

Attachments:

1. 2nd Amendment-2024 City Property Groundskeeping

**SECOND AMENDMENT TO THE
2024 CITY PROPERTY GROUNDSKEEPING CONTRACT**

THIS SECOND AMENDMENT TO THE 2024 CITY PROPERTY GROUNDSKEEPING CONTRACT ("Amendment") is dated October 27th, 2025 by and between the City of Ellensburg, Washington, a municipal corporation (the "City"), and Rimrock Landscapes LLC ("Contractor"). Each of the City and Contractor may hereafter be referred to as a "Party" or together as the "Parties."

RECITALS

WHEREAS, the Parties wish to extend the 2024 City Property Groundskeeping Contract, and

WHEREAS, RCW 39.12 and WAC 296-127 require that contracts for public agencies must include provisions for paying prevailing wages under the contract, and be amended from time to time to account for increases in the prevailing wage, and

WHEREAS, the Contractor seeks a FIVE (5) percent price increase adjustment to the 2025 bid item pricing,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to amend the Agreement as follows:

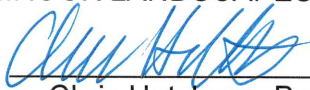
SCOPE OF WORK

1. **Extension of Contract.** Pursuant to Section 5 of the Contract between the Parties, the Contract is hereby extended through December 31, 2026.
2. **Price Increase Adjustment.** Bid Schedules "A" through "F", and Change Orders 3, 4, 7, and 11, attached hereto and incorporated herein, are amended to reflect the intent of the Parties with regard to Contractor price increase adjustment and prevailing wage rate increases.
3. **Full Force and Effect.** Except as expressly set forth in this Amendment, the Parties' Contract is unmodified and remains in full force and effect.

CITY OF ELLENSBURG,

By: _____
Heidi Behrends-Cerniwey, City Manager

RIMROCK LANDSCAPES LLC

By:  _____
Chris Hutchens, President

Attest: _____
City Clerk

Approved as to Form:

City Attorney

[Attachment A on following pages]

Attachment A
2026 City Property Groundskeeping Pricing
Project 24-049; Bid Call 2024-03
2026 5% Increase
RIMROCK LANDSCAPES LLC

Schedule A - General Sites										
Item No.	Item Description			Unit	Quantity	2025 Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase	2026 Contract Amount	
City Hall - CHM518.31040650										
1.1	Lawn Maintenance			EA	30	247.50	7,425.00	259.88	7,796.25	
1.2	Property Maintenance			EA	32	137.50	4,400.00	144.38	4,620.00	
1.3	Sprinkler Activation			EA	1	110.00	110.00	115.50	115.50	
1.4	Sprinkler Winterization			EA	1	132.00	132.00	138.60	138.60	
1.5	Sprinkler Maintenance			EA	16	82.50	1,320.00	86.63	1,386.00	
1.6	Spring Cleanup			FA	EST	4,244.90	4,244.90	4,457.15	4,457.15	
1.7	Fall Cleanup			FA	EST	1,819.40	1,819.40	1,910.37	1,910.37	
1.8	Fertilize Lawn			EA	5	495.00	2,475.00	519.75	2,598.75	
1.9	Insecticide Application			EA	5	275.00	1,375.00	288.75	1,443.75	
1-10	Fungicide Application			EA	5	632.50	3,162.50	664.13	3,320.63	
1-11	Core Aeration			EA	1	550.00	550.00	577.50	577.50	
1-12	Misc. Landscaping/Irrigation Repairs			FA	EST	9,702.00	9,702.00	10,187.10	10,187.10	
Library/Hal Holmes - LB572.50049323										
2.1	Lawn Maintenance			EA	30	49.50	1,485.00	51.98	1,559.25	
2.2	Property Maintenance			EA	32	82.50	2,640.00	86.63	2,772.00	
2.3	Sprinkler Activation			EA	1	82.50	82.50	86.63	86.63	
2.4	Sprinkler Winterization			EA	1	82.50	82.50	86.63	86.63	
2.5	Sprinkler Maintenance			EA	16	60.50	968.00	63.53	1,016.40	
2.6	Spring Cleanup			FA	EST	970.20	970.20	1,018.71	1,018.71	
2.7	Fall Cleanup			FA	EST	607.20	607.20	637.56	637.56	
2.8	Miscellaneous Landscaping/Irrigation Repairs			FA	EST	2,750.00	2,750.00	2,887.50	2,887.50	
Ellensburg Police Station - PM521.50219226										
3.1	Property Maintenance			EA	32	110.00	3,520.00	115.50	3,696.00	
3.2	Sprinkler Activation			EA	1	110.00	110.00	115.50	115.50	
3.3	Sprinkler Winterization			EA	1	132.00	132.00	138.60	138.60	
3.4	Sprinkler Maintenance			EA	16	77.00	1,232.00	80.85	1,293.60	
3.5	Spring Cleanup			FA	EST	970.20	970.20	1,018.71	1,018.71	
3.6	Fall Cleanup			FA	EST	607.20	607.20	637.56	637.56	
3.7	Misc. Landscaping/Irrigation Repairs			FA	EST	2,750.00	2,750.00	2,887.50	2,887.50	
Schedule "A" Subtotal Schedule "A" Sales Tax (8.6%) Schedule "A" Total						55,622.60				58,403.73
						4,783.54				5,022.72
						60,406.14				63,426.45

Schedule B - Stormwater Utility Sites - S535.55045009							2026 Contract		
Item No.	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase	2026 Contract Amount	2026 Contract Amount	
Third Avenue Swales									
1.1	Lawn Maintenance	EA	30	71.50	2,145.00	75.08	2,252.25	2,252.25	
1.2	Sprinkler Activation	EA	1	82.50	82.50	86.63	86.63	86.63	
1.3	Sprinkler Winterization	EA	1	110.00	110.00	115.50	115.50	115.50	
1.4	Sprinkler Maintenance	EA	16	77.00	1,232.00	80.85	1,293.60	1,293.60	
Dolarway Swales									
2.1	Lawn Maintenance	EA	30	121.00	3,630.00	127.05	3,811.50	3,811.50	
2.2	Sprinkler Activation	EA	1	110.00	110.00	115.50	115.50	115.50	
2.3	Sprinkler Winterization	EA	1	137.50	137.50	144.38	144.38	144.38	
2.4	Sprinkler Maintenance	EA	16	77.00	1,232.00	80.85	1,293.60	1,293.60	
Mountain View Swales									
3.1	Lawn Maintenance	EA	30	346.50	10,395.00	363.83	10,914.75	10,914.75	
3.2	Sprinkler Activation	EA	1	302.50	302.50	317.63	317.63	317.63	
3.3	Sprinkler Winterization	EA	1	440.00	440.00	462.00	462.00	462.00	
3.4	Sprinkler Maintenance	EA	16	159.50	2,552.00	167.48	2,679.60	2,679.60	
Rotary Park Swales									
4.1	Lawn Maintenance	EA	30	121.00	3,630.00	127.05	3,811.50	3,811.50	
4.2	Sprinkler Activation	EA	1	110.00	110.00	115.50	115.50	115.50	
4.3	Sprinkler Winterization	EA	1	110.00	110.00	115.50	115.50	115.50	
4.4	Sprinkler Maintenance	EA	16	77.00	1,232.00	80.85	1,293.60	1,293.60	
Idaho Avenue Swale									
5.1	Lawn Maintenance	EA	15	82.50	1,237.50	86.63	1,299.38	1,299.38	
Water Street Swales									
6.1	Lawn Maintenance	EA	15	82.50	1,237.50	86.63	1,299.38	1,299.38	
Center Point Business Park - S5531.351253505									
7.1	Lawn Maintenance	EA	30	104.50	3,135.00	109.73	3,291.75	3,291.75	
7.2	Sprinkler Activation	EA	1	82.50	82.50	86.63	86.63	86.63	
7.3	Sprinkler Winterization	EA	1	115.50	115.50	121.28	121.28	121.28	
7.4	Sprinkler Maintenance	EA	16	77.00	1,232.00	80.85	1,293.60	1,293.60	
Ridgeview Swale									
8.1	Lawn Maintenance	EA	15	55.00	825.00	57.75	866.25	866.25	
Main Street Extension Swales									
9.1	Property Maintenance	EA	32	82.50	2,640.00	86.63	2,772.00	2,772.00	
9.2	Sprinkler Activation	EA	1	82.50	82.50	86.63	86.63	86.63	
9.3	Sprinkler Winterization	EA	1	82.50	82.50	86.63	86.63	86.63	
9.4	Sprinkler Maintenance	EA	16	66.00	1,056.00	69.30	1,108.80	1,108.80	
9.5	Sterilization & Pre-emergent Treatment	EA	2	264.00	528.00	277.20	554.40	554.40	
Willow Street Swales - S5531.351253505									
10.1	Property Maintenance	EA	32	121.00	3,872.00	127.05	4,065.60	4,065.60	
10.2	Sprinkler Activation	EA	1	165.00	165.00	173.25	173.25	173.25	
10.3	Sprinkler Winterization	EA	1	236.50	236.50	248.33	248.33	248.33	
10.4	Sprinkler Maintenance	EA	16	99.00	1,584.00	103.95	1,663.20	1,663.20	
10.5	Sterilization & Pre-emergent Treatment	EA	2	275.00	550.00	288.75	577.50	577.50	

Schedule D - Electrical Utility Sites - L5335383348000									
Item No.	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase	2026 Contract Amount	2026 Unit Price 5% Increase	2026 Contract Amount
Helena Substation									
1.1	Lawn Maintenance	EA	30	77.00	2,310.00	80.85	2,425.50		
1.2	Property Maintenance	EA	30	82.50	2,475.00	86.63	2,598.75		
1.3	Sprinkler Activation	EA	1	71.50	71.50	75.08	75.08		
1.4	Sprinkler Winterization	EA	1	88.00	88.00	92.40	92.40		
1.5	Sprinkler Maintenance Check	EA	16	55.00	880.00	57.75	924.00		
1.6	Sterilization & Pre-emergent Treatment	EA	1	275.00	275.00	288.75	288.75		
1.7	Misc. Landscaping/Irrigation Repairs	EST	1	3,638.80	3,638.80	3,820.74	3,820.74		
Renewable Energy Park L53320N3330000									
2.1	Sterilization & Pre-emergent Treatment	EA	1	1,650.00	1,650.00	1,732.50	1,732.50		
East Ellensburg Substation									
3.1	Sterilization & Pre-emergent Treatment	EA	1	715.00	715.00	750.75	750.75		
Dolarway Substation & Pole Yard									
4.1	Sterilization & Pre-emergent Treatment	EA	1	1,100.00	1,100.00	1,155.00	1,155.00		
Access Area, East of Dolarway Substation									
5.1	Sterilization & Pre-emergent Treatment	EA	1	275.00	275.00	288.75	288.75		
"D" Street Switching Station									
6.1	Sterilization & Pre-emergent Treatment	EA	1	275.00	275.00	288.75	288.75		
Chestnut Street Switching Station									
7.1	Sterilization & Pre-emergent Treatment	EA	1	275.00	275.00	288.75	288.75		
Schedule "D" Subtotal					14,028.30		14,729.72		
Schedule "D" Sales Tax (8.6%)					1,206.43		1,266.76		
Schedule "D" Total					15,234.73		15,996.47		

Schedule E - Natural Gas Utility Sites - G53355R2355001									
Item No.	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase	2026 Contract Amount	2026 Unit Price 5% Increase	2026 Contract Amount
3261 Kittitas Highway									
1.1	Sterilization & Pre-emergent Treatment	EA	1	220.00	220.00	231.00	231.00		
1012 Seattle Avenue									
2.1	Sterilization & Pre-emergent Treatment	EA	1	220.00	220.00	231.00	231.00		
Schedule "E" Sub-Total					440.00		462.00		
Schedule "E" Sales Tax (8.6%)					37.84		39.73		
Schedule "E" Total					477.84		501.73		

Schedule F - IT Sites - T532.10.2240						
Item No.	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase
Craig's Hill Telecom Hut						
1.1	Sterilization & Pre-emergent Treatment	EA	1	\$ 220.00	220.00	231.00
Dolanway Hut						
2.1	Sterilization & Pre-emergent Treatment	EA	1	\$ 220.00	220.00	231.00
Schedule "F" Subtotal					440.00	
Schedule "F" Sales Tax (8.6%)					37.84	
Schedule "F" Total					477.84	
						462.00
						39.73
						501.73

Change Order #3 - Schedule B						
Item	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase
N Pfennig Road Swale						
CO.3.1	Property Maintenance	EA	32	\$ 104.50	\$ 3,344.00	109.73
CO.3.2	Sprinkler Activation	EA	1	\$ 110.00	\$ 110.00	115.50
CO.3.3	Sprinkler Winterization	EA	1	\$ 165.00	\$ 165.00	173.25
CO.3.4	Sprinkler Maintenance	EA	16	\$ 77.00	\$ 1,232.00	80.85
CO.3.5	Sterilization & Pre-emergent Treatment	EA	2	\$ 220.00	\$ 440.00	231.00
Brick Road Swale						
CO.3.6	Property Maintenance	EA	32	\$ 104.50	\$ 3,344.00	109.73
CO.3.7	Sprinkler Activation	EA	1	\$ 165.00	\$ 165.00	173.25
CO.3.8	Sprinkler Winterization	EA	1	\$ 236.50	\$ 236.50	248.33
CO.3.9	Sprinkler Maintenance	EA	16	\$ 99.00	\$ 1,584.00	103.95
CO.3.10	Sterilization & Pre-emergent Treatment	EA	2	\$ 275.00	\$ 550.00	288.75
Change Order #3 Subtotal					11,170.50	
Change Order #3 Sales Tax (8.6%)					960.66	
Change Order #3 Total					12,131.16	
						11,729.03
						1,008.70
						12,737.72

Change Order #4 - Schedule A						
Item	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase
CO.4.1	City Hall Bid Item 1.1 Cost Increase for Lawn Bagging	LS	1	2,320.73	2,320.73	2,436.77
Change Order #4 Subtotal					2,320.73	
Change Order #4 Sales Tax (8.6%)					199.58	
Total Change Orders #4					2,520.31	
						2,436.77
						209.56
						2,646.33

Change Order #7 - Parking Lot at 7th Ave and Pearl Street & Bid Item Unit Cost Correction for Brick Road Swale						
Item	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase
Parking Lot at 7th Ave and Pearl St - Weekly Maintenance						
CO.7.1	Lawn Maintenance	EA	30	\$ 65.00	\$ 1,950.00	68.25
CO.7.2	Property Maintenance	EA	32	\$ 90.00	\$ 2,880.00	94.50
CO.7.3	Sprinkler Activation	EA	1	\$ 125.00	\$ 125.00	131.25
CO.7.4	Sprinkler Winterization	EA	1	\$ 125.00	\$ 125.00	131.25
CO.7.5	Sprinkler Maintenance	EA	16	\$ 80.00	\$ 1,280.00	84.00
CO.7.6	Spring Cleanup	FA	EST	\$ 2,000.00	\$ 2,000.00	2,100.00
CO.7.7	Fall Cleanup	FA	EST	\$ 1,000.00	\$ 1,000.00	1,050.00
CO.7.8	Fertilize Lawn	EA	4	\$ 85.00	\$ 340.00	89.25
CO.7.9	Sterilization & Pre-emergent Treatment	EA	2	\$ 220.00	\$ 440.00	231.00
Parking Lot at 7th Ave and Pearl St - Landscape Rehabilitation						
CO.7.10	Landscape Rehabilitation	LS	1	\$ 4,575.00	\$ 4,575.00	4,803.75
Correction to Change Order #3 Bid Item CO.3.6 Unit Cost for Brick Road						
CO.7.11	Property Maintenance	LS	1	\$ 528.00	\$ 528.00	554.40
Change Order #7 Subtotal					15,243.00	16,005.15
Change Order #7 Sales Tax (8.6%)					1,310.90	1,376.44
Change Order #6 Total					16,553.90	17,381.59

Change Order #11 - 11th Avenue & Water Street Swale Maintenance June - November 2025; Stormwater Department						
Item	Item Description	Unit	Quantity	Unit Price	2025 Contract Amount	2026 Unit Price 5% Increase
Monthly Maintenance for June - November 2025						
CO.11.1	String Trimming & Debris/Trash Pick Up & Removal	EA	6	\$ 110.00	\$ 660.00	115.50
Change Order #11 Subtotal						
Change Order #11 Sales Tax (8.6%)					660.00	693.00
Change Order #11 Total					56.76	59.60
					716.76	752.60

Total Sch A, B, C, D, E, F, Change Orders 3, 4, 7, 10 & 11

224,120.13
x5% 235,326.14

235,326.14

October 23, 2025

City Of Ellensburg Public Works

To Whom It May Concern,

Rimrock Landscapes enjoyed working with the City of Ellensburg once again this year. We would like to request a contract extension for an additional year of groundskeeping. We propose a five percent increase in cost to cover our labor, fuel and supplies. Thank you for considering this contract extension.

Sincerely,

Chris Hutchens

Rimrock Landscapes



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Professional Services Agreement – Wastewater Treatment Plant Improvements
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works

Suggested Motion/Action:

Authorize the City Manager to sign the attached professional services agreement with HLA Engineering and Land Surveying, LLC to complete the design and preparation of construction bid documents for the Wastewater Treatment Plant Improvements project and approve the necessary supplemental budget adjustment.

Background/Summary:

The agreement is to provide professional engineering and design services for construction of improvements at the City's Wastewater Treatment Plant (WWTP). The project will include installation of supplemental aeration for the existing aeration basins, electrical upgrades to provide a new electrical feed to the electrical switch gear, and replacement of the aeration motor control centers (MCC's). Additionally, a feasibility study will evaluate a septic tank hauler's proposal to discharge waste to the WWTP.

Previous Council Action:

None

Analysis:

Staff went through a qualifications-based consultant selection process. The proposed Professional Services Agreement has been negotiated for consideration in the amount of \$165,000, including \$15,000 in management reserve.

Financial Impact:

Adequate budget for the proposed agreement exists within the City Sewer fund.

Budget Adjustment: No

Attachments:

1. 2025-10-28 25187E WWTP Improvements - City of Ellensburg - Professional Services Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
HLA ENGINEERING AND LAND SURVEYING, INC.**

RELATING TO: WASTEWATER TREATMENT PLANT (WWTP) IMPROVEMENTS

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and HLA ENGINEERING AND LAND SURVEYING, INC., a Corporation/LLC/Sole Proprietorship authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the WWTP Improvements project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through April 30, 2026. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the

Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$15,000. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$150,000. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the

State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the

establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute a Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are

performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 2.2 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required

to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

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

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.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

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

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

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

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

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

16.5. Other Insurance Provisions. The insurance policies are to contain, or be

endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

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

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured and primary coverage endorsements, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancelation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Public Works Department
Attention: Derek Mayo, City Engineering Services Manager
501 N. Anderson Street
Ellensburg, WA 98926

HLA Engineering and Land Surveying, Inc.
Benjamin A. Annen, PE, Vice President
2803 River Road
Yakima, WA 98902

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: 

Printed Name: Benjamin A. Annen

Title: Vice President

Tax ID#: 91-1237188

THE CITY OF ELLENSBURG:

By: _____

Printed Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SCOPE OF WORK

City of Ellensburg
WWTP Improvements
HLA Project No. 25187E

PROJECT DESCRIPTION:

The City of Ellensburg (CITY) seeks professional engineering services regarding the construction of improvements to its Wastewater Treatment Plant (WWTP). Work for the first task is expected to include professional engineering services for the installation of supplemental aeration for the existing aeration basins and electrical upgrades to provide a new electrical feed to the electrical switchgear and to replace the aeration motor control centers (MCCs). A second task will include completion of a feasibility study evaluating a septic tank hauler's proposal to discharge waste to the WWTP.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services for the WWTP Improvements (PROJECT). HLA services shall include the following:

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.
- 1.5 Maintain PROJECT files for CITY review.
- 1.6 Coordinate PROJECT reviews/approvals with controlling authorities, including the CITY, Department of Ecology, and U.S. Environmental Protection Agency (EPA).
- 1.7 Attend up to two (2) CITY Council meetings to address technical aspects of the work related to scope, design, construction, and schedule.

2.0 Design Engineering – WWTP Improvements

- 2.1 Land Survey.

- a. Coordinate and provide the services of a private utility locate company to identify and mark the horizontal location of existing underground WWTP process piping, power, and communications lines within the project area to verify as-built conditions. Up to one (1) day of private utility locate services is included in the scope of work. If additional days are required, they will be provided as additional services. No excavations will occur by HLA to determine vertical locations.
- b. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications.
- c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. No title reports are anticipated to be ordered. If required, title reports will be ordered by HLA and paid for by the CITY.

2.2 30% Plans and Estimate.

- a. Perform review of WWTP record drawings, reports, and operational data provided by the CITY.
- b. Perform field investigations necessary to design the identified improvements.
- c. Prepare and provide 30% plans and a cost estimate of improvements for review and comment by the CITY.

2.3 60% Plans and Estimate.

- a. Attend a review meeting with the CITY to address and resolve 30% review comments and address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
- b. Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the CITY.

2.4 90% Plans, Specifications and Estimate.

- a. Attend a review meeting with the CITY to address and resolve 60% review comments.
- b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the CITY.
- c. Perform quality assurance and quality control (QA/QC) review of all 90% documents.
- d. Assist CITY with pre-purchase/procurement of long lead time equipment, if necessary. Provide CITY with plans and equipment specifications necessary to obtain quotes for long lead-time equipment. Review and evaluate quotes received by CITY and make recommendations to CITY regarding acceptance of equipment quotes received. Review and comment on equipment submittals

provided by supplier and/or manufacturer for long lead-time equipment accepted by the CITY. Incorporate approved submittal document information into final design for publicly bid improvements. It is anticipated that pre-purchased equipment will be procured via a cooperative purchasing agreement (piggyback purchase) or minimal competition process, and no bid advertisement or contract document bid package will be required. If a bid advertisement is required, preparation of contract documents for the competitive procurement of long lead-time equipment will be considered additional services.

2.5 Final Plans, Specifications, and Estimate.

- a. Attend a review meeting with the CITY to address and resolve 90% review comments.
- b. Address CITY review comments and QA/QC comments, and prepare final plans, specifications, and estimate.
- c. Provide final plans and specifications to the CITY in PDF format suitable for printing and use at the time of bid advertisement. It is anticipated that HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
- d. Prepare advertisement for bids. Coordinate with CITY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the CITY. All advertising fees are to be paid by the CITY.

3.0 Electrical Engineering – WWTP Improvements

- 3.1 Complete electrical power distribution and SCADA control systems designs for new aeration equipment as well as upgrades to the existing electrical power distribution and controls to bring SCADA, power, and automation control to the existing aerators.
- 3.2 Evaluation of generator backup addition requirements for the aeration system with input from the Owner. If a generator is required, design will be completed to integrate the generator into the electrical power distribution.
- 3.3 Generate Electrical drawings for the designs stated in this Task 3.
- 3.4 Generate Electrical bid specifications

4.0 Design Engineering – Septic Hauler Connection Study

- 4.1 Review available wastewater treatment plant plans and studies to determine the treatment capacity of the WWTP and the projected 20-year flows and loadings to the WWTP.
- 4.2 Discuss planning-level operating estimates with potential CITY customer to estimate proposed effluent flows and loadings to CITY WWTP.

- 4.3 Prepare a draft study detailing the feasibility of allowing the potential customer to operate with a discharge to WWTP, recommendation of requirements that the CITY should impose, and determination of capital improvements that may be required because of the new customer.
- 4.4 Submit draft of study to CITY and revise to address comments and questions.
- 4.5 Submit final study to CITY.

5.0 Bidding Support – WWTP Improvements

- 5.1 Notify funding agency, approving authority(ies), utility companies, and plan centers of the PROJECT posting. CITY to post bid documents and create and maintain a planholder list on CITY website.
- 5.2 Answer questions and/or supply information as requested by prospective bidders.
- 5.3 Prepare and issue addenda to contract documents, if necessary.
- 5.4 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award

6.0 Construction Engineering

Construction engineering will be added to the contract as an amendment to this agreement when the CITY moves forward with construction.

Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Agreement.

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
- Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals (30%, 60%, 90%) shall be reviewed by the CITY, and comments returned to HLA within two (2) weeks of each submittal.
- Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- Pay for advertising, notices, or other publications as may be required.

- The CITY shall provide any existing right-of-way files that are pertinent to the design. No right-of-way acquisition is planned as part of the PROJECT. No temporary construction easements (TCE's) are expected for the PROJECT. Assistance with right-of-way processes can be provided and billed as Additional Services, as directed by the CITY.

EXHIBIT B

SCHEDULES FOR THE WORK

City of Ellensburg
WWTP Improvements
HLA Project No. 25187E

It is anticipated that the following schedule will be followed for the completion of the Project. The schedule may be modified as mutually agreed during the Project Kickoff Meeting between the CITY and the Consultant:

WWTP Improvements		
	Working Days	Date
City Contract Execution		11/03/2025
30% Design Plans Submittal	27	12/10/2025
60% P&E Submittal	23	01/14/2026
90% PS&E Submittal	22	02/13/2026
Final PS&E Submittal	20	03/13/2026
Provide Bid Advertisement to City	2	03/17/2026
Bid Opening (by City)	16	04/08/2026
Project Award	8	04/20/2026

Septic Hauler Connection Study		
	Working Days	Date
City Contract Execution		11/03/2025
Draft for City Review	72	02/13/2026
Final Study	42	04/15/2026

EXHIBIT C

SCHEDULE OF RATES FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2025, through December 31, 2025

Senior Principal Engineer	\$274.00 per hour
Licensed Principal Engineer	\$245.00 per hour
Licensed Principal Land Surveyor	\$245.00 per hour
Director of Engineering, Construction, Other	\$245.00 per hour
Licensed Professional Engineer	\$221.00 per hour
Other Licensed Professional	\$221.00 per hour
Project Engineer II	\$202.00 per hour
Supervisor of Construction, Planning, Other	\$202.00 per hour
Licensed Professional Land Surveyor	\$199.00 per hour
Planner III	\$185.00 per hour
Project Engineer I	\$181.00 per hour
CAD II	\$180.00 per hour
Contract Administrator III, Administrative III	\$166.00 per hour
Resident Engineer II	\$166.00 per hour
Planner II	\$164.00 per hour
CAD I	\$160.00 per hour
Surveyor II	\$160.00 per hour
Engineering Technician III	\$149.00 per hour
Planner I	\$149.00 per hour
Resident Engineer I	\$149.00 per hour
Surveyor I	\$147.00 per hour
Surveyor on Two-Man Crew	\$141.00 per hour
Contract Administrator II, Administrative II	\$139.00 per hour
Engineering Technician II	\$128.00 per hour
Surveyor on Three-Man Crew	\$123.00 per hour
Contract Administrator I, Administrative I	\$107.00 per hour
Engineering Technician I	\$107.00 per hour
Survey Scanner	\$150.00 per hour
Vehicle Mileage	Federal Rate

Schedule of Rates may be adjusted during the term of this Agreement to the HLA Standard Hourly Rates in effect at the time.



EXHIBIT D

ENGINEER'S HOURLY DESIGN ESTIMATE

Ellensburg WWTP Improvements

HLA Project Number 25187E

Project Role		Project Manager												
Employee Classification		Licensed Principal Engineer	Director of Engineering, Construction, Other	Licensed Professional Engineer	Project Engineer II	Licensed Professional Land Surveyor	CAD II	Administrative III	Surveyor on Two Man Crew	Contract Administrator II	Contract Administrator I	Engineering Technician I	Total Labor Hours	Total Labor Dollars
TASK	RATE	\$245	\$245	\$221	\$202	\$199	\$180	\$166	\$141	\$139	\$107	\$107		
1.0	Project Management	4	2	12	4	1	0	8	0	1	0	0	32	\$6,596
1.1	Project Management, Invoicing, and Controls			8				8					16	\$3,096
1.2	Project Team Coordination Meetings	4	2	4	4	1				1			16	\$3,500
2.0	Design Engineering - WWTP Improvements	14	8	78	80	4	32	4	16	24	0	0	260	\$51,600
2.1	Land Survey			2	4	4			16				26	\$4,302
2.2	30% Plans and Estimate	4	2	20	20		8						54	\$11,370
2.3	60% Plans and Estimate	4	2	20	20		8						54	\$11,370
2.4	90% Plans, Specifications, and Estimate	4	2	20	20		8	4		20			78	\$14,814
2.5	Final Plans and Estimate	2	2	16	16		8			4			48	\$9,744
3.0	Electrical Engineering - WWTP Improvements	8	0	20	20	0	0	0	0	0	0	0	48	\$10,420
3.1	Coordinate Electrical Design with Connetix	8		20	20								48	\$10,420
4.0	Design Engineering - Septic Hauler Connection Study	3	0	28	72	0	0	6	0	0	0	0	109	\$22,463
4.1	Review available information	1		8	8								17	\$3,629
4.2	Prepare study	1		16	40			4					61	\$12,525
4.3	Integrate City comments	1		4	24			2					31	\$6,309
5.0	Bidding Support	0	0	8	8	0	0	1	0	12	0	0	29	\$5,218
5.1	Create and maintain planholder list									2			2	\$278
5.2	Address questions from prospective bidders			4	4								8	\$1,692
5.3	Prepare addenda			2	2			1		2			7	\$1,290
5.4	Participate in bid opening and award process			2	2					8			12	\$1,958
Total Hours		29	10	146	184	5	32	19	16	37	0	0	478	
Total Labor		\$7,105	\$2,450	\$32,266	\$37,168	\$995	\$5,760	\$3,154	\$2,256	\$5,143	\$0	\$0		\$96,297
DIRECT NON-SALARY EXPENSES														

VOUCHER APPROVAL

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

Jerica Pascoe

Digitally signed by Jerica Pascoe
Date: 2025.11.10 14:34:04 -08'00'

AUDITING OFFICER

DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **17TH DAY OF NOVEMBER 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	172091	TO	172295	\$ 520,943.90
EFT #'s	7682	TO	7706	\$ 311,016.50
Treasure Cash				Total Amounts
EFT #'S	1454	TO	1475	\$ 352,827.19
Check #'s	34469	TO	34485	\$ 2,070.69
Payroll Fund				Total Amounts
Check #'s	96518	TO	96522	\$ 6,934.41
Direct Deposits	88761	TO	89014	\$ 565,160.95

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Flock Network Update (Public Comment Opportunity)
Submitted by: Ken Wade, Police Chief
Department: Police

Suggested Motion/Action:
For information only

Background/Summary:
In August of 2024, Council approved the 2-year Flock network contract agreement and spending authority for 13 cameras.

Previous Council Action:
Council requested an update on the Flock Network after the first year.

Analysis:
During the year, Officers of the Ellensburg Police Department utilized the network in at least 81 separate instances, which included locating a child sexual assault suspect in California, recovering a stolen vehicle and resolving several hit-and-run collisions. Multiple other types of cases have been, and will be resolved successfully based on utilization as designed.

Financial Impact:
None

Budget Adjustment: No

Attachments:
1. 1 year council update- Flock

Flock System Update



1

1

Flock update

- There are 13 cameras being utilized in the city
- Currently, there are networks in the County (19 cameras), Cle elum(6 cameras) and Kittitas(8 cameras) also being utilized.
- About 1.7 million vehicles go through our network each month.



2

2

Flock Update

- During the month of October, Officers at EPD conducted 186 searches for a range of LE related topics such as hit and run, fraud, theft and stolen vehicles. Less often used for MHP crisis, and diminished capacity.
- Officers received 2,740 Hotlist hits from Flock reporting over the last year.
- 690 times stolen plates were reported.
- 311 times stolen vehicles were reported.
- 11 times missing or endangered persons were reported.



3

3

Flock Success

- In July we were advised by another agency that there was probable cause to arrest a subject for 6 counts of violating a domestic violence no contact order as well as unlawful possession of a firearm, and other charges. That vehicle was apprehended due to a Flock hit within one and a half hours of entry on a hotlist.



4

4

Flock Success

- On 07/14/2025, a victim found her vehicle had been struck while parked on Water street with vehicle parts left behind, which identified the running vehicle as a Honda CRV. Officers used that information to search the network, and were able to get a vehicle plate. This led to the location of the vehicle and driver. Insurance information was collected and the driver was summonsed for Hit and Run.



5

5

Flock Success

- On 07/28/2025 a Flock hit was distributed to on-duty patrols regarding a stolen vehicle passing through Ellensburg which had been reported in Yakima the prior week.
- An officer was able to locate the vehicle on University Way, verify the plate with Kittcom and keep it under surveillance until sufficient backup officers arrived. The stolen vehicle and suspect were both recovered.



6

6

UW Paper on Flock

- Questions have been posed by a recent University of Washington paper couched as research but was largely an editorial column written about Flock. The concerns there? ICE access to Flock search.
- No- Ellensburg PD does not provide access to its network for ICE to use in immigration enforcement.
- Yes- it is used for law enforcement criminal and community caretaking functions. (suicidal, mental health and missing person cases)



7

7

Flock as a tool

- The fear regarding this tool being used by federal agencies has led to overstating the problem.
 - New tools used by LE to increase safety and reduce risk to the public often come under scrutiny by activist groups.
- We do not participate in any task force that may have what has been termed as back or side door access. We currently allow in-state search only. We may re-address national search once we are assured of guardrails.

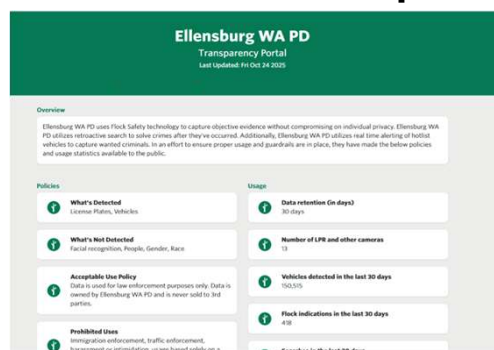


8

8

Flock Transparency

- Our public transparency page is located on the city's website under Police Department, in quick links



City of
Ellensburg
WASHINGTON

9

9

In summary...

- Flock has been used or mentioned in at least 81 incident reports over the last year and has led to several successful arrests, and recoveries.
- Use by officers has been completely within policy.
- New tools often come with new issues. We will continue to monitor our system and the wider issues over the coming year.



City of
Ellensburg
WASHINGTON

10

10



CENTRAL WASHINGTON UNIVERSITY

September 24, 2025

Heidi Behrends Cerniwey
Office of the City Manager
501 N Anderson Street
Ellensburg, WA 98926

RE: Nomination for CWU Representative to **Transportation Advisory Committee**

Dear Heidi and Ellensburg City Councilmembers,

Central Washington University would like to nominate Michael Montgomery, Director of University Recreation, to serve as the CWU representative on the Transportation Advisory Committee.

Please feel free to contact me with any questions.

Sincerely,

Dr. Dania Cochran
Chief of Staff / Secretary to the Board of Trustees
Office of the President
Dania.cochran@cwu.edu

Office of the President

400 E University Way • Ellensburg WA 98926-7501 • Office: 509-963-2111
Barge 314 • Email: CWU.President@cwu.edu • Web: cwu.edu/president
EEO/AA/TITLE IX INSTITUTION • FOR ACCOMMODATION EMAIL: DS@CWU.EDU.
This is an electronic communication from Central Washington University.



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: (Public Hearing) Mid-Biennial Review and First Reading of Ordinance 4976 - 2025/2026 Supplemental Budget (Public Comment Opportunity)

Submitted by: Keith Bassett, Assistant Finance Director

Department: Finance

Suggested Motion/Action:

Conduct Public Hearing and approve First Reading of Ordinance 4976 amending the 2025/2026 Biennial Budget.

Background/Summary:

All Washington cities that adopt a biennial budget must conduct a "Mid-Biennial Review" process to amend the budget in advance of the second year of the biennium. The proposed supplemental budget is a routine budget amendment that meets the procedural requirements of a Mid-Biennial Review. The ordinance principally amends the 2025/2026 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action since the prior supplemental budget. In addition, it makes other modifications to the Biennial Budget as proposed by the City Manager.

Previous Council Action:

Council adopted the 2025/2026 Biennial Budget via Ordinance 4950 on December 2, 2024, appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2025. Council amended the budget via Ordinance 4958 on March 17, 2025, and Ordinance 4970 on September 2, 2025. Council held a public hearing on 2026 General Fund revenue sources on November 3, 2025. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:

Since the prior supplemental budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes that have come before Council since the approval of the first supplemental budget include state grant pass-through expenditures in support of the Pathways project and IBEW Collective Bargaining Agreement budget impacts.

Additional items in the proposed ordinance include:

- Carry-forward of 2025 savings to engage consultants for priority-driven budget process and performance measurement consultant services to develop the 2027-2028 Biennial Budget in 2026.
- Grant-funded crime prevention equipment for the Police Department.
- Aquatics facility pre-design planning services and pool facility reuse study services.
- Payment from sales tax reserve fund to the IT Internal Services Fund to build financial capacity for the ongoing Enterprise Resource Planning(ERP) Software replacement project.
- Non-represented employee market adjustment to maintain competitive wages.
- Expenditure authority for deployment of Peregrine analytical software service for the Police Department.
- Incremental increase to law enforcement overtime costs and mandated cost share of the basic law enforcement academy.
- Reprogram matching funds for an unsuccessful grant match to instead fund N. Alder St. Park Splash Pad in 2026.
- Carry forward construction of the West Ellensburg Park playground to 2026 and acknowledge a donation from the Morning Rotary Club in support of that project.
- Additional expenditure authority in the Natural Gas Utility Fund to provide capacity for further participation on Cap-and-Invest auctions for 2025.

Other new items in these amendments include:

- 2026 employee benefit cost changes.
- Relatively minor increases for escalating costs of contracted goods and services.
- Additional budget to accommodate supplies, equipment and workspaces for new positions added when the budget was originally adopted.
- Cleanup of principal and interest payment budget for the grant anticipation interfund loan for the Arterial Street Fund.
- An update to anticipated unemployment insurance costs for 2025.

Several items reflect opportunities to close out funds held for particular purposes, specifically expenditure authority to allow closeout of funds previously held to guarantee Local Improvement District (LID) debt service, which was paid off in 2025, and to repatriate funds held by the Health & Benefits Fund to the original contributing fund of the City, now that the self insurance program has concluded.

The Mid-Biennial Review recognizes updated revenue forecasts throughout.

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

Financial Impact:

The proposed ordinance increases total budgeted 2025 expenditures by approximately \$2.9 million and revenue by approximately \$7.0 million . The effect of the proposed ordinance increases the anticipated 2025 ending fund balance by approximately \$4.1 million.

The proposed ordinance increases total budgeted 2026 expenditures by approximately \$276,000, and decreases total budgeted 2026 revenue by \$549,000 and increases the total anticipated 2026 ending fund balances by \$4.34 million. The proposed amendments maintain anticipated 2025 and 2026 ending fund balances within required fund balance thresholds.

Budget Adjustment: No

Attachments:

1. Table 1- Supplemental Budget Items by Fund
2. Tables 2 & 3- Supplemental Budget Impact by Fund
3. Ordinance 4976- 2025-2026 Mid-Biennial Review - Supplemental Budget (First Reading)
4. Exhibits A & B- 2025-2026 Biennial Budget as Amended

Table 1 - Supplemental Items by Fund (First Reading)

Fund/Item	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
General Fund							
Beginning Fund Balance Update	\$0	\$0	\$0	\$1,036,120	\$0	\$0	\$1,036,120
Professional Services Cost Escalation					0	26,725	-26,725
General Fund Revenue Projection Update	862,294	0	862,294		94,393	0	94,393
Meter Reading Device Costs (Carryforward)	0	10,652	-10,652				
Utility Payment Processing Fees (Customers on AutoPay and P	0	10,000	-10,000				
Pool Facility Reuse Study					50,000	50,000	0
Performance Driven Budget (Partial Carryforward)					0	45,000	-45,000
Crime Prevention Equipment - Grant Funding	43,478	0	43,478		0	43,478	-43,478
Non-Represented Market Adjustment					0	156,020	-156,020
PERS Plan 2 & 3 Contribution Rate Update					0	-282,464	282,464
Kittitas County Library Share					7,000	0	7,000
Prosecution Services Agreement					25,000	25,000	0
Local Improvement District (LID) Guarantee Fund Closeout	163,000	0	163,000				
Employee Medical Benefit Cost Escalation					0	36,430	-36,430
General Fund Transfers Cleanup					0	-700,000	700,000
ERP Staffing Supplies and Equipment	0	2,000	-2,000				
Finance Space Use Improvements	0	10,000	-10,000				
General Fund Total	1,068,772	32,652	1,036,120	1,036,120	176,393	-599,811	1,812,324
General Sub-Funds							
Sales Tax Fund							
Beginning Fund Balance Update				2,286,320	0	0	2,286,320
General Fund Revenue Projection Update	2,286,320	0	2,286,320				
Pool Facility Reuse Study					0	50,000	-50,000
General Fund Transfers Cleanup					0	200,000	-200,000
ERP Project General Fund Payment					0	500,000	-500,000
Sales Tax Fund Total	2,286,320	0	2,286,320	2,286,320	0	750,000	1,536,320
Fire Relief & Pension Trust Fund							
Employee Medical Benefit Cost Escalation					0	1,271	-1,271
Fire Relief & Pension Trust Fund Total				0	0	1,271	-1,271
General Sub-Funds Total	2,286,320	0	2,286,320	2,286,320	0	751,271	1,535,049
Special Revenue Funds							
Street Fund							
Non-Represented Market Adjustment					0	1,197	-1,197
PERS Plan 2 & 3 Contribution Rate Update					0	-26,962	26,962
Employee Medical Benefit Cost Escalation					0	76	-76
Street Fund Total				0	0	-25,689	25,689

Fund/Item	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Arterial Street Fund							
Beginning Fund Balance Update				170,000	0	0	170,000
Arterial Street (Interfund Loan Correction)	170,000	0	170,000		0	-355,813	355,813
General Fund Transfers Cleanup					-500,000	0	-500,000
Gateway I Final Project Reconciliation					106,567	0	106,567
Arterial Street Fund Total	170,000	0	170,000	170,000	-393,433	-355,813	132,380
Ellensburg Public Transit Fund							
Beginning Fund Balance Update				578,063	0	0	578,063
Revenue Projection Update	578,063	0	578,063				
Non-Represented Market Adjustment					0	4,336	-4,336
PERS Plan 2 & 3 Contribution Rate Update					0	-4,456	4,456
Employee Medical Benefit Cost Escalation					0	603	-603
Gateway I Final Project Reconciliation					4,195	0	4,195
Ellensburg Public Transit Fund Total	578,063	0	578,063	578,063	4,195	483	581,775
Criminal Justice Fund							
Beginning Fund Balance Update				0	0	0	0
KITTCOM Dispatcher Support Overtime	36,314	36,314	0				
Reinstatement of Basic Law Enforcement Academy Funding					0	22,185	-22,185
Peregrine Analytical Software Service					0	35,000	-35,000
Non-Represented Market Adjustment					0	7,983	-7,983
PERS Plan 2 & 3 Contribution Rate Update					0	-7,586	7,586
Police Overtime Cost Escalation					0	19,500	-19,500
Prosecution Services Agreement					0	25,000	-25,000
Axon Cost Escalation - Taser, Body Worn Camera, In-car Video					0	16,000	-16,000
Employee Medical Benefit Cost Escalation					0	1,832	-1,832
Criminal Justice Fund Total	36,314	36,314	0	0	0	119,914	-119,914
Park Acquisition and Improvement Fund							
Reprogram to N. Alder St. Park Splash Pad					0	302,800	-302,800
Reprogram from Tennis Court Grant Match					0	-302,800	302,800
Park Acquisition and Improvement Fund Total				0	0	0	0
Affordable Housing Fund							
Beginning Fund Balance Update				513,444	0	0	513,444
Revenue Projection Update	265,594	0	265,594				
Administrative Adjustments	0	0	0				
CHIP Grant Passthrough Pathways	829,875	829,875	0				
Legal Costs for housing projects & Consultant Support for Hou	0	14,150	-14,150		0	50,000	-50,000
Unbudget placeholder amounts	0	-262,000	262,000		0	-300,000	300,000
Affordable Housing Fund Total	1,095,469	582,025	513,444	513,444	0	-250,000	763,444
Special Revenue Funds Total	1,879,846	618,339	1,261,507	1,261,507	-389,238	-511,105	1,383,374

Fund/Item	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Debt Service Funds							
LID Guarantee Fund							
Beginning Fund Balance Update				-158,508	0	0	-158,508
Local Improvement District (LID) Guarantee Fund Closeout	4,492	163,000	-158,508		-4,000	0	-4,000
LID Guarantee Fund Total	4,492	163,000	-158,508	-158,508	-4,000	0	-162,508
Debt Service Funds Total	4,492	163,000	-158,508	-158,508	-4,000	0	-162,508
Capital Projects Funds							
Fieldhouse Development Fund							
Beginning Fund Balance Update				1,760,931	0	0	1,760,931
Revenue Projection Update	1,760,931	0	1,760,931				
Fieldhouse Development Fund Total	1,760,931	0	1,760,931	1,760,931	0	0	1,760,931
Recreational Facilities Fund (REET II)							
Aquatic Facility Pre-design & Analysis					0	100,000	-100,000
W. Ellensburg Park Playground Morning Rotary Club Contribution					15,500	0	15,500
Carryforward W. Ellensburg Park Playground					0	150,000	-150,000
Misc. Park Capital Improvements					0	75,000	-75,000
Recreational Facilities Fund (REET II) Total				0	15,500	325,000	-309,500
Capital Projects Funds Total	1,760,931	0	1,760,931	1,760,931	15,500	325,000	1,451,431
Enterprise Funds							
Stormwater Utility Fund							
Non-Represented Market Adjustment					0	2,687	-2,687
PERS Plan 2 & 3 Contribution Rate Update					0	-9,698	9,698
Employee Medical Benefit Cost Escalation					0	1,476	-1,476
Stormwater Utility Fund Total				0	0	-5,535	5,535
Telecom Utility Fund							
Beginning Fund Balance Update				-2,036	0	0	-2,036
Non-Represented Market Adjustment					0	4,547	-4,547
PERS Plan 2 & 3 Contribution Rate Update					0	-4,674	4,674
Employee Medical Benefit Cost Escalation					0	804	-804
Gateway I Final Project Reconciliation					0	13,865	-13,865
Telecom Business Manager Computer	0	2,036	-2,036				
Telecom Utility Fund Total	0	2,036	-2,036	-2,036	0	14,542	-16,578
Natural Gas Utility Fund							
Beginning Fund Balance Update				-1,612,450	0	0	-1,612,450
Non-Represented Market Adjustment					0	20,696	-20,696
PERS Plan 2 & 3 Contribution Rate Update					0	-53,332	53,332
Employee Medical Benefit Cost Escalation					0	3,147	-3,147
Gateway I Final Project Reconciliation					0	760	-760
Energy Services Compliance Instrument Bid Guarantee	0	1,612,450	-1,612,450				
Natural Gas Utility Fund Total	0	1,612,450	-1,612,450	-1,612,450	0	-28,729	-1,583,721

Fund/Item	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Electric Utility Fund							
Beginning Fund Balance Update				-45,659	0	0	-45,659
IBEW CBA	0	45,659	-45,659		0	119,025	-119,025
Non-Represented Market Adjustment					0	25,219	-25,219
PERS Plan 2 & 3 Contribution Rate Update					0	-77,687	77,687
Employee Medical Benefit Cost Escalation					0	8,701	-8,701
Gateway I Final Project Reconciliation (Placeholder)					0	96,139	-96,139
Electric Utility Fund Total	0	45,659	-45,659	-45,659	0	171,397	-217,056
Water Utility Fund							
Beginning Fund Balance Update				-30,000	0	0	-30,000
Non-Represented Market Adjustment					0	1,964	-1,964
PERS Plan 2 & 3 Contribution Rate Update					0	-28,930	28,930
Employee Medical Benefit Cost Escalation					0	287	-287
Water Treatment Cost Escalation	0	30,000	-30,000				
Water Utility Fund Total	0	30,000	-30,000	-30,000	0	-26,679	-3,321
Waste Water Utility Fund							
Non-Represented Market Adjustment					0	1,580	-1,580
PERS Plan 2 & 3 Contribution Rate Update					0	-37,026	37,026
Employee Medical Benefit Cost Escalation					0	196	-196
Waste Water Utility Fund Total				0	0	-35,250	35,250
Enterprise Funds Total	0	1,690,145	-1,690,145	-1,690,145	0	89,746	-1,779,891
Internal Service Funds							
Shop & Warehouse Fund							
Beginning Fund Balance Update				-170,000	0	0	-170,000
Arterial Street (Interfund Loan Correction)	0	170,000	-170,000				
Non-Represented Market Adjustment					0	3,191	-3,191
PERS Plan 2 & 3 Contribution Rate Update					0	-24,128	24,128
Employee Medical Benefit Cost Escalation					0	458	-458
Shop & Warehouse Fund Total	0	170,000	-170,000	-170,000	0	-20,479	-149,521
General Facilities Fund							
Non-Represented Market Adjustment					0	1,996	-1,996
PERS Plan 2 & 3 Contribution Rate Update					0	-4,860	4,860
Employee Medical Benefit Cost Escalation					0	383	-383
General Facilities Fund Total				0	0	-2,481	2,481
Health & Benefits Fund							
Beginning Fund Balance Update				-205,147	0	0	-205,147
Health & Benefits Fund Self-Insurance Closeout	0	205,147	-205,147				
Health & Benefits Fund Continuing Operations					250,000	250,000	0
Health & Benefits Fund Total	0	205,147	-205,147	-205,147	250,000	250,000	-205,147

Fund/Item	2025 Revenues	2025 Expenditures	Bud. Ending Fund Balance	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
Risk Management Fund							
Beginning Fund Balance Update				-57,887	0	0	-57,887
Unemployment Insurance Costs	0	57,887	-57,887				
Risk Management Fund Total	0	57,887	-57,887	-57,887	0	0	-57,887
IT Fund							
Non-Represented Market Adjustment					0	14,545	-14,545
PERS Plan 2 & 3 Contribution Rate Update					0	-18,082	18,082
Employee Medical Benefit Cost Escalation					0	1,883	-1,883
ERP Project General Fund Payment					500,000	0	500,000
IT Fund Total				0	500,000	-1,654	501,654
GIS Fund							
Beginning Fund Balance Update				0	0	0	0
Non-Represented Market Adjustment					0	381	-381
PERS Plan 2 & 3 Contribution Rate Update					0	-6,052	6,052
Employee Medical Benefit Cost Escalation					0	1,420	-1,420
GIS Fund Total				0	0	-4,251	4,251
Internal Service Funds Total	0	433,034	-433,034	-433,034	750,000	221,135	95,831
Grand Total	\$7,000,361	\$2,937,170	\$4,063,191	\$4,063,191	\$548,655	\$276,236	\$4,335,610

Table 2
City of Ellensburg

2025 Summary of Budget Adjustments by Fund				
	Bud. Beg. Fund	2025	2025	Bud. Ending
	Balance	Revenues	Expenditures	Fund Balance
General Fund	\$0	\$1,068,772	\$32,652	\$1,036,120
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	0	0	0	0
Sales Tax Reserve Fund	0	2,286,320	0	2,286,320
Art Acquisition Fund	0	0	0	0
Grants Fund (CARES/ARPA/CCA)	0	0	0	0
Library Trust Fund	0	0	0	0
Hal Holmes Trust Fund	0	0	0	0
Fire Relief & Pension Trust Fund	0	0	0	0
Total Managerial Funds of the GF	0	2,286,320	0	2,286,320
Special Revenue Funds				
Street Fund	0	0	0	0
Arterial Street Fund	0	170,000	0	170,000
Traffic Impact Fees Fund	0	0	0	0
Public Transit Fund	0	578,063	0	578,063
Criminal Justice Sales Tax Fund	0	36,314	36,314	0
Drug Fund	0	0	0	0
CATV Operations Fund	0	0	0	0
CATV Capital Fund	0	0	0	0
Parks Acquisition Fund	0	0	0	0
Lodging Tax Fund	0	0	0	0
Housing Fund	0	1,095,469	582,025	513,444
Total Special Revenue Funds	0	1,879,846	618,339	1,261,507
Debt Service Funds				
Facilities Imp. Debt Service Fund	0	0	0	0
2010 Maint. Bond Debt Service Fund	0	0	0	0
LID Guaranty Fund	0	4,492	163,000	-158,508
Total Debt Service Funds	0	4,492	163,000	-158,508
Capital Project Funds				
Fieldhouse Development Fund	0	1,760,931	0	1,760,931
Cap. Imp. Bond Projects Fund	0	0	0	0
General Capital Projects Fund	0	0	0	0
Sidewalk Fund (REET1)	0	0	0	0
Rec. Facilities Fund (REET 2)	0	0	0	0
Total Capital Project Funds	0	1,760,931	0	1,760,931
Enterprise Funds				
Stormwater Utility Fund	0	0	0	0
Telecommunications Utility Fund	0	0	2,036	-2,036
Gas Utility Fund	0	0	1,612,450	-1,612,450
Electric Utility Fund	0	0	45,659	-45,659
Water Utility Fund	0	0	30,000	-30,000
Sewer Utility Fund	0	0	0	0
Total Enterprise Funds	0	0	1,690,145	-1,690,145
Internal Service Funds				
Shop & Warehouse Fund	0	0	170,000	-170,000
General Facilities Fund	0	0	0	0
Health & Benefits Fund	0	0	205,147	-205,147
Risk Management Fund	0	0	57,887	-57,887
Information Technology Fund	0	0	0	0
Geographic Info. Systems Fund	0	0	0	0
Total Internal Service Funds	0	0	433,034	-433,034
All Funds	\$0	\$7,000,361	\$2,937,170	\$4,063,191

Table 3
City of Ellensburg

2026 Summary of Budget Adjustments by Fund				
	Bud. Beg. Fund	2026	2026	Bud. Ending
	Balance	Revenues	Expenditures	Fund Balance
General Fund	\$1,036,120	\$176,393	-\$599,811	\$1,812,324
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	0	0	0	0
Sales Tax Reserve Fund	2,286,320	0	750,000	1,536,320
Art Acquisition Fund	0	0	0	0
Grants Fund (CARES/ARPA/CCA)	0	0	0	0
Library Trust Fund	0	0	0	0
Hal Holmes Trust Fund	0	0	0	0
Fire Relief & Pension Trust Fund	0	0	1,271	-1,271
Total Managerial Funds of the GF	2,286,320	0	751,271	1,535,049
Special Revenue Funds				
Street Fund	0	0	-25,689	25,689
Arterial Street Fund	170,000	-393,433	-355,813	132,380
Traffic Impact Fees Fund	0	0	0	0
Public Transit Fund	578,063	4,195	483	581,775
Criminal Justice Sales Tax Fund	0	0	119,914	-119,914
Drug Fund	0	0	0	0
CATV Operations Fund	0	0	0	0
CATV Capital Fund	0	0	0	0
Parks Acquisition Fund	0	0	0	0
Lodging Tax Fund	0	0	0	0
Housing Fund	513,444	0	-250,000	763,444
Total Special Revenue Funds	1,261,507	-389,238	-511,105	1,383,374
Debt Service Funds				
Facilities Imp. Debt Service Fund	0	0	0	0
2010 Maint. Bond Debt Service Fund	0	0	0	0
LID Guaranty Fund	-158,508	-4,000	0	-162,508
Total Debt Service Funds	-158,508	-4,000	0	-162,508
Capital Project Funds				
Fieldhouse Development Fund	1,760,931	0	0	1,760,931
Cap. Imp. Bond Projects Fund	0	0	0	0
General Capital Projects Fund	0	0	0	0
Sidewalk Fund (REET1)	0	0	0	0
Rec. Facilities Fund (REET 2)	0	15,500	325,000	-309,500
Total Capital Project Funds	1,760,931	15,500	325,000	1,451,431
Enterprise Funds				
Stormwater Utility Fund	0	0	-5,535	5,535
Telecommunications Utility Fund	-2,036	0	14,542	-16,578
Gas Utility Fund	-1,612,450	0	-28,729	-1,583,721
Electric Utility Fund	-45,659	0	171,397	-217,056
Water Utility Fund	-30,000	0	-26,679	-3,321
Sewer Utility Fund	0	0	-35,250	35,250
Total Enterprise Funds	-1,690,145	0	89,746	-1,779,891
Internal Service Funds				
Shop & Warehouse Fund	-170,000	0	-20,479	-149,521
General Facilities Fund	0	0	-2,481	2,481
Health & Benefits Fund	-205,147	250,000	250,000	-205,147
Risk Management Fund	-57,887	0	0	-57,887
Information Technology Fund	0	500,000	-1,654	501,654
Geographic Info. Systems Fund	0	0	-4,251	4,251
Total Internal Service Funds	-433,034	750,000	221,135	95,831
All Funds	\$4,063,191	\$548,655	\$276,236	\$4,335,610

ORDINANCE NO. 4976

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

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

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

WHEREAS, the City Council approved Ordinance No. 4970, which amended the biennial budget for fiscal years 2025-2026; and

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

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

WHEREAS, the City Council has conducted a public hearing on 2026 proposed revenue sources at its November 3, 2025 regular meeting; and

WHEREAS, the City Council has conducted a public hearing regarding the Mid-Biennial Review and 2025-2026 Supplemental Budget at its November 17, 2025 regular meeting;

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

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

Section 1. 2025-2026 Supplemental Budget. The 2025-2026 Biennial Budget for the City of Ellensburg for the period January 1, 2025 through December 31, 2026, as authorized in Ordinance 4950 and previously amended in Ordinance 4958 and Ordinance 4970 is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2025-2026 biennium.

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 1st day of December, 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. 4976 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4976 was published as required by law.

BETH LEADER

City of Ellensburg				
2025 Budget - All Funds as Amended				
	Bud. Beg. Fund	2025	2025	Bud. Ending
	Balance	Revenues	Expenditures	Fund Balance
General Fund	\$8,301,093	\$22,381,847	\$23,937,442	\$6,745,498
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	657,018	272,000	18,806	910,212
Sales Tax Reserve Fund	1,392,527	8,670,232	7,056,734	3,006,025
Art Acquisition Fund	82,560	51,000	105,000	28,560
Grants Fund (CARES/ARPA/CCA)	805,941	750,000	1,100,881	455,060
Library Trust Fund	382,656	7,500	8,974	381,182
Hal Holmes Trust Fund	199,147	4,500	1,472	202,175
Fire Relief & Pension Trust Fund	949,397	232,767	163,852	1,018,312
Total Managerial Funds of the GF	4,469,246	9,987,999	8,455,719	6,001,526
Special Revenue Funds				
Street Fund	1,149,604	2,658,227	3,149,134	658,697
Arterial Street Fund	228,475	6,437,253	5,686,316	979,412
Traffic Impact Fees Fund	682,871	389,387	158,330	913,928
Public Transit Fund	4,300,013	3,213,190	3,230,015	4,283,188
Criminal Justice Sales Tax Fund	2,787,333	2,087,540	2,164,481	2,710,392
Drug Fund	26,286	3,100	10,000	19,386
CATV Operations Fund	117,688	81,536	86,109	113,115
CATV Capital Fund	70,820	0	0	70,820
Parks Acquisition Fund	672,237	101,820	427,800	346,257
Lodging Tax Fund	1,841,216	687,000	622,966	1,905,250
Housing Fund	3,424,285	2,302,875	2,886,895	2,840,265
Total Special Revenue Funds	15,300,828	17,961,928	18,422,046	14,840,710
Debt Service Funds				
Facilities Imp. Debt Service Fund	361,381	562,327	563,326	360,382
2010 Maint. Bond Debt Service Fund	86,815	186,403	186,403	86,815
LID Guaranty Fund	153,508	9,492	163,000	0
Total Debt Service Funds	601,704	758,222	912,729	447,197
Capital Project Funds				
Fieldhouse Development Fund	5,607,619	2,332,931	485,232	7,455,318
Cap. Imp. Bond Projects Fund	348,384	0	348,384	0
General Capital Projects Fund	116,203	0	0	116,203
Sidewalk Fund (REET1)	232,319	396,000	363,000	265,319
Rec. Facilities Fund (REET 2)	806,936	313,431	35,000	1,085,367
Total Capital Project Funds	7,111,461	3,042,362	1,231,616	8,922,207
Enterprise Funds				
Stormwater Utility Fund	1,404,011	3,518,351	3,802,605	1,119,757
Telecommunications Utility Fund	262,779	1,019,457	1,031,365	250,871
Gas Utility Fund	7,585,123	15,122,537	19,902,582	2,805,078
Electric Utility Fund	14,328,297	22,634,757	31,553,245	5,409,809
Water Utility Fund	9,071,285	6,978,953	9,253,523	6,796,715
Sewer Utility Fund	7,415,678	8,266,225	10,212,243	5,469,660
Total Enterprise Funds	40,067,173	57,540,280	75,755,563	21,851,890
Internal Service Funds				
Shop & Warehouse Fund	9,793,434	4,178,620	3,310,993	10,661,061
General Facilities Fund	181,326	3,522,128	3,481,135	222,319
Health & Benefits Fund	1,295,483	10,000	1,301,366	4,117
Risk Management Fund	1,356,984	1,076,102	1,168,716	1,264,370
Information Technology Fund	2,992,205	2,998,071	3,357,481	2,632,795
Geographic Info. Systems Fund	433,228	349,127	538,095	244,260
Total Internal Service Funds	16,052,660	12,134,048	13,157,786	15,028,922
All Funds	\$91,904,165	\$123,806,686	\$141,872,901	\$73,837,950

City of Ellensburg

2026 Budget - All Funds as Amended

	Bud. Beg. Fund Balance	2026 Revenues	2026 Expenditures	Bud. Ending Fund Balance
General Fund	\$6,745,498	\$20,240,939	\$23,153,794	\$3,832,643
Managerial Funds of the General Fund				
Econ. Dev. Investments Fund	910,212	0	0	910,212
Sales Tax Reserve Fund	3,006,025	6,475,071	7,256,164	2,224,932
Art Acquisition Fund	28,560	51,000	50,000	29,560
Grants Fund (CARES/ARPA/CCA)	455,060	0	300,000	155,060
Library Trust Fund	381,182	7,500	8,983	379,699
Hal Holmes Trust Fund	202,175	4,000	1,546	204,629
Fire Relief & Pension Trust Fund	1,018,312	231,888	169,793	1,080,407
Total Managerial Funds of the GF	6,001,526	6,769,459	7,786,486	4,984,499
Special Revenue Funds				
Street Fund	658,697	2,857,106	3,285,180	230,623
Arterial Street Fund	979,412	2,064,218	2,509,744	533,886
Traffic Impact Fees Fund	913,928	389,387	1,034,750	268,565
Public Transit Fund	4,283,188	1,720,571	3,208,505	2,795,254
Criminal Justice Sales Tax Fund	2,710,392	2,070,984	2,299,002	2,482,374
Drug Fund	19,386	3,100	5,000	17,486
CATV Operations Fund	113,115	75,954	86,047	103,022
CATV Capital Fund	70,820	0	0	70,820
Parks Acquisition Fund	346,257	101,820	0	448,077
Lodging Tax Fund	1,905,250	687,000	625,975	1,966,275
Housing Fund	2,840,265	805,406	492,770	3,152,901
Total Special Revenue Funds	14,840,710	10,775,546	13,546,973	12,069,283
Debt Service Funds				
Facilities Imp. Debt Service Fund	360,382	562,327	563,326	359,383
2010 Maint. Bond Debt Service Fund	86,815	186,403	186,403	86,815
LID Guaranty Fund	0	0	0	0
Total Debt Service Funds	447,197	748,730	749,729	446,198
Capital Project Funds				
Fieldhouse Development Fund	7,455,318	0	0	7,455,318
Cap. Imp. Bond Projects Fund	0	0	0	0
General Capital Projects Fund	116,203	0	0	116,203
Sidewalk Fund (REET1)	265,319	376,000	490,000	151,319
Rec. Facilities Fund (REET 2)	1,085,367	328,931	825,000	589,298
Total Capital Project Funds	8,922,207	704,931	1,315,000	8,312,138
Enterprise Funds				
Stormwater Utility Fund	1,119,757	2,542,752	2,776,419	886,090
Telecommunications Utility Fund	250,871	410,324	564,063	97,132
Gas Utility Fund	2,805,078	15,177,736	15,314,872	2,667,942
Electric Utility Fund	5,409,809	28,983,598	30,440,661	3,952,746
Water Utility Fund	6,796,715	6,878,953	8,186,506	5,489,162
Sewer Utility Fund	5,469,660	10,241,344	12,262,821	3,448,183
Total Enterprise Funds	21,851,890	64,234,707	69,545,342	16,541,255
Internal Service Funds				
Shop & Warehouse Fund	10,661,061	4,348,114	3,245,085	11,764,090
General Facilities Fund	222,319	1,057,701	1,020,246	259,774
Health & Benefits Fund	4,117	250,000	250,000	4,117
Risk Management Fund	1,264,370	1,116,798	1,161,525	1,219,643
Information Technology Fund	2,632,795	3,387,368	2,689,685	3,330,478
Geographic Info. Systems Fund	244,260	357,010	542,309	58,961
Total Internal Service Funds	15,028,922	10,516,991	8,908,850	16,637,063
All Funds	\$73,837,950	\$113,991,303	\$125,006,174	\$62,823,079



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4974 (Second Reading) - 2026 Property Tax Levy (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4974 establishing the Ad Valorem Property Tax Levy for 2026.

Background/Summary:

Ordinance 4974 reflects the 2026 levy for property taxes to be collected in 2026 for municipal purposes. The ordinance establishes the 2026 regular property tax levy and certifies the 2026 property tax levy to the Kittitas County Commissioners.

RCW 84.55.005 limits the increase in property taxes to the lower of one percent over the prior year levy rate or the Implicit Price Deflator (IPD). The IPD inflation rate for setting 2026 property tax was 2.44%; therefore, the City is limited to a 1% increase.

Tax revenue funds are approximately 64% of the General Fund budget, of which property tax alone accounts for 25%. Because Council has very limited control over revenue/funding sources that support general government activities, without increases in General Fund revenues such as property tax, the City cannot fund the necessary overhead increases without further reducing fund balance. In order for delivery of services to remain consistent from year to year, funding for these services must also remain consistent and thus rise as expenses rise.

Previous Council Action:

Council held a public hearing on 2026 revenue sources, including property tax, on November 3, 2025. Council gave first reading to Ordinance 4974 at the November 3, 2025 meeting.

Analysis:

Property tax collections for the City of Ellensburg are estimated to be \$3,814,745.18, equaling the highest lawful levy limit for this tax year. This is an increase of \$89,932.95 over the 2025 levy. This increase reflects a one percent (1.00%) increase of \$37,248.12 over the 2025 levy of \$3,724,812.23, and an increase of \$52,684.83 is attributed to new construction, improvements, wind turbines, solar, biomass, and geothermal facilities, an increase in the value of state-assessed property, and an increase from annexations. These numbers may change slightly as updated numbers come in from the county.

Financial Impact:

Adoption of the Ordinance with a 1.00% increase will increase the property tax revenue by \$37,248.12. The proposed 2026 budget includes the 1.00% increase.

Budget Adjustment: No

Attachments:

1. Ordinance 4974 - 2026 Property Tax Levy

ORDINANCE NO. 4974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF ELLENSBURG FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, ON ALL PROPERTY IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVIES AND PAY DEBT SERVICE OBLIGATIONS OF SAID CITY AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Ellensburg adopted Ordinance 4592 in 2011 establishing a two-year fiscal biennial budget process as provided in Chapter 35A.34 RCW; and

WHEREAS, the City Council of the City of Ellensburg has met and considered its budget for 2025-2026 biennial budget pursuant to RCW 84.55.120; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Ellensburg held a duly advertised public hearing on November 3, 2025, to consider possible increases in property tax revenue for the calendar year 2026; and

WHEREAS, the City's actual levy amount from previous year was \$3,724,812.23; and

WHEREAS, the population of the city is more than 10,000,

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

Section 1. General Tax Levy for 2026. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2026 tax year. The dollar amount of the increase over the actual levy amount from previous year shall be \$37,248.12, which is a percentage increase of 1% from previous year as authorized by RCW 84.55.005. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of the state assessed property, any annexations that have occurred and refunds made.

Section 2. Majority Approval. This ordinance was passed by a majority of the entire Council.

Section 3. Transmittal to Auditor. A certified copy of this Ordinance shall be transmitted to the Kittitas County Assessor's Office and to the Clerk of the Kittitas County Commissioners, and such other governmental agencies as provided by law.

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

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

Section 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 17th day of November 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. 4974 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No 4974. was published as required by law.

BETH LEADER



Meeting Date: November 17, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Ordinance 4975 (Second Reading) - Proposed 2025 Title 15 Land Development Code Amendments (Public Comment Opportunity)

Submitted by: Stacey Henderson, Planning Manager

Department: Community Development

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4975, amending Ellensburg City Code Title 15, Land Development Code.

Background/Summary:

The proposed 2025 ECC Title 15 Land Development Code update includes four main focuses and revisions to main sections and chapters of Title 15, all with the intention of completing requested updates, required updates, and code cleanup. This ordinance includes two citizen-initiated amendments: ECC 15.250.010, a proposed exemption to temporary use permits; and ECC 15.260.180, a proposed repeal and replacement of the binding site plan section. This ordinance also includes Community Development-driven updates to add co-living housing options; and code clean-up in multiple sections correcting contradictions, adding clarifying language, and rectifying timeline requirements.

On October 9, 2025, the Planning Commission held an open record public hearing to review the proposed Title 15 Code Amendments. The Planning Commission unanimously recommended approval of the proposed amendments, with multiple minor changes as analyzed in the November 3, 2025 Council packet agenda item 8A and incorporated into the ordinance provided for the first reading.

On November 3, 2025, associate planner Mark Rud presented the proposed amendments in-depth at the Council Study session. Due to the large volume of changes, staff wanted to provide additional time to ensure a thorough review and answer questions. On November 3, 2025, during the regular City Council meeting, an open record public hearing was held to consider proposed amendments and ordinance 4975. City Council approved a motion to adopt the proposed amendments and Planning Commission's recommendations, finding that the updates are consistent with requirements listed in ECC 15.250.100(C).

Previous Council Action:

On November 3, 2025, City Council voted to approve Ellensburg City Code Title 15 Land Development Code amendments and performed first reading of Ordinance 4975.

Analysis:

According to ECC 15.250.100(C), the Council may approve Land Development code amendments if:

1. The amendment is in accordance with the comprehensive plan;
2. The amendment will not adversely affect the public health, safety or general welfare;
3. The amendment is not contrary to the best interest of the citizens and property owners of the city.

The proposed amendments are consistent with goals and policies of multiple chapters in the comprehensive plan, as they support required updates, processes, code sections, land use, and housing. The amendments are minor in nature, and therefore do not adversely affect public health, safety, or general welfare of the community. The amendments are either requested by members of the public, or are proposed in effort to support consistent, fair, and easily understandable review processes within the Community Development Department, which is in the best interest of citizens and property owners of the City.

After Council's approval and first reading of the proposed ordinance 4975 without changes, staff recommends Council approve and conduct second reading of Ordinance 4975.

Financial Impact:

N/A

Budget Adjustment: No

Attachments:

1. Ordinance 4975
2. LDC Amendments Summary Table

ORDINANCE NO. 4975

AN ORDINANCE RELATING TO THE CITY OF ELLENSBURG LAND DEVELOPMENT CODE, BEING TITLE 15 OF THE ELLENSBURG CITY CODE: AMENDING CHAPTER 15.110 “PURPOSE/AUTHORITY/INTERPRETATION”; AMENDING CHAPTER 15.130 “DEFINITIONS”; AMENDING CHAPTER 15.210 “PERMIT REVIEW PROCESS “TYPES””; AMENDING CHAPTER 15.220 “PERMIT REVIEW PROCEDURES”; AMENDING CHAPTER 15.230 “GENERAL PROVISIONS FOR PERMIT APPLICATION HEARINGS AND APPEALS”; AMENDING CHAPTER 15.250 “REVIEW AND DECISION CRITERIA FOR CERTAIN PERMITS”; AMENDING CHAPTER 15.260 “SUBDIVISIONS”; AMENDING CHAPTER 15.280 “ELLENSBURG LANDMARKS REGISTER AND PROCEDURES”; ADDING CHAPTER 15.285 “MURALS”; AMENDING CHAPTER 15.310 “PERMITTED USES”; AMENDING CHAPTER 15.320 “BUILDING SETBACK AND INTENSITY STANDARDS”; AMENDING CHAPTER 15.340 “INDEX OF SUPPLEMENTAL USE CRITERIA”; AMENDING CHAPTER 15.390 “REGIONAL RETAIL OVERLAY ZONE STANDARDS”; AMENDING CHAPTER 15.420 “SUBDIVISION DESIGN AND BLOCK STRUCTURE”; AMENDING CHAPTER 15.500 “AMENDING CHAPTER 15.520 “SITE PLANNING AND DESIGN ELEMENTS”; AMENDING CHAPTER 15.540 “HOUSING TYPE STANDARDS”; AMENDING CHAPTER 15.550 “OFF-STREET PARKING”; AMENDING CHAPTER 15.570 “LANDSCAPING”; AND STRIKING TITLE 15, DIVISION VII IN ITS ENTIRETY.

WHEREAS, in recent years the Washington State Legislature has passed a number of pieces of legislation regarding growth management, housing regulations and local project review, and the City has adopted ordinances amending the Land Development Code to implement requirements and preemptions thereto; and

WHEREAS, over time certain amendments to the Land Development Code have established internally inconsistent provisions relating to project permit review, and the applicable standards and procedures thereto; and

WHEREAS, the City has received requests to amend provisions of the Land Development Code relating to temporary uses of land, and to binding site plans as an alternative method for subdivision; and

WHEREAS, the City desires to provide appropriate regulations for uses of land and definitions thereto, including as required under the Revised Code of Washington (RCW) 36.70A.535 pursuant to 2024 Engrossed Substitute House Bill 1998 for co-living housing; and

WHEREAS, the City desires to modernize submittal requirements for certain project permit applications; and

WHEREAS, RCW 58.17.140 allows for a consistent time period of review of all preliminary subdivisions including short subdivisions, which are considered projects under RCW 36.70B.020 and subject to determinations of completeness pursuant to RCW 36.70B.070; and

WHEREAS, RCW 36.70B.080 provides that certain administrative project permit decisions must be issued within 65 days of their application being determined complete, and that other project permit types are also subject to timelines for issuance of decisions; and

WHEREAS, RCW 36.70B.110 provides for flexibility in methods of public notice between categories of permits, requires an extended administrative appeal period for project decisions issued concurrently with certain State Environmental Policy Act (SEPA) threshold determination notices, and requires local procedures for administrative interpretation of land use regulations; and

WHEREAS, RCW 36.70B.130 requires that notices for project permit decisions be provided to parties who have provided substantive comment or requested notification; and

WHEREAS, RCW 36.70B.140 allows local regulations to exclude administrative project permits from certain noticing requirements under the Local Project Review Act; and

WHEREAS, RCW 36.70A.622 requires certain jurisdictions to allow tandem parking for residential land uses without a distinction between dwelling types; and

WHEREAS, the City desires conformity between separate and related provisions within the Land Development Code, and greater formatting clarity for applicability of its existing provisions;

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

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council and are by this reference incorporated herein as if set forth in their entirety.

Section 2. Section 15.110.060 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 2, is hereby amended to read as follows:

15.110.060 Roles and responsibilities.

- A. The elected officials, appointed commissions, hearing examiner, and city staff share the roles and responsibilities for carrying out the provisions of the LDC.

- B. The city council is responsible for establishing policy and legislation affecting land use within the city. The city council acts on recommendations of the reviewing body in legislative and quasi-judicial matters.
- C. The planning commission is the designated planning agency for the city as specified by state law. The planning commission is responsible for a variety of discretionary recommendations to the city council on land use legislation, comprehensive plan amendments and certain quasi-judicial matters.
- D. The hearing examiner is responsible for certain quasi-judicial decisions designated by this title and the review of administrative appeals.
- E. The landmarks and design commission is the designated body responsible for certain quasi-judicial and legislative decisions established by this title relating to properties identified as being on the Ellensburg landmarks register.
- F. The director shall have the authority to administer the provisions of the LDC, to make determinations with regard to the applicability of the regulations, to interpret unclear provisions, to require additional information to determine the level of detail and appropriate methodologies for required analysis, to prepare application and informational materials as required, to promulgate procedures and rules for unique circumstances not anticipated within the standards and procedures contained within the LDC, to decide all requests for non-landmarks register departures from the city's design standards (see ECC 15.210.060 for "departure" provisions), and to enforce requirements.
 - 1. Where a proposed use of land is not specified in ECC Chapter 15.310 or defined in ECC Chapter 15.130, the director shall have the discretion to determine the use of land in this Title most closely related to that proposed in making determinations of requirements thereto.
 - 2. Administrative code interpretations are appealable under provisions of ECC 15.230.040(A).
- G. The rules and procedures for proceedings before the hearing examiner, appointed review bodies, and city council are adopted by ordinance and available from the city clerk's office and the department.

(Ord. No. 4935, § 2, 12-18-2023; Ord. 4656 § 1 (Exh. O2), 2013)

Section 3. Section 15.130.010 of the Ellensburg City Code, as last amended by Ordinance 4951, Section 2, is hereby amended to read as follows:

15.130.010 A definitions.

Accent lighting means any luminaire that emphasizes a particular object or draws attention to a particular area for aesthetic purposes.

Accessory building means a subordinate building that is physically detached from the main building, the use of which is incidental and related to that of the main building use on the same lot. See ECC 15.320.110 for related standards.

Accessory dwelling unit means a self-contained residential unit that is accessory to a ~~single-family dwelling principal unit~~ on a lot and may be added to, created within, or detached from the ~~primary single-family dwelling principal unit~~. An accessory dwelling unit has its own bathroom, kitchen facilities, living and sleeping areas, though it can share other features with the ~~single-family dwelling principal unit~~ including the yard, parking, or storage. For the purpose of this Title, accessory dwelling units are not calculated for dwelling unit density and are not considered a multifamily use. See ECC 15.540.040 for special ADU design provisions.

Accessory structure means a structure which is incidental and subordinate to the principal building and shall not be used as a dwelling or accessory dwelling. Accessory structures must be on the same property as the building or use to which they are accessory. Examples of accessory structures may include fences, enclosed stair landings, storage sheds, and similar structures. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Accessory use means on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure. See ECC 15.310.030 for special accessory use provisions.

Administrative decision means any decision made by the decision-maker. This includes decisions on code interpretation related to permit applications, and decisions as to whether or not permit applications meet the standards for any project that requires a decision.

Adult family home means a residential home in which a person or persons provide personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

Affordable housing unit means, for the purpose of ECC 15.330.020, housing reserved for occupancy by eligible households and affordable to households with annual incomes below 80 percent of the regional median income, adjusted for household size, and no more than 30 percent of the monthly household income is paid for monthly housing expenses. Housing expenses for ownership housing include mortgage, property taxes, property insurance, and homeowner dues. Housing expenses for rental housing include rent and appropriate utility allowance.

Agriculture means the use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, finfish in upland hatcheries, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment, but excluding stockyards, slaughtering or commercial food processing.

Airport means, for the purpose of chapter 15.350 ECC, the Kittitas County Airport (Bowers Field).

Airport elevation means, for the purpose of chapter 15.350 ECC, 1,766 feet above mean sea level.

Airport overlay zone, as established in chapter 15.350 ECC, shall include the runway protection zone, inner safety zone, inner turning zone, outer safety zone, sideline zone, and the airport operation zone as depicted on Map "B," "Safety Zones" and numbered Zones 1 through 6, respectively, and shall also encompass the area identified within 14 CFR Federal Aviation Regulation (FAR), Part 77, as amended and depicted on Map "A," "Part 77."

Airport surface means, for the purpose of chapter 15.350 ECC, a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface along the same slope as the approach zone height limitation slope set forth in ECC 15.350.030. The perimeter of the approach surface coincides with the perimeter of the approach zone.

Alley means a thoroughfare which has been dedicated or deeded to the public for public use and which affords a secondary means of access to abutting property in most cases.

Alter or *alteration*, for purposes of the LDC, means any construction or remodeling which modifies all or part of the exterior appearance of a building, structure, or site, including but not limited to addition, removal, or replacement of architectural features; redesign of building components; change or substitution of existing materials; change of paint color; and site improvements. For purposes of chapter 15.240 ECC, nonconformance, "alter" or "alteration" shall be as defined in chapter 15.240 ECC. For purposes of ECC title 3, buildings and fire, "alter" or "alteration" shall be as defined in the International Building Code and International Residential Code.

Alteration means any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

Alteration of watercourse means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

Apartment means any building containing three or more dwelling units.

Appeal, administrative. An “administrative appeal” means an appeal of a Title 15 decision or determination from a city decision-maker that is heard by a city appeal body.

Appeal, closed record. A "closed record appeal" means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing decision on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed. The appeal may be granted or granted with modifications if the appellant proves that the decision of the decision-making body is not supported by a preponderance of the evidence or is clearly erroneous. In all other cases, the appeal shall be denied. In the appeal consideration, substantial weight shall be accorded to the decision-maker's decision.

Appeal, open record. An "open record appeal" means an administrative appeal of a Type I or II decision that creates the city's record through testimony and submission of evidence and information under procedures prescribed by the city by ordinance or resolution. An open record appeal hearing may be held only if there has been no open record pre-decision hearing held on the project permit application.

Applicant means any person, firm or corporation, other entity or authorized representative undertaking an application for a development proposal, permit, or approval.

Approach, transitional, horizontal, and conical zones, for the purpose of chapter 15.350 ECC, are set forth and defined in ECC 15.350.030.

Area of shallow flooding means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on flood insurance rate maps always includes the letters A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). Definitions of each zone are established by the Federal Emergency Management Agency (FEMA). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard."

Art, performing arts, or recording studio means a space where physical or digital media artists draft, create, display or sell works of art, where performance art productions are rehearsed or performing artists train, or a facility whose principal use is the production of audio or video recordings.

Articulation means the giving of emphasis to architectural elements (like windows, balconies, entries, etc.) that create a complimentary pattern or rhythm, dividing the large buildings into smaller identifiable pieces.

Arts commission means the city arts commission created in Chapter 1.33 ECC.

ASCE 24 means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.

Auto fueling means a commercial use of land where customers obtain fuel for personal vehicles, not to include heavy service truck stops.

Auto sales means a commercial use of land for the display and sale of personal vehicles and similar products.

Average gross floor area means the gross floor area of a building divided by the number of floors.

Awning means a covering structure constructed of canvas, cloth, or other flexible material projecting horizontally from and attached to a building.

(Ord. No. 4951, § 2, 12-16-2024; Ord. 4878 § 2, 2021; Ord. 4807 § 2, 2018; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 4. Section 15.130.030 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 3, is hereby amended to read as follows:

15.130.030 C definitions.

Cafe means a commercial establishment whose principal use is the on-premise preparation of beverages and food items for customers, including those serving alcoholic beverages on-premise incidental to primary use, such as coffee houses, tea shops, drive-through coffee stands, and similar uses.

Cannabis, for the purpose of chapter 15.370 ECC, means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. For the purposes of this title, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The term "cannabis" includes cannabis products and useable cannabis.

Cannabis products, for the purpose of chapter 15.370 ECC, means products that contain cannabis or cannabis extracts, have a measurable THC concentration greater than three-tenths of one percent, and are intended for human consumption or application, including, but not limited to, edible products, tinctures, and lotions. The term "cannabis products" does not include useable cannabis. The definition of "cannabis products" as a measurement of THC concentration only applies to the provisions of this title and shall not be considered applicable to any criminal laws related to marijuana or cannabis.

Cemetery, columbarium or mausoleum means a public or private use of land for the interment of human remains.

Certificate of appropriateness or *COA* means the approval issued by the landmark and design commission indicating the commission has reviewed the proposed changes to a landmarks register property or within a landmarks register historic district and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation. See chapter 15.280 ECC.

Certified local government or *CLG* means a local government certified by the Washington State Historic Preservation Officer as having established its own historic preservation commission and a program meeting federal and state standards. See chapter 15.280 ECC.

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

City clerk means the city clerk of Ellensburg or his/her designee.

Class of properties eligible to apply for special valuation in the city of Ellensburg means only those properties listed on the Ellensburg landmarks register, or the National Register of Historic Places, or properties contributing to an Ellensburg landmarks register historic district, which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW. Also see chapter 15.280 ECC.

Closed record hearing means a final decision hearing by a local government body or officer, including the legislative body, following an open record hearing on a project permit application which results in a pre-decision recommendation being made by that government body or officer. The closed record hearing is based on the record developed in the pre-decision open record hearing, with no or limited new evidence or information allowed to be submitted and the final decision is issued based on that record.

Co-living housing means a residential development with sleeping units that are independently owned or rented and lockable, and provide living and sleeping space, and residents share kitchen facilities, and may share bathroom facilities, with other sleeping units in the building.

Community garden means an open space with a series of garden plots that are used by residents of a development. It can also be a publicly accessible open space for use by residents of the neighborhood or city. The plots can be used to grow flowers, vegetables, herbs, or other plants. See ECC 15.520.030(E)(5) for community garden standards associated with multifamily developments.

Community residential facility means a facility that provides, on a regular basis, personal care, including dressing and eating and health-related care and services for at least five, but not more than 15 functionally disabled persons and which is not licensed under chapter 70.128 RCW. A residential care facility shall not provide the degree of care and treatment that a hospital or long-term care facility provides.

Comprehensive plan means the long-range plan used as a guide for the physical, economic, and social development of Ellensburg, as adopted by the Ellensburg city council on March 19, 2007, including all subsequent amendments thereto, Ordinance No. 4474, 2007.

Conditional use means a use which may be appropriate on a specific parcel of land within a given zoning district under certain conditions, but which is not appropriate on all parcels within the same zoning district. Such conditional uses may be permitted in such zoning districts, but only if specific provision for such conditional use is made in this title. See ECC 15.250.040 and division III.

Conference center means an establishment developed primarily as a meeting facility, including only facilities for recreation, overnight lodging, and related activities provided for conference participants.

Conical surface means, for the purpose of chapter 15.350 ECC, a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 feet upward to each one foot outward for a horizontal distance of 4,000 feet.

Cooperative means a group of more than one, but no more than four qualified medical marijuana patients and/or designated providers who share responsibility for growing and processing marijuana only for the medical use of the members of the cooperative.

Cottage housing means a type of housing design established in ECC 15.540.050 that consists of small, detached dwelling units arranged in a cluster of four to 12 dwelling units around a common central open space, potentially at a density greater than the underlying zoning district. Such dwelling units may not exceed ~~4,200~~ 1,500 total square feet in size and may be configured as condominiums or fee simple lots.

Council means the duly constituted legislative authority of the city of Ellensburg.

CPTED means a multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts by affecting the built, social and administrative environment.

Creation or establishment as it pertains to chapter 15.620 ECC is the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involved in excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support growth of hydrophytic plant species.

Critical areas include the following areas and ecosystems: wetlands; areas with a critical recharging effect on aquifers used for potable water; fish and wildlife habitat conservation areas; frequently flooded areas; and geologically hazardous areas. See division VI.

Critical facilities means facilities for which even a slight chance of flooding would represent a major risk. Critical facilities include, but are not limited to, schools, hospitals, police, fire and emergency response installations, nursing homes, installations which produce, use or store hazardous materials or hazardous waste of a type and in amounts deemed to be inappropriately located in a 100-year floodplain. See division VI.

Cultivation, for the purpose of chapter 15.370 ECC, means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.

Cut-off angle (of a luminaire) means the angle measured from the lowest point between a vertical line from the center of the lamp extended to the ground and the first line of sight at which the bare source is not visible.

(Ord. 4807 § 3, 2018; Ord. 4803 § 1, 2018; Ord. 4728 § 1, 2016; Ord. 4656 § 1 (Exh. O2), 2013)

Section 5. Section 15.130.040 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 4, is hereby amended to read as follows:

15.130.040 D definitions.

Day care means an establishment for group care of nonresident adults or children. Specifically:

1. Day care shall include child day care services, adult day care centers, and the following:
 - a. Adult day care, such as adult day health centers or social day care as defined by the Washington State Department of Social and Health Services;

- b. Nursery schools for children under minimum age for education in public schools;
 - c. Privately conducted kindergartens or pre-kindergartens when not a part of a public or parochial school; and
 - d. Programs covering after-school care for school children.
2. Day care establishments are subclassified as follows:
- a. Day care I: a maximum of 12 adults or children in any 24-hour period; and
 - b. Day care II: over 12 adults or children in any 24-hour period.

Decision-maker refers to the individual or official body identified in the LDC as having the responsibility to approve or deny project permit applications made to the city.

Dedications means a deliberate appropriation of land by an owner in fee simple, for any general and public use.

Department means the Ellensburg community development department.

Departure means an alternative way to meet specific design standards set forth in this title. See ECC 15.210.060 for general information and procedures associated with departures.

Design review, major project refers to the review process required for construction activity requiring a permit meeting one or more of the following criteria:

- 1. The construction of any new nonresidential floor area ~~with creating a total building~~ gross floor area of ~~15,000-20,000~~ square feet or more (including new buildings or additions to existing buildings);
- 2. The construction of any new residential building or a residential building addition which contains ten or more dwelling units; or
- 3. All construction activity requiring a building permit which will result in any new structure or alter the exterior appearance of an existing building on the landmarks register as established in ECC 15.280.080.

See ECC 15.250.030 for details on the design review process.

Design review, minor project refers to the review process required for construction activity requiring a permit meeting the following criteria:

- 1. The construction of any new nonresidential building with a gross floor area of less than ~~15,000-20,000~~ square feet;

2. The construction of any new residential building which contains less than ten dwelling units; or
3. Exterior modifications and building additions except:
 - a. Minor exterior modifications exempt from review per ECC 15.250.030(B)(3); and
 - b. ~~Nonresidential building additions that result in 15,000 square feet or more of floor area;~~ Any activity requiring design review as a major project; ~~and~~
 - c. ~~Residential building additions that add ten or more dwelling units; and~~
4. ~~The d~~ Development is not located on the landmarks register must be design reviewed as established in ECC 15.280.080.

See ECC 15.250.030 for details on the design review process.

Designated provider means a person who is 21 years of age or older and:

1. a. Is the parent or guardian of a qualifying patient who is under the age of 18 and beginning July 1, 2016, holds a recognition card; or
 - b. Has been designated in writing by a qualifying patient to serve as the designated provider for that patient;
2. a. Has an authorization from the qualifying patient's health care professional; or
 - b. Beginning July 1, 2016:
 - i. Has been entered into the medical marijuana authorization database as being the designated provider to a qualifying patient; and
 - ii. Has been provided a recognition card.
3. Is prohibited from consuming marijuana obtained for the personal, medical use of the qualifying patient for whom the individual is acting as designated provider;
4. Provides marijuana to only the qualifying patient that has designated him or her;
5. Is in compliance with the terms and conditions of chapter 69.51A RCW; and
6. Is the designated provider to only one patient at any one time.

Development means the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling

operations or storage of equipment or materials located within the area of special flood hazard; and use of land or water or the intensification or expansion of the use of land or water.

Development agreement means a contract between an applicant and the city defining their respective roles and responsibilities for final approval of a land development.

Development application means a written request completed by a developer, seeking city approval for a development.

Development approval means any authorization issued by the city of Ellensburg which approves a development.

Director means the city of Ellensburg community development director or his/her designee, unless otherwise specified.

Docket (noun) means the process for determining which proposed annual comprehensive plan amendments will be considered during the annual review process. See ECC 15.250.090.

Domicile as it pertains to marijuana cooperatives means a person's true, fixed, primary permanent home and place of habitation and the tax parcel on which it is located. It is the place where the person intends to remain and to which the person expects to return when the person leaves without intending to establish a new domicile elsewhere.

Dry cleaner means a commercial establishment providing personal service cleaning, ironing, and tailoring of customer clothing.

Dual frontage properties refers to properties that have street frontage on two opposite boundaries, one of which is the street address and primary access.

Dwelling, cottage. "Cottage" means a small single-family dwelling that is clustered with other similar units surrounding a common open space. See ECC 15.540.050 for special cottage housing provisions.

Dwelling, duplex. "Duplex" refers to a building that is entirely surrounded by open space on the same lot and contains two dwelling units or two dwelling units that are physically separated but on the same lot. A duplex will not be considered a duplex for purposes of the land development code standards if more than one duplex building is located on one lot. See ECC 15.540.030 for special duplex provisions.

Dwelling, live-work unit. "Live-work unit" means an individual dwelling unit that is used for residential and nonresidential use types. The dwelling unit type may be any type that is permitted in the applicable zoning district. Permitted nonresidential uses may be those that are permitted in the applicable zoning district.

Dwelling, multifamily. See definition of "multifamily," ECC 15.130.130.

Dwelling, single-family. “Single-family dwelling” means one principal dwelling unit ~~or one dwelling unit with whose lot may include one or two an~~ attached or detached accessory dwelling units used, intended, or designed to be used, rented, leased, let, or hired out to be occupied for living purposes. See ECC 15.540.020 for special single-family dwelling provisions.

Dwelling, townhouse. “Townhouse” is a single-family dwelling constructed in a group of three or more attached units in which each unit extends from the foundation to the roof and with open space on at least two sides. Ownership of a townhouse includes the unit’s building and associated property. See ECC 15.540.060 for special townhouse provisions.

Dwelling unit or “dwelling” means a building or portion thereof providing complete housekeeping facilities for one family. A “dwelling unit” does not include a motel or hotel, which is separately defined.

(Ord. 4807 § 4, 2018; Ord. 4803 § 1, 2018; Ord. 4728 § 2, 2016; Ord. 4656 § 1 (Exh. O2), 2013)

Section 6. Section 15.130.070 of the Ellensburg City Code, as last amended by Ordinance 4887,

Section 8, is hereby amended to read as follows:

15.130.070 G definitions.

Garage, private. "Private garage" means an accessory building or an accessory portion of the main building designed and/or used for shelter or storage of automobiles, boats, and/or any other vehicles owned or operated by the occupants of the main building, and in which no occupation for profit is carried on. (See also ECC 15.320.110, accessory buildings.)

Gated community means a development that is surrounded by a fence and featuring controlled access at the entry or entries. See ECC 15.420.030 for related provisions.

Gateway corridor means a principal arterial street that serves to access the downtown area. Gateways have unique street standards (ECC 15.510.070) and permitted land uses adjacent to street corridors that create an attractive environment and destination for commerce, employment, living, interaction, dining, and entertainment for the residents, workers, and visitors of the city of Ellensburg.

Geologically hazardous areas means areas reasonably subject to significant hazards because of their susceptibility to erosion, sliding, earthquake or other geological events and as such are not suited to siting commercial, residential or industrial development consistent with public health or safety concerns. The intent is to classify and designate areas on which development should be prohibited, restricted or otherwise controlled because of danger from geological hazards. Those areas in the city designated as having slopes which exceed 40 percent

are designated as geologically hazardous areas and subject to the requirements of division VI, critical areas district.

Golf course means an outdoor recreational use consisting of one or more holes for playing the sport of golf.

Golf driving range means an outdoor recreational facility for practicing golf.

Glare means light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see, and in extreme cases causing momentary blindness.

Grade means the elevation of the ground surface. "Existing grade," and "finished grade" are defined as follows:

1. "Existing grade" means the grade before grading; and
2. "Finished grade" means the final grade of the site that conforms to an approved plan.

Green roof is an area of living vegetation installed on top of buildings that can help mitigate stormwater runoff, increase thermal and acoustical properties within the building, and provide habitat for wildlife.

(Ord. 4887 § 8, 2022; Ord. 4807 § 6, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 7. Section 15.130.110 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 8, is hereby amended to read as follows:

15.130.110 K definitions.

Kennel or shelter means any outdoor or indoor facility which houses four or more small domestic animals (that number not including one unweaned litter) for periods longer than 24 hours as a commercial venture, as a nonprofit organization, or for a governmental purpose. The facility may be either a separate business or an accessory use. A kennel is to be distinguished from a veterinary clinic which houses animals for periods that may exceed 24 hours as a commercial venture that is accessory to the primary medical activity performed in a veterinary clinic. See definition of "Veterinary clinic" in ECC 15.130.220.

Kitchen means a room or part of a room which is used, intended, or designed to be used for preparing food. The kitchen includes facilities, or utility hookups for facilities, sufficient to prepare, cook, and store food, and wash dishes, including, at a minimum, countertops, a kitchen-style sink, space and utilities sufficient for a gas or 220/240v electric stove and oven, and a refrigerator.

Kitchenette means a part of a room which is used, intended, or designed with limited cooking facilities such as a sink, small one- or two-burner electric stove, microwave, mini-fridge, and potentially counter space for plug-in electric cooking appliances. A kitchenette does not include facilities or hookups sufficient for a gas or 220/240v electric stove and oven and does not include a full-sized refrigerator.

(Ord. 4807 § 8, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 8. Section 15.130.120 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 10, is hereby amended to read as follows:

15.130.120 L definitions.

Lamp means the light-producing source installed in the socket portion of a luminaire.

Landmark means any historic property and the improvement(s) thereon designated as a landmark pursuant to Chapter 15.280 ECC.

Landmark district means a contiguous geographic area of multiple properties and/or improvements thereon designated as a landmark district pursuant to Chapter 15.280 ECC.

Landmark site means a property, with or without improvements or above-ground features, designated as a landmark site pursuant to Chapter 15.280 ECC.

Landmarks and design commission means the commission created in ECC 15.280.030.

Landmarks register, or register means the local listing of historic properties designated as landmarks, landmark sites, or landmark districts pursuant to criteria set forth in ECC 15.280.080.

Larger than utility runway means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12,500 pounds maximum gross weight and jet-powered aircraft.

Laundromat means a commercial establishment who principal use is on-premise customer washing and drying of household clothing.

LEED is a green building certification system used throughout North America and internationally. Administered by the U.S. Green Building Council (USGBC), various LEED rating systems apply to residential, commercial and institutional buildings. Each rating system consists of a checklist of prescriptive and performance-based measures and certification is earned based on the number of "points" a project achieves during the design and construction process. Certification is administered through the Green Building Certification Institute. Link: www.usgbc.org.

Legal parcel, for the purpose of chapter 15.370 ECC, means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, which for purposes of this title shall also include parcels organized as a condominium, such legal parcels shall be counted as a single parcel.

Light industry refers to a category of uses that accommodate limited intensity levels of manufacturing and assembly activities, storage, warehousing, services, associated offices and similar uses. This use category includes, but is not limited to, contractors, call centers, textiles, wood products, printing, pharmaceuticals, machinery manufacturing, research and development, regional distribution, commercial laundries, and crematories.

Light manufacturing means a light industrial business where all processing, fabricating, assembly, or disassembly of items takes place wholly within an enclosed building and does not involve the use or production of flammable, explosive, or other hazardous materials. May include an ancillary restaurant, or retail use through which goods produced on site are sold or served to the public on site or distributed wholesale to off-site users or resellers.

Light pollution means general sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.

Light trespass means any light emitted by an outdoor luminaire that shines directly beyond the property on which the luminaire is installed, or indirectly shines beyond the property on which the luminaire is installed at a brightness (luminance) that exceeds one-half foot-candle at the property line.

Living building challenge is certification program administered by the International Living Future Institute. It addresses both residential and commercial buildings and developments and is comprised of a list of 20 performance-based imperatives, or mandatory requirements necessary to achieve certification. A living building must be completed and occupied for a minimum of 12 months prior to certification, which is based on actual rather than predicted performance. Link: www.ilbi.org.

Long plat or *subdivision plat* means the map or representation of a subdivision of land into ten or more lots, tracts or parcels, both in preliminary and final form, containing all of the pertinent information as required by this title. See chapter 15.260 ECC.

Lot. For purposes of this title, a "lot" is a parcel of land and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record;

4. A parcel of land described by metes and bounds; provided, that in no case of division or combination of parcels of land shall any residual lot or parcel be created which does not meet the requirements of this title.

For the purpose of subdivision regulations set forth in chapter 15.260 ECC, a "lot" is a fractional part of subdivided land having fixed boundaries, being of sufficient area and dimensions to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.

Lot line means a line bounding a lot; synonymous with "street line" when a lot line coincides with a right-of-way line of an abutting street.

1. *Front lot line* means, for interior lots, the lot line abutting on a street. When a corner lot or double frontage lot has nearly equal frontage on two streets, designation of the front lot line shall be made by the director based on the context of the site and addressing needs for fire, life, and safety.
2. *Rear lot line* means the lot line opposite and farthest from the front lot line. For a pointed or irregular lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten feet long and wholly within the lot.
3. *Side lot line* means any lot line other than a front or rear lot line; in the case of a corner lot, the lot line abutting the side street is termed an "exterior side lot line"; all other side lot lines are termed "interior side lot lines."

Lot types—Corner, interior, through. The following illustrates terminology used in this title with reference to lot types:

1. *Corner lot* means a lot located at the intersection of two or more streets.
2. *Interior lot* means a lot other than a corner lot with frontage only on one street other than an alley.
3. *Through lot* means a lot other than a corner lot with frontage on more than one street other than an alley and may also be referred to as a "double frontage lot."

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of chapter 15.600 ECC (i.e. provided there are adequate flood ventilation openings).

Luminaire. See definition for *fixture*.

(Ord. 4887 § 10, 2022; Ord. 4878 § 7, 2021; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 9. Section 15.130.130 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 11, is hereby amended to read as follows:

15.130.130 M definitions.

Maintenance and repair in-kind means work whose purpose and effect is to prevent or correct deterioration or damage to real property and the improvements thereon, using like materials, and returning the property to the condition and appearance that existed prior to the deterioration or damage.

Manufactured home, designated means a single-family dwelling constructed after June 15, 1976, and installed in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing, and bearing the appropriate insignia indicating such compliance, and meeting the specific design criteria set forth in ECC 15.340.030. Designated manufactured homes are allowed as single-family dwellings in all zones that permit single-family dwellings.

Manufactured home lot means a portion of a manufactured home park used or intended to be used for the parking of one manufactured home, including the land covered by the manufactured home, adjacent open spaces, and attached or detached accessory buildings and structures. See ECC 15.340.040 for manufactured home park provisions.

Manufactured home, new means any manufactured home required to be titled under RCW title 46, which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW 82.45.032(2). New manufactured homes are allowed in manufactured home parks pursuant to the requirements in ECC 15.340.040.

Manufactured home park or subdivision means a lot, parcel (or contiguous parcels), or tract of land divided into two or more manufactured home lots for rent or sale, including any accessory buildings, structures or uses customarily incidental thereto. See ECC 15.340.040 for manufactured home park provisions.

Manufactured home park or subdivision, new means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the new manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

Marijuana or *marihuana* means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana-infused products means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in this section, and have a THC concentration no greater than ten percent. The term "marijuana-infused products" does not include either useable marijuana or marijuana concentrates (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana processor means a person licensed by the state liquor and cannabis board to process marijuana into marijuana concentrates, useable marijuana and marijuana-infused products, package and label marijuana concentrates, useable marijuana and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, useable marijuana and marijuana-infused products at wholesale to marijuana retailers (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana producer means a person licensed by the state liquor and cannabis board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana products means useable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana retailer means a person licensed by the state liquor and cannabis board to sell marijuana concentrates, useable marijuana and marijuana-infused products in a retail outlet (as defined in RCW 69.50.101 and provided herein for reference).

Marquee means an immobile covering structure projecting horizontally from and attached to a building and constructed of material other than cloth, canvas or other fabrics.

Mean sea level means, for purposes of the National Flood Insurance Program, the vertical datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

Median income means, for the purpose of ECC 15.330.020, the median income for the Ellensburg Micropolitan Statistical Area as most recently determined by the Secretary of

Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended, or if programs under said Section 8(f)(3) are terminated, median income determined under the method used by the Secretary prior to such termination. In the event that HUD no longer publishes median income figures for the Ellensburg Micropolitan Statistical Area or Kittitas County, the city may use any other method for determining the Kittitas County median income, adjusted for household size.

Medical (or medicinal) use of cannabis means, for purpose of chapter 15.370 ECC, the manufacture, production, processing, possession, transportation, delivery, ingestion, application, or administration of cannabis for the exclusive benefit of a qualifying patient in the treatment of his or her terminal or debilitating medical condition.

Miniwarehouse means an enclosed single-story building(s) designed and constructed to provide individual compartmentalized controlled access stalls or lockers which shall be used only for the storage of personal property. Ministorage is synonymous with miniwarehouse.

Mixed-use means any combination of permitted land uses either within one development or within one zoning district.

Mixed-use building refers to a building that includes both residential and nonresidential uses and/or business or professional office uses with other nonresidential uses. Such uses may be mixed vertically or horizontally in one building. Examples include a restaurant with apartments and/or professional offices upstairs or professional offices on one end of the building with retail and/or residential uses on another end.

Mobile home means a single-family dwelling transportable in one or more sections, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.

Moderate income household means, for the purpose of ECC 15.330.020, a household whose gross income of all permanent household members over the age of 18 is equal to or less than 80 percent of the Kittitas County median income, adjusted for household size.

Modulation means a measured and proportional inflection on a building's face. Together, articulation and modulation and their interval create a sense of building scale.

Motel. See definition for *hotel* in ECC 15.130.080.

Multifamily. As a use "multifamily" refers to one lot that contains three or more principal dwelling units whether attached or detached. Accessory dwelling units are not calculated as a dwelling unit for the purpose of this definition. ~~Multifamily may include duplexes located on contiguous lots. Staff will make the determination as to whether a project qualifies as multifamily on a case-by-case scenario.~~

Mural. A "mural" is a singular work of visual art, which may contain graphics or text, painted or otherwise applied or attached on a building, structure, fence, or other object within public view.

Museum means an institution, open to the public, devoted to the procurement, conservation, study, and display of objects of historical, scientific, artistic, or cultural interest, for the purposes of education, study and enjoyment.

(Ord. 4887 § 11, 2022; Ord. 4878 § 8, 2021; Ord. 4807 § 9, 2018; Ord. 4725 § 2, 2016; Ord. 4724 § 2, 2016; Ord. 4669 § 2, 2014; Ord. 4656 § 1 (Exh. O2), 2013)

Section 10. Section 15.130.160 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 104, is hereby amended to read as follows:

15.130.160 P definitions.

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

Parking lot, freight truck. "Freight truck parking lot" means a parcel or portion thereof used for parking less than 24 hours of heavy freight trucks and tractor trailers, whether as a private commercial use or a publicly owned or managed use of land.

Parking lot, private. "Private parking lot" means a principal use of land for the temporary commercial parking of personal vehicles in off-street parking spaces.

Parking lot, public. "Public parking lot" means a publicly owned or managed parcel or portion thereof where the principal use is temporary parking of personal vehicles open to the public, such as surface parking lots and parking garages or parkades.

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

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

Pedestrian-oriented space is defined in ECC 15.520.030(C).

Permanent supportive housing is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other

subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.

Permeable pavement is a paving system which allows rainfall to percolate through it into the underlying soil or an aggregate reservoir. Examples include porous asphalt, porous concrete, interlocking concrete pavers, and open cell paving grids.

Permit, project permit, or project permit application means any land use or environmental permit or license required from a local government for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

Person means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons, however organized. "Person" includes a trustee, a receiver, an assignee, or a similar representative.

Personal electric vehicle battery charging station means all or portion of an off-street vehicle parking area where spaces are dedicated for charging personal electric vehicles.

Personal service means a use that provides a service that is nonmedical as a primary use and may include accessory retail sales of products related to the services. Examples would include but not be limited to: barber, beautician, masseur, tailors, clothing rental, shoe repair shops, and steam and sauna baths.

Personally identifiable information, for the purpose of chapter 15.370 ECC, means any information that includes, but is not limited to, data that uniquely identify, distinguish, or trace a person's identity, such as the person's name, or address, either alone or when combined with other sources, that establish the person is a qualifying patient or designated provider.

Places of assembly means a structure for groups of people to gather for an event or regularly scheduled program. Examples include but are not limited to arenas, religious institutions, lecture halls, banquet facilities, and similar facilities.

Planning commission means the Ellensburg planning commission created by chapter 1.14 ECC.

Plant means, for the purpose of chapter 15.370 ECC, an organism having at least three distinguishable and distinct leaves, each leaf being at least three centimeters in diameter, and a readily observable root formation consisting of at least two separate and distinct roots, each being at least two centimeters in length. Multiple stalks emanating from the same root ball or root system shall be considered part of the same single plant.

Precision instrument approach is, for the purpose of chapter 15.350 ECC, designed to provide an approach path for exact alignment and descent of an aircraft on final approach to a runway.

Precision instrument runway 29 is, for the purpose of chapter 15.350 ECC, a 50,000-foot-long trapezoid that is 1,000 feet wide at the point where it meets the primary surface. It has a 50:1 slope for the first 10,000 feet and a slope of 40:1 for the remaining 40,000 feet. The approach surface is 16,000 feet wide at the outermost point.

Preliminary subdivision or plat means a scaled drawing of a proposed subdivision showing the general layout of streets, lots, blocks, rights-of-way, easements and other required elements of a plat which shall furnish a basis for the preliminary approval or disapproval of the general layout of the subdivision and preparation of a final subdivision. See chapter 15.260 ECC.

Premises means a specified lot or tract of land under single ownership.

Preservation planner means, for the purposes of chapter 15.280 ECC, the department of community development employee or consultant assigned to staff the Ellensburg landmarks and design commission and administer the historic preservation program.

Primary surface means, for the purpose of airport overlay zone regulations set forth in chapter 15.350 ECC, a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. For military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Principal unit is a single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit.

Process means, for the purpose of chapter 15.370 ECC, to handle or process cannabis in preparation for medical use.

Produce means, for the purpose of chapter 15.370 ECC, to plant, grow, or harvest cannabis for medical use.

Public agency or utility office means a building or portion thereof used primarily for administration purposes by a public agency or utility.

Public meeting means an informal meeting of people to obtain comments from a city commission, committee, or public agency and members of the public prior to a decision on a project permit application.

Public place includes, for the purpose of chapter 15.370 ECC, streets and alleys of incorporated cities and towns; state or county or township highways or roads; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; premises where goods and services are offered to the public for retail sale; public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theaters, stores, garages, and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, buses, ferries, and other public conveyances of all kinds and character, and the depots, stops, and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

Public transportation.

1. *Public transportation* means the conveyance of passengers and/or freight by buses, trains, airplanes or taxis for a fare.
2. *Passenger terminals* means the facilities used as transfer areas, ticketing agencies and administrative offices for "public transportation," excluding taxi stands or bus stops along prescribed bus routes.
3. *Deadhead stations* means the facilities used for the storage and mechanical maintenance of vehicles engaged in "public transportation."

Public use means any use of land by the public or a local, state or federal government agency.

Public utility means any use of land by a local, state, or federal agency, or by any person, firm or corporation licensed or franchised by such a government agency involving the transportation or transmission of materials, signals or electrical energy by vehicle or through conduit, wire, pipe or other similar device. Typical examples of this would include water, gas and sewer mains, television or telephone lines, and refuse collection. For the purpose of this title,

such uses located or to be located on the properties they are to serve shall not be included in this definition.

Public works development standards means those standards filed by the director of public works with the Ellensburg city clerk, as approved and adopted by reference in ECC 4.04.020, including any amendments thereto made in accordance with ECC 4.04.040.

(Ord. No. 4955, § 104, 2-18-2025; Ord. No. 4953, § 2, 1-21-2025; Ord. 4887 § 13, 2022; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 3, 2-5-2024)

Section 11. Section 15.130.180 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 14, is hereby amended to read as follows:

15.130.180 R definitions.

Radio station means an indoor space for broadcasting audio programs. Any associated recording studios or on-site wireless communication facilities are regulated separately by this Title.

Reasonably safe from flooding means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, "reasonably safe from flooding" means that the lowest floor is at least two feet above the highest adjacent grade.

Recreation—Indoor commercial means a commercial recreation land use conducted entirely within a building, including, but not limited to, athletic and health clubs, pool or billiard halls, skating rinks, swimming pools, and tennis courts.

Recreation—Outdoor commercial means a commercial recreation land use conducted primarily outdoors, including, but not limited to, water parks, amusement parks, and miniature golf courses.

Recreation—Small scale indoor commercial studios means a commercial recreation land use conducted entirely within a building, limited to a floor area of no more than 2,000 square feet, including, but not limited to, dance, yoga, aerobics, martial arts, and spin classes.

Recreational vehicle is a vehicle built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed primarily for recreational camping, travel or seasonal use which has its own motive power or is mounted on or towed by another vehicle, including but not limited to:

1. Travel trailer;
2. Folding camping trailer;
3. Park trailer;
4. Truck camper;
5. Motor home; and
6. Multi-use vehicle.

Recreational vehicle park means a lot, parcel or tract of land, or a portion of a manufactured home park, having as its principal use the rental of space for temporary, short-term, transient occupancy by two or more travel trailers, including any accessory buildings, structures and uses customarily incidental thereto. See ECC 15.340.050 for applicable standards.

Regional retail commercial refers to any use which involves the display and sale of retail consumer goods as part of a regional retail master site plan approved in accordance with the standards and design criteria of chapters 15.390 and 15.390A ECC. Permitted uses and exceptions are described within ECC 15.390.030. Regional retail commercial developments contain a minimum of 100,000 square feet of enclosed gross floor area of allowable uses; provided, that at least 50,000 square feet must be used by one retailer.

Residential care facilities means a facility that provides, on a regular basis, personal care, including dressing and eating and health-related care and services for at least five, but not more than 15, functionally disabled persons and which is not licensed under chapter 70.128 RCW. A residential care facility shall not provide the degree of care and treatment that a hospital or long-term care facility provides.

Residential treatment facility means, for the purposes of chapter 15.370 ECC, a facility providing for treatment of drug and alcohol dependency.

Restoration, as it pertains to chapter 15.620 ECC, is the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purposes of tracking net gains in wetland acres, restoration is divided into:

1. *Re-establishment*. the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

2. *Rehabilitation.* the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain.

Restaurant means a commercial establishment whose principal use is on-premise preparation of food for consumption by customers whether on-premise or off-premise, including those serving alcoholic beverages on-premise incidental to primary use, such as full-service dine-in eateries, drive-through fast food establishments, take-out and drive-in food services, and similar uses.

Retail means any use which involves the display and sale of retail consumer goods.

Retail outlet means a location licensed by the state liquor and cannabis board for the retail sale of marijuana concentrates, usable marijuana, and marijuana-infused products (as defined in RCW 69.50.101 and provided herein for reference).

Reverse frontage lot is a double frontage lot for which the boundary along one of the streets is established as the rear lot line.

Reviewing authority refers to the individual or official body identified as having the responsibility to review and approve or deny permit applications described in this title. Also see *decision-maker* in ECC 15.130.040.

Right-of-way means a general term denoting land, property or interest therein which is meant for public use, usually for transportation purposes. Rights-of-way are distinguished from easements in that they are separate and distinct from the lots adjoining such rights-of-way and are not included in any private ownership.

Runway means, for purposes of chapter 15.350 ECC, a defined area on an airport prepared for landing and takeoff of aircraft along its length.

(Ord. 4887 § 14, 2022; Ord. 4878 § 10, 2021; Ord. 4803 § 1, 2018; Ord. 4769 § 5, 2017; Ord. 4724 § 3, 2016; Ord. 4656 § 1 (Exh. O2), 2013)

Section 12. Section 15.130.190 of the Ellensburg City Code, as last amended by Ordinance 4878, Section 11, is hereby amended to read as follows:

15.130.190 S definitions.

School means, for the purposes of chapter 15.370 ECC, an institution of learning for minors, whether public or private, offering regular course of instruction required by the Washington

Education Code. This definition includes an elementary school, middle or junior high school, or high school.

Senior citizen assisted housing means housing in a building consisting of two or more dwelling units restricted to occupancy by at least one occupant 62 years of age or older per unit, and must include at least two of the following support services:

1. Common dining facilities or food preparation service;
2. Group activity areas separate from dining facilities;
3. A vehicle exclusively dedicated to providing transportation services to housing occupants;
4. Have a boarding home (assisting living) license from Washington State Department of Social and Health Services.

Senior housing means a residential complex containing multifamily dwellings designed for and principally occupied by senior citizens (over 62 years old). For the purpose of permitted uses in ECC 15.310.040, senior housing is a type of multifamily dwelling, unless it also meets the definition of senior citizen assisted housing, set forth in this section.

SEPA rules means chapter 197-11 WAC, as now existing or hereafter amended by the department of ecology. See chapter 15.270 ECC.

Shielding means that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture.

Short plat or *short subdivision plat* means the map or representation of a short subdivision, both in preliminary and final short subdivision plat form, containing all of the pertinent information as required by this title. See chapter 15.260 ECC.

Short subdivision means the division of land into nine or fewer lots, tracts or parcels. See chapter 15.260 ECC.

Significant feature means, for purposes of chapter 15.280 ECC, any physical characteristic of a landmark, landmark site, or landmark district which the commission has stipulated in the designation as important to the historic value of the property, and for which a certificate of appropriateness is required prior to alteration.

Site development permit means a permit, issued by the city, to develop, redevelop or partially develop a site exclusive of any required building or land use permit. A site development permit may include one or more of the following activities: paving, grading, clearing, filling, tree removal, on-site utility installation, stormwater facilities, walkways, striping, wheelstops or

curbing for parking and circulation, landscaping, or restoration. See ECC 15.250.020 for applicable standards.

Sleeping unit means an independently rented or owned and lockable unit that provides living and sleeping space. Sleeping units may not have both private sanitation and kitchen facilities; however, kitchenettes may be provided.

Small wind energy system means, for purposes of ECC 15.340.060, a wind energy conversion system with a rated output up to and including 20 kilowatts in residential zones and up to and including 100 kilowatts in commercial, industrial and public reserve zones and consisting of: wind turbine, tower, base and associated control or conversion electronics, as well as all anchors, guy cables and hardware.

Special valuation for improvements to historic property or special valuation means, for purposes of chapter 15.280 ECC, the local option program established under the authority of chapter 84.26 RCW which, once implemented, makes available to property owners a special tax valuation for rehabilitation of historic properties, under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Start of construction includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start date of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Storefront means a building located adjacent to the sidewalk and featuring nonresidential uses on the ground floor, an entry facing the sidewalk, and transparent window area along at least 70 percent of the ground floor facade between 30 inches and eight feet above grade.

Street means a thoroughfare including an alley which has been dedicated to the public and designated for public use as a street.

Strip commercial development means commercial development in a linear form along any public street. Characteristics of strip commercial development are:

1. Primary access is from one street.
2. Lot(s) are less than 300 feet deep.
3. There is little or no commercial development on the street to the rear of the lot(s).
4. Uncoordinated development of separate lots.

Structural alteration means any change, addition, or modification in the supporting members of a building or structure such as bearing walls, columns, beams or girders, floor joists or roof joists.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. It shall also include but not be limited to buildings, manufactured homes, walls, fences, billboards and poster panels. For the purposes of the floodplain district provisions only, as set forth in division VI, the term "structure" shall be limited to mean a walled and roofed building including a gas or liquid storage tank that is principally aboveground, as well as a manufactured home. For the purposes of airport overlay zone regulations set forth in chapter 15.350 ECC, "structure" means an object, including a mobile object, constructed or installed by man, including, but without limitation, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.

Studio apartment means a dwelling unit no larger than 500 square feet with one habitable room together with a kitchen or kitchenette and bathroom facilities.

Subdivision means the division of land as governed by Washington State in chapter 58.17 RCW and by chapter 15.260 ECC and other applicable sections of the LDC.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed.

The term does not, however, include either:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a "historic structure," listed on the National Register of Historic Places or a State Inventory of Historic Places; provided, that the alteration will not preclude the structure's continued designation as a "historic structure."

Supplemental directional sign is a sign that is required under the Washington State Department of Transportation "Motorist Information Sign Program" to provide supplemental direction to assist interstate travelers to locate businesses advertised on interstate information signs through the state program. Such signs shall be no more than 24 inches by 12 inches in size, shall be of similar color and design as required under the state program for motorist information signs, and may be located at off-premises locations within the city.

(Ord. 4878 § 11, 2021; Ord. 4807 § 11, 2018; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 13. Section 15.130.200 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 12, is hereby amended to read as follows:

15.130.200 T definitions.

Tavern means a commercial establishment whose principal use is the on-premise sale and consumption of alcoholic beverages, including those selling food incidental to primary use, such as bars, wine tasting rooms, and similar uses of land.

Temporary use means a use which will operate for less than 60 days. See ECC 15.250.010 for details.

Terminal or debilitating medical condition means, for the purposes of chapter 15.370 ECC:

1. Cancer, human immunodeficiency virus (HIV), multiple sclerosis, epilepsy or other seizure disorder, or spasticity disorders;
2. Intractable pain, limited for the purpose of this title to mean pain unrelieved by standard medical treatments and medications;
3. Glaucoma, either acute or chronic, limited for the purpose of this chapter to mean increased intraocular pressure unrelieved by standard treatments and medications;
4. Crohn's disease with debilitating symptoms unrelieved by standard treatments or medications;
5. Hepatitis C with debilitating nausea or intractable pain unrelieved by standard treatments or medications;

6. Diseases, including anorexia, which result in nausea, vomiting, cachexia, appetite loss, cramping, seizures, muscle spasms, or spasticity, when these symptoms are unrelieved by standard treatments or medications; or
7. Any other medical condition duly approved by the Washington State Medical Quality Assurance Commission in consultation with the board of osteopathic medicine and surgery as directed in this chapter.

THC concentration means, for the purposes of chapter 15.370 ECC, percent of tetrahydrocannabinol content per weight or volume of useable cannabis or cannabis product.

Theater means a place of public assembly intended and expressly designed for the presentation of motion pictures, other than an adult theater.

Tow vehicle storage area means the approved yard and buildings where stored vehicles are kept. The storage areas and fencing must comply with the requirements established by the Washington State Department of Licensing, Washington State Patrol, and all local zoning rules and regulations. All tow vehicle storage areas must be physically located within the tow zone assigned to the operator.

Tower height means, for the purposes of chapter 15.350 ECC, the distance measured from the finished grade to the highest point of the structure.

Transitional housing means a facility that provides housing and supportive services to homeless individuals or families for up to two years and whose primary purpose is to enable homeless individuals or families to move into independent living and permanent housing.

Transitional surfaces, for the purposes of chapter 15.350 ECC, extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each one foot vertically from the sides of the conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

Transportation demand management or *TDM* means a broad range of strategies that reduce or shift use of the roadway, thereby increasing the efficiency and life of the overall transportation system. TDM programs influence travel behavior by using strategies that accommodate more person-trips in fewer vehicles, shift the location or time of day at which trips are made, or reduce the need for vehicle trips.

Treatment means the physical, chemical, or biological processing of dangerous waste to make such wastes nondangerous or less dangerous, safer for transport, amendable for energy or material resource recover, amendable for storage, or reduced in volume.

Tree means, for the purpose of airport overlay zone regulations set forth in chapter 15.350 ECC, any object of natural growth.

(Ord. 4807 § 12, 2018; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 4, 2-5-2024)

Section 14. Section 15.130.210 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.130.210 U definitions.

University means a public institution of higher learning for adults offering course instruction, business, technical or vocational training, or professional accreditation, including associated institutional functions not limited to residences, assembly spaces, recreational uses, food service, research centers, professional offices and other associated uses owned, operated or managed by the institution.

Usable floor area is a term used in computing parking requirements, meaning the aggregate area of a building enclosed by the interior face of exterior walls on the first story, and including the floor area, similarly measured, of each additional story which is connected to the first story by a fixed stairway, escalator, ramp or elevator, ~~and the floor area of all accessory buildings, measured similarly,~~ but excluding that part of any floor area which is occupied by heating, ventilating, or other permanently installed equipment required for operation of the building, and by unenclosed porches, light shafts, public corridors and public toilets. For uses not enclosed with a building, the area for sales, display, or service shall be measured to determine equivalent usable floor area.

Useable cannabis means, for the purposes of chapter 15.370 ECC, dried flowers of the Cannabis plant having a THC concentration greater than three-tenths of one percent. Useable cannabis excludes stems, stalks, leaves, seeds, and roots. For purposes of this subsection, "dried" means containing less than 15 percent moisture content by weight. The term "useable cannabis" does not include cannabis products.

Utility facility means any privately, publicly, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system, which directly or indirectly serves the public. For commercial wireless communication support towers, antenna arrays, and facilities, see ECC 15.340.070 for applicable standards and procedures.

Utility runway means, for the purposes of chapter 15.350 ECC, a runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight or less.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 15. Section 15.210.030 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 15, is hereby amended to read as follows:

15.210.030 Permit review process types—Defined.

- A. *Review process Type I.* These decisions are based on compliance with specific, nondiscretionary and/or technical standards that are clearly enumerated in the LDC or other adopted city development codes. Most of these decisions are made administratively through a Type I review process by the director or by the landmarks and design commission if the project involves properties listed on the landmarks register. There are generally no notice or hearing requirements and no appeal opportunity for Type I decisions except for judicial appeals. Type I decisions are not subject to environmental review under the State Environmental Policy Act (SEPA), codified at chapter 43.21C RCW (also see chapter 15.270 ECC).
- B. *Review process Type II.* Unless otherwise specified, most Type II decisions are made by the director based on standards and clearly identified criteria in the LDC or other adopted city development codes. Some landmarks and design commission decisions are also Type II decisions. Type II decisions require some level of public notice and typically do not include a public hearing ~~but may include a predecision public meeting~~, except for Type II process for ~~COAs~~ landmarks and design commission decisions. See ECC table 15.210.040(A). The Type II process requires that the director or other designated decision-maker issue a written report that sets forth a decision to approve, approve with modifications or conditions, or deny the application. The written decision report will also include any threshold determinations under SEPA or critical area final determinations under division VI. Such Type II project decisions are appealable to the hearing examiner in an open record appeal hearing, except for ~~departure decisions made by the director pursuant to ECC 15.210.060, and certificate of appropriateness decisions made by the landmarks and design commission pursuant to the procedures set forth in chapter 15.280 ECC, which are appealable to city council~~ the hearing examiner in a closed record appeal hearing. See ECC 15.210.050(B).
- C. *Review process Type III.* These are quasi-judicial decisions that are made by the designated decision-maker and involve the use of discretionary judgment in the review of each specific application. Type III decisions require findings, conclusions, an open record public hearing and recommendations prepared by the review authority for the final decision. Any

administrative appeal of a SEPA threshold determination or critical area final determination shall be consolidated with the open record public hearing on the project permit, except a SEPA determination of significance, which must be appealed directly to city council at the time it is issued and prior to any further review on the underlying permit.

- D. *Review process Type IV.* These quasi-judicial decisions are made by the city council and the hearing examiner and involve the use of discretionary judgment in the review of each specific application. Type IV decisions may require a predecision open record public hearing by the designated body which will then provide recommendations to the decision-maker. The final decision must include findings and conclusions in support of the decision. Any administrative appeal of a SEPA threshold determination shall be consolidated with the open record public hearing on the project permit, except a SEPA determination of significance, which must be appealed directly to city council at the time it is issued and prior to any further review on the underlying permit.
- E. *Review process Type V.* These are legislative, nonproject decisions made by the city council under its authority to establish policies and regulations regarding future private and public developments, and management of public lands. Type V actions include comprehensive plan adoption or amendment, area-wide rezones, annexations, adoption or changes to development regulations, and the siting of essential public facilities. Because Type V actions are not project permit applications, they are not governed by the same procedural rules as project permits. Each Type V action is included separately in the LDC with its own established review and decision process.

(Ord. 4807 § 15, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 16. Section 15.210.040 of the Ellensburg City Code, as last amended by Ordinance 4951, Section 4, is hereby amended to read as follows:

15.210.040 Permit review process types—Decision-making, procedures and notice requirements.

- A. *Decision-making and appeal process.* Table 15.210.040(A) sets out the permit review decision-making and appeal processes for the permit review process types.

Table 15.210.040(A)
Decision-Making and Appeal Process for Permit Review Process Types

	Type I	Type II	Type III	Type IV	Type V
--	--------	---------	----------	---------	--------

Final decision made by:	Director or designated decision-maker (see ECC 15.210.050(A))	Director or designated decision-maker (see ECC 15.210.050(B))	Designated decision-maker (see ECC 15.210.050(C))	Designated decision-maker (see ECC 15.210.050(D))	City council
Recommendation made by:	NA	NA	Designated body	Designated body	Planning commission
Open record predecision public hearing	No	No Except that landmarks and design commission holds an open record public hearing (see chapter 15.280 ECC)	Yes	Yes	Yes Multiple open record predecision hearings can be held
Open record appeal public hearing	Yes	Yes, except for landmarks and design commission decisions which have a closed record appeal <u>to the hearings examiner</u>	No	No	No
Closed record appeal hearing	No	No, except for landmarks and design commission decisions which are appealed to the hearings examiner	Yes	No	No

Appeal to:	Superior court	Hearing examiner except director decisions on departures, are appealed to city council	Hearing examiner <u>Superior court</u> or city council	Superior court	Superior court or to the growth management hearings board if GMA action
Judicial appeal (see ECC 15.230.100)	Yes	Yes	Yes	Yes	Yes

- B. *Procedures.* Table 15.210.040(B) sets out the permit review procedures for the five permit review process types.

Table 15.210.040(B)
Procedures for Permit Review Process Types

	Type I ³	Type II ³	Type III ³	Type IV ³	Type V
Preapplication meeting (see ECC 15.220.010) ¹	No	No ¹	Yes	Yes	No
Notice of complete application (see ECC 15.220.030)	No	Yes	Yes	Yes	No
Notice of application (see ECC 15.220.040)	No	Yes	Yes	Yes	No
SEPA determination (see chapter 15.270 ECC)	No	Yes if applicable	Yes if applicable	Yes, if <u>applicable</u>	Yes if applicable
Notice of hearing (see ECC 15.230.020)	No	No	Yes	Yes	Yes
Notice of decision (see ECC 15.220.080)	Yes	Yes	Yes	Yes	Yes

Review period (see ECC 15.220.070) ²	65 days	100 days	120 days	120 days	No
---	---------	----------	----------	----------	----

Notes/conditions:

1. A preapplication meeting shall be required for all Type III or IV permits, multifamily projects, townhouses, commercial projects, industrial projects, major design review projects, binding site plans, and short subdivisions as set forth in ECC 15.250.030. See ECC 15.220.010.
2. Preliminary short subdivisions and preliminary long subdivisions have a 60 90-calendar-day deadline for issuance from date of filing (after determination of complete application), subject to eligible extensions pursuant to RCW 58.17.140(1). All final subdivisions-plats and short plats must issue in 30 calendar days from date of filing, and a preliminary subdivision must issue in 90 calendar days (after determination of complete application). See RCW 58.17.140, and ECC 15.260.060 & 15.260.120. “Date of filing” is the date an application is determined complete pursuant to ECC 15.220.030.
3. Permit review periods ~~for Type I applications~~ are calculated from the date of ~~application submittal~~ the application is determined complete.

C. *Notice requirements.* Table 15.210.040(C) sets out the notice requirements for the five permit review process types.

Table 15.210.040(C)
Notice Requirements for All permit Application Types, Unless Otherwise Stated.
See chapter 15.220 ECC.

	Send to property owners within 300'	Public Newspaper legal notice (see ECC 15.220.040)	Post property (see ECC 15.220.050)	Send to agencies with jurisdiction (for SEPA)	Send to applicant	<u>Send to parties who comment, testify, or request notice</u>
Notice of completeness					X	

(see ECC 15.220.040)						
Notice of application (see ECC 15.220.040) ¹	X, <u>except for Type I permits</u>	X, except for Type I permits	X, except for Type I and II permits	X	X	
SEPA determination (see chapter 15.270 ECC) ¹		X	X	X	X	<u>X</u>
Notice of open record predecision hearing or meeting , if applicable	X	X	X, <u>except for Type I and II permits for site-specific proposals</u>		X	
Notice of decision (see ECC 15.220.080) ¹		X, <u>except for Type I and II permits</u>	X, except for Type I and II permits		X	<u>X</u>
Notice of <u>closed record</u> or appeal hearing, if applicable	X	X		<u>X</u>	X	<u>X</u>

Notes/conditions:

1. Any SEPA review requires applicable public notice; see ECC 15.220.040, 15.220.080, 15.230.020(C) and Chapter 15.270 ECC.

(Ord. No. 4951, § 4, 12-16-2024; Ord. No. 4935, § 3, 12-18-2023; Ord. 4807 § 16, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 17. Section 15.210.050 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 4, is hereby amended to read as follows:

15.210.050 Projects under permit review process types.

- A. *Review process Type I.* Table 15.210.050(A) identifies the types of projects and permits that require a Type I review process. Any decision-making, procedural, or noticing variations from the Type I review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(A)
Projects Under Type I Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type I project ¹	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Boundary line adjustments	No variation	ECC 15.260.050
Code interpretation	No variation	ECC 15.110.060(F) <u>ECC 15.240.030</u>
Commercial wireless communication support towers, antenna arrays and facilities in residential zones	No variation except if on a landmarks register property, then must undergo review and decision by the landmarks commission as Type II project (see ECC 15.340.070)	ECC 15.340.070
Critical area exemption request or allowable activity	No variation	Division VI
Critical area initial and final determination	See division VI for process variation	Division VI
<u>Design review, minor (no departures)</u>	<u>No variation</u>	<u>ECC 15.250.030,</u> <u>Division V (Project Design)</u>

Final short subdivision approval	(See ECC 15.260.120)	Chapter 15.260 ECC
Final subdivision approval	Final decision by city council (see ECC 15.260.060)	ECC 15.260.060
Home occupation	No variation	ECC 15.340.020
Minor changes to approved preliminary <u>long</u> subdivision	No variation	ECC 15.260.110(A)
Minor <u>changes</u> to <u>approved</u> preliminary <u>short</u> plat <u>alteration</u>	No variation	ECC 15.260.110(A) <u>15.260.170(A)</u>
Minor revision to regional retail commercial master site plan	No variation	ECC 15.390.040(C)(4)
Nonconforming use determination	No variation	Chapter 15.240 ECC
Permitted use <u>(no SEPA required)</u> ³	No variation	Chapter 15.310 ECC
Site development permits (no SEPA required)	No variation	ECC 15.250.020
Small wind energy system (one per parcel) ²	No variation except if on a landmarks register property, then must undergo review and decision by the landmarks commission as Type II project. See ECC 15.340.060	ECC 15.340.060

Notes/conditions:

1. If any Type I project requires a SEPA threshold determination it automatically becomes a Type II project.

2. Where more than one small wind energy system is proposed for a parcel, then a conditional use permit is required.
 3. Permitted uses may require a preapplication meeting prior to submission of project permit applications, pursuant to ECC 15.220.010.
- B. *Review process Type II.* Table 15.210.050(B) identifies the types of projects and permits that require a Type II review process. Any decision-making, procedural, or noticing variations from the Type II review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(B)
Projects Under Type II Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type II project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Administrative variance	No variation	<u>ECC 15.320.100</u> <u>ECC 15.500.040</u>
<u>Binding site plan, general</u>	<u>No variation</u>	<u>ECC 15.260.180</u>
<u>Binding site plan, final</u>	<u>No variation</u>	<u>ECC 15.260.180</u>
Commercial wireless communication support towers, antenna arrays and facilities in commercial and industrial zones	No variation, except landmarks register properties require decision by landmarks and design commission after a public hearing, <u>appeal closed record to the hearings examiner</u>	ECC 15.340.070
Critical area exception for public agency or reasonable use	No variation	Division VI
Design review, major <u>(no departures)</u> and minor	No variation	ECC 15.250.030 Division V (Project Design)

Design review (<u>major or minor</u>) departure request for landmarks register property	Decision by landmarks and design commission after a public hearing; appeal closed record to <u>the hearings examiner-city council</u>	<u>ECC 15.210.030(B)</u> <u>ECC 15.210.060</u> (Departures) <u>ECC 15.250.030</u> <u>ECC 15.280</u>
Design review (<u>major or minor</u>) departure request for non-landmarks register property	Appeal open record to city council <u>No variation</u>	<u>ECC 15.210.030(B)</u> <u>ECC 15.210.060</u> (Departures) <u>ECC 15.250.030</u>
Landmark certificate of appropriateness (COA)	Landmarks and design commission decision after public hearing; appeal closed record to <u>the hearings examiner city council</u>	ECC 15.280.090
Landmarks register demolition	Landmarks and design commission decision after a public hearing; appeal closed record to <u>the hearings examiner city council</u>	ECC 15.280.090
<u>SEPA threshold determination</u>	<u>No variation</u>	<u>Chapter 15.270 ECC</u>
Short subdivision alteration, <u>including phasing plans</u>	No variation	ECC 15.260.170(C)
<u>Short subdivision vacation (if no public land is vacated)</u>	<u>No variation</u>	<u>ECC 15.260.170(B)</u>
Short subdivision, preliminary	No variation	Chapter 15.260 ECC (Subdivisions), Division IV (Community Design)
Site development permit (if SEPA required)	No variation	ECC 15.250.020
<u>Small wind energy system (one per parcel)¹</u>	<u>No variation, except landmarks register properties require decision by landmarks and design commission</u>	<u>ECC 15.340.060</u>

	<u>after a public hearing, appeal closed record to the hearings examiner</u>	
Temporary use	No variation	ECC <u>15.250.010</u>

Notes/conditions:

1. Where more than one small wind energy system is proposed for a parcel, then a conditional use permit is required.

C. *Review process Type III.* Table 15.210.050(C) identifies the types of projects and permits that require a Type III review process. Any decision-making, procedural, or noticing variations from the Type III review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(C)
Projects Under Type III Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type III project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Binding site plan	City council decision	ECC 15.260.180
Conditional use permit	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.250.040
Extension requests for regional retail commercial master site plan projects	City council decision after open record public hearing	ECC 15.390.040(C)(3)
<u>Short subdivision vacation (if public land is vacated)</u>	<u>City council decision after open record public hearing</u>	<u>ECC 15.260.170(B)</u>

Variance	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.250.050
Variance for critical areas regulations	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.610.210 and 15.610.215 (frequently flooded areas)

D. *Review process Type IV.* Table 15.210.050(D) identifies the types of projects and permits that require a Type IV review process. Any decision-making, procedural, or noticing variations from the Type IV review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(D)
Projects Under Type IV Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type IV project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Major revisions to regional retail commercial master site plans	Open record hearing before hearing examiner with recommendation for city council decision after closed record public hearing; not subject to decision timelines <u>Hearings examiner recommendation to city council after open record hearing; city council decision after closed record hearing</u>	ECC 15.390.040(C)(4)
Master plan for P-R zone uses	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	ECC 15.250.080 and 15.310.050

<u>Plat Long subdivision alteration-(major), including phasing plans</u>	City council decision after open record hearing	ECC 15.260.110(C); <u>ECC 15.260.080 for phasing plans</u>
<u>Plat Long subdivision vacation</u>	City council decision after open record hearing	ECC 15.260.110(B)
Preliminary <u>long</u> subdivision	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	Chapter 15.260 ECC
Regional retail commercial master site plans	Open record hearing before hearing examiner with recommendation for city council decision after closed record public hearing ¹ ; not subject to timelines	ECC 15.390.040 (master site plan provisions for regional retail commercial projects)
Site-specific rezone	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	ECC 15.250.060 Chapter 15.300 ECC

Notes/conditions:

1. For review of a regional retail commercial master site plan related to a rezone application, subdivision application, a short subdivision application, or a binding site plan application, see ECC 15.390.040(C).
- E. *Review process Type V.* Table 15.210.050(E) identifies the types of approvals and permits that require a Type V review process. Any decision-making, procedural, or noticing variations from the Type V review process are described in the middle column. The right column identifies code sections applicable to the permit.

Table 15.210.050(E)
Approvals Subject to Type V Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type V approvals	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Annexations	No variation	Chapter 15.360 ECC
Comprehensive plan amendment	See ECC 15.250.090	ECC 15.250.090
Essential public facilities	See ECC 15.250.110	ECC 15.250.110; RCW 36.70A.200; and chapter 11 of the comprehensive plan
Land development code amendment	See ECC 15.250.100	ECC 15.250.100
Rezone (other than site specific)	No variation	ECC 15.250.060 and chapter 15.300 ECC

(Ord. No. 4935, § 4, 12-18-2023; Ord. 4878 § 14, 2021; Ord. 4807 § 17, 2018; Ord. 4803 § 2, 2018; Ord. 4769 §§ 8—10, 2017; Ord. 4656 § 1 (Exh. O2), 2013)

Section 18. Section 15.220.010 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 18, is hereby amended to read as follows:

15.220.010 Preapplication meeting.

A preapplication meeting is required prior to submitting an application for any Type III or IV permit, major design review project (Type II review) permit, short plats (Type II review), binding site plans, duplexes, multifamily projects-dwellings, townhouses, and commercial or industrial projects. Other applications may be required to have a preapplication meeting at the discretion of the director based on the complexity of the project.

Applicants for other permits are encouraged to request a preapplication meeting with the city. Preapplication meetings with staff provide an opportunity to discuss the proposal in general terms, identify the applicable city requirements and the permit review process including the permits required by the action, timing of the permits and the approval process.

The director shall specify submittal requirements for preapplication meetings, which shall include a critical areas information form if critical areas are involved with the project. Plans

presented at the preapplication meeting are nonbinding and do not "vest" an application or a proposed project unless such plans have been submitted as part of a project permit application that previously has been deemed complete by the city. A summary of a preapplication meeting, including any documentation provided to the city by the applicant or to the applicant by the city, shall be made and included in the project file following the meeting.

(Ord. 4807 § 18, 2018; Ord. 4803 § 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 19. Section 15.220.015 is hereby added to the Ellensburg City Code, to read as follows:

15.220.015 Subsequent preapplication meeting.

- A. A subsequent preapplication meeting shall be required when either of the following apply:
1. Five years or more have lapsed between the date a preapplication meeting report is sent to its applicant and the submission of permit applications for the project, and there is no consistent party among the applicant, owner, or representative of the previous preapplication and project permit; or
 2. The property of the proposal has been subject to change by any boundary line adjustment, annexation, comprehensive plan future land use map amendment, subarea plan adoption or amendment, or area-wide rezone, when such change was not evaluated in the previous preapplication as toward the proposal and the change meaningfully alters project entitlements or requirements.
- B. A subsequent preapplication meeting may be requested by the applicant prior to submission of project permit applications, or by the city prior to a determination of application completeness, when development standards amended subsequent to the preapplication report would alter said previous report with respect to project entitlements and requirements for substantially the same project, including:
1. Amendments to the Ellensburg City Code;
 2. Amendments to City of Ellensburg Public Works Development Standards; or
 3. Amendments to the Revised Code of Washington or Washington Administrative Code pertinent to the proposal and administered by the city, such as SEPA, Critical Areas ordinances, zoning, subdivision, local project review, transportation, utilities, and construction.
- C. Required subsequent preapplications, and voluntary subsequent preapplications requested by an applicant, are subject to applicable fees.

Section 20. Section 15.220.040 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 4, is hereby amended to read as follows:

15.220.040 Public notice of application.

- A. *Issue notice.* Within 14 calendar days of the determination of completeness, the city shall issue a notice of application for all Type II, III, and IV projects. Notice of any SEPA pre-threshold determination comment opportunities available pursuant to chapter 15.270 ECC or critical area determination comment opportunities pursuant to division VI shall be combined with the notice of application.
- B. *Notice contents.* The notice of application shall include the following information:
1. The dates of application, determination of completeness, and the date of the notice of application;
 2. The name and address of the applicant or the applicant's designated agent;
 3. The location and description of the project;
 4. The requested actions and any required studies, if known;
 5. The date, time, and place of any predecision public meeting or open record hearing, if one has been scheduled;
 6. Identification of any environmental or critical area documents related to the project, if any, and where they are located for review;
 7. A statement of the limits of the public comment period. With the exception of short subdivisions and SEPA determinations which have a 14-calendar-day comment period per ECC 15.270.120(A), the comment period for all applications subject to review under this section is 21 calendar days beginning on the day following the date of notice of application;
 8. A statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights;
 9. The name and phone number and email address of the city staff contact for the application;
 10. Identification of the known development regulations that will be used in determining consistency of the project with the comprehensive plan; and
 11. Any other information that the city determines to be appropriate.

C. *Public notification.* The notice of application shall be made available to the public, through the following methods:

1. *Mail.* For site-specific proposals requiring a Type II (except signs), Type III or Type IV review process, the department shall mail notice to owners of real property located within 300 feet of the subject property and to any agencies with jurisdiction;
2. *Post site.* The applicant for site-specific proposals requiring a Type III or IV review process and/or requiring SEPA review pursuant to chapter 15.270 ECC, shall post a notice board on the site at the applicant's expense within five calendar days after the date of issuance of the determination of complete application per the requirements set forth in ECC 15.220.050 and 15.270.120. Type V annexation proposals shall be posted as required in chapter 35A.14 RCW and verified by an affidavit of publication; and
3. *Newspaper.* For Type II permits (except signs), site-specific proposals requiring a Type III or Type IV review process, and for non-site-specific proposals requiring a Type V review process, the department shall also publish a notice of the application in the newspaper of general circulation for the general area in which the proposal is located. This notice shall include the project location and description, the type of permit(s) required, comment period dates, staff contact information, and the location where the complete application may be reviewed.

D. *Public comments.* The department must receive all comments received on the notice of application by 5:00 p.m. on the last day of the comment period. Comments may be mailed, emailed, faxed, or personally delivered.

(Ord. No. 4929, § 4, 11-6-2023; Ord. 4807 § 21, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 21. Section 15.220.050 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 5, is hereby amended to read as follows:

15.220.050 Notice board requirements.

Posted notice for a proposal as required in ECC 15.220.040(C)(2) shall consist of one or more notice boards posted at the applicant's expense by the applicant within five calendar days following the department's issuance of a determination of completeness as follows:

- A. *Notice board.* The department shall provide the applicant with a reduced paper copy of the required notice which the applicant shall be responsible for enlarging to a six-square-foot (two feet tall by three feet wide) waterproof sign for posting;

- B. Number of boards. A single notice board shall be posted for a project. This notice board may also be used for the posting of the notice of decision and notice of hearing. Additional notice boards may be required by the department when:
1. The site does not abut a public road;
 2. A large site abuts more than one public road; or
 3. The department determines that additional notice boards are necessary to provide adequate public notice;
 4. Type V annexation by petition proposals shall be posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation pursuant to RCW 35A.14.130.
- C. Location of the notice board. The notice board shall be located:
1. At the midpoint of the site's street frontage or as otherwise directed by the department for maximum visibility;
 2. Five feet inside the street property line except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street property without approval of the department;
 3. So that the top of the notice board is between seven to nine feet above grade; and
 4. Where it is completely visible and readable from the facing property line of the site.
- D. Notice boards shall be:
1. Maintained in good condition by the applicant during the notice period through the time of the final city decision on the proposal, including the expiration of any applicable appeal periods and, for decisions that are appealed, through the time of the final resolution of any appeal. Failure to properly maintain the notice board in good condition and in the proper location as specified above may result in the director making a determination that there is a need to provide additional time for public notice;
 2. In place at least 21 calendar days prior to the date of any required hearing for a Type III or IV project, or at least 14 calendar days following the department's issuance of a determination of completeness for any Type I or II project requiring a concurrent SEPA threshold determination;

3. Removed ~~within 14 calendar days~~ after the final decision has been made on the project and all applicable appeal periods have passed;
 4. Removal of the notice board prior to the required time above may be cause for discontinuance of city review until the notice board is replaced and remains in place for the specified time period; and
- E. An affidavit of posting shall be submitted to the department by the applicant within seven days following the department's determination of completeness to allow continued processing of the application by the department.

(Ord. No. 4929, § 5, 11-6-2023; Ord. 4807 § 22, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 22. Section 15.220.070 of the Ellensburg City Code, as last amended by Ordinance 4951, Section 6, is hereby amended to read as follows:

15.220.070 Permit processing time limits.

- A. Decisions on Type I permits shall be issued within 65 calendar days from the date the application is determined complete ~~of application submittal~~ and, in the event that the decision will take longer than 65 calendar days, the applicant shall be notified and provided with a reason for the delay and an estimate of the time frame in which the decision will be made. Decisions on Type II project permits shall be made within 100 calendar days from the date of issuance of a determination that the application is complete. Decisions on Type III or IV project permits shall be made within 120 calendar days from the date of issuance of a determination that the application is complete. Exceptions to this 120-calendar-day time limit are:
1. Substantial project revisions are made or requested by an applicant, in which case the 120 calendar days will be calculated from the time that the city determines the revised application to be complete;
 2. The time required to prepare a critical area report pursuant to division VI (if applicable) and the time required to issue a draft and final environmental impact statement (EIS) in accordance with the State Environmental Policy Act (if applicable);
 3. Any period for administrative appeals of project permits;
 4. Landmarks and design commission certificates of appropriateness must be issued within ~~30~~ 100 calendar days of the application being deemed complete, unless the COA involves another permit application review process with a longer timeline pursuant to ECC 15.210.020(B), in which case the permit processing time limits are

governed by that other permit application review process, ~~or unless the COA is for a demolition in which case the time limits set forth in ECC 15.280.090 shall apply;~~

5. Amendments to the comprehensive plan or LDC for which the schedule for adoption is established legislatively;
6. Short subdivisions, preliminary and final subdivisions, and binding site plans which are governed by the processing time limits set forth in chapter 15.260 ECC, and SEPA Threshold Determinations which are governed by chapter 15.270 ECC; or
7. Development agreements (see chapter 15.380 ECC and RCW 36.70B.200).
8. Any written notice from the department requesting additional information shall include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. "Nonresponsiveness" means that the applicant is not making demonstrable progress on providing additional requested information to the department, or that there is no ongoing communication from the applicant to the department on the applicant's ability or willingness to provide the additional information.

B. The time limits set for Type I, II, III, or IV projects do not include:

1. Any period of time during which the applicant has been requested in writing by the department to correct plans, perform studies, including critical area reports pursuant to division VI, or provide additional information. This period of time shall be calculated from the date the department notifies the applicant of the need for such additional information, studies or reports, until the date the department determines that the additional information satisfies the request for such information or 14 calendar days after the date the information has been provided to the department, whichever is earlier.
2. If the department determines that the additional information submitted to the department by the applicant under subsection (B)(1) of this section is insufficient, the department shall notify the applicant of the deficiencies in writing within 14 calendar days from the date the information was provided to the department, and the procedures provided in subsection (B)(1) of this section shall apply as if a new request has been made.

C. If the department is unable to issue its final decision on a project permit application within the time limits provided for in this section, it shall notify the applicant of that inability to issue the final decision within the prescribed time limits. Such notice shall include a statement of the reasons why the time limit has not been met and an estimated date for issuance of the notice of decision.

(Ord. No. 4951, § 6, 12-16-2024; Ord. 4807 § 23, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 23. Section 15.220.080 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.220.080 Public notice of final project permit decision.

For Type I, II, III, and IV project permits, the director shall issue and mail a notice of decision to ~~the parties of record~~, to any person who, prior to the rendering of the decision, requested notice of the decision in writing or provided substantive comment on the proposal, and to the Kittitas County assessor's office. The notice of decision may be a copy of the final report, and must include the SEPA threshold determination and critical area final determination if the project was not categorically exempt from SEPA and critical area determination. The decision notice must state procedures and timelines for eligible administrative appeals under Chapter 15.230 ECC, and state that affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation. For Type III and IV permits and SEPA threshold determinations, the notice of decision shall also be posted on the subject property and published in the city's official newspaper pursuant to the requirements in ECC 15.220.040(C) and 15.220.050.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 24. Section 15.230.010 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.010 Limitations on the number of hearings.

- A. No more than one open record hearing shall be heard on any project permit application. The administrative appeal hearing on a SEPA threshold determination ~~of nonsignificance~~ or a critical area determination pursuant to division VI shall be consolidated with any open record hearing on the project permit.
- B. A public meeting may be held by a designated body prior to making a recommendation to a decision-maker. The purpose of such public meeting shall be to help inform the recommendation or decision but will not involve the acceptance of any evidence or formal testimony. Materials submitted and utilized in informing any recommendation shall accompany the recommendation to the decision-maker. Procedures for public meetings are governed by chapter 42.30 RCW.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 25. Section 15.230.020 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 24, is hereby amended to read as follows:

15.230.020 Public notice of open record public hearing.

Notice of the time and place of an open record hearing, including open record appeal hearings, shall be made available to the public by the department no less than 14 calendar days prior to the hearing, through use of these methods:

- A. *Mail.* Mailing to owners of real property located within 300 feet of the subject property;
- B. *Newspaper.* The department shall publish a notice of the open record public hearing in the newspaper of general circulation for the general area in which the proposal is located; and
- C. *Post site.* Posting the property ~~(for site-specific proposals).~~ (Type III and IV permits and SEPA appeals only; See ECC 15.220.040).
- D. *City hearing body notification.* Notice of an open record hearing may be transmitted by the department to a city hearing body through staff in accordance with the body's regular meeting agenda process.

(Ord. 4807 § 24, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 26. Section 15.230.025 is hereby added to the Ellensburg City Code, to read as follows:

15.230.025 Public notice of closed record public hearing.

Notice of the time and place of a closed record hearing, including closed record appeal hearings, shall be made available by the department no less than 14 calendar days prior to the hearing pursuant to ECC 15.230.090(B)(3), limited to the following parties and methods:

- A. *Mail.* Mailing or electronic mail to the applicant, anyone who testified at the open record public hearing and provided sufficient contact information for written notification, and any person who timely submitted written comments incorporated into the open record by mail with a return address or via email.
- B. *City hearing body notification.* Notice of a closed record hearing may be transmitted by the department to a city hearing body through staff in accordance with the body's regular meeting agenda process.

Section 27. Section 15.230.030 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.030 Effective date of decision.

Unless an administrative appeal is timely filed, a project permit decision of the city shall be effective on the date the written decision is issued, or as otherwise stated in the decision such as for zoning ordinances.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 28. Section 15.230.040 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.040 General description of appeals.

Appeals of decisions issued by a city decision-maker under ECC Title 15 shall be governed by this Section and ECC Table 15.210.040(A) as modified by 15.210.050, generally as follows:

- A. Type I project permits are appealable only to superior court.
- B. Type II project permit decisions are subject to administrative appealable to the hearing examiner ~~(unless otherwise noted in table 15.210.050(B)) who conducts an open record appeal hearing.~~
- C. Type III project permit decisions are either subject to administrative appeal to city council or to judicial appeal to superior court as provided ~~appealable to city council which conducts a closed record appeal hearing, except Type III decisions made by city council which are appealable to superior court.~~
- D. Appeals of city council final decisions (including all Type IV and V permits), and appeals of an administrative appeal body's authority's final decisions, shall be made to the superior court or to the growth management hearings board, as applicable to the matter being appealed.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 29. Section 15.230.050 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.050 Grounds for administrative appeal.

Any administrative appeal to Type II and III heard by a city appeal body for project permit decisions made by city decision-makers shall be linked to the criteria of the underlying project permit decision. The grounds for filing an appeal shall be limited to the following:

- A. The designated decision-maker exceeded his or her jurisdiction or authority;
- B. The designated decision-maker failed to follow applicable procedures in reaching the decision;
- C. The designated decision-maker committed an error of law; or
- D. The findings, conclusions or decision prepared by the designated decision-maker are not supported by substantial evidence.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 30. Section 15.230.060 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.060 Standing to initiate an administrative appeal.

- A. *Limited to parties of record.* Only parties of record may file an administrative appeal.
- B. *Definition.* The term "parties of record" for the purposes of this chapter, shall mean:
 - 1. The applicant;
 - 2. In the case of a closed record appeal: Any person who testified at the open record public hearing on the application;
 - 3. Any persons who submitted written comments concerning the application (~~excluding persons who have only signed petitions or mechanically produced form letters~~);
 - 4. The Ellensburg city council;
 - 5. Property owners within 300 feet of the property subject to the project permit; or
 - 6. Any person who can demonstrate that he/she is aggrieved by the decision in a manner sufficient to establish standing to initiate an administrative appeal.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 31. Section 15.230.070 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 25, is hereby amended to read as follows:

15.230.070 Appeals Administrative appeal procedures.

~~Appeals~~ Administrative appeals of a project permit decision shall be governed by the following:

- A. *Time to file.* An administrative appeal to a city appeal body shall be considered timely only if it is filed with the community development director within 14 calendar days after written notice of the decision is ~~mailed~~ issued and is accompanied by the appropriate appeal fee. ~~Appeals~~ Administrative appeals shall be delivered to the community development department by mail, personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. ~~Appeals~~ Administrative appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.
 - 1. Exception. When a SEPA threshold determination requiring subsequent public comment is issued concurrently with a project permit decision that is eligible for administrative appeal, the appeal period shall be extended by an additional seven days. See RCW 36.70B.110(9).
- B. *Computation of time.* For the purposes of computing the time for filing an administrative appeal, the day the decision is issued shall not be counted. If the last day of the administrative appeal filing period is a Saturday, Sunday, or holiday designated by RCW 1.16.050 or by a city ordinance, then the appeal must be filed on the next business day.
- C. *Acceptance of appeal.* The director shall accept administrative appeals that meet the requirements of this section and shall schedule such appeals for consideration by the appeal body ~~or city council~~ as provided in ECC 15.230.040. The director shall reject any administrative appeal that fails to meet the filing and submittal requirements of this section. The appeal fee shall be refunded in the event the director rejects an administrative appeal, or in the event that the appellant files a written statement with the director at least 15 calendar days before the scheduled date for consideration of the appeal. In all other cases, the appeal fee shall be nonrefundable.
- D. *Content of appeal.* ~~Appeals~~ Administrative appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:
 - 1. Appellant's name, address and phone number.
 - 2. A statement describing appellant's standing to appeal.

3. Identification of the application or decision that is the subject of the appeal.
 4. Appellant's statement of grounds for appeal and the facts upon which the appeal is based, with specific references to the facts in the record;
 5. The specific relief sought.
 6. A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature or the signature of the appellant's agent, provided such agent's authorization is in writing and accompanies the appeal.
- E. *Effect.* The timely filing of an administrative appeal shall stay the decision-maker's decision until such time as the appeal is concluded or withdrawn.
- F. *Burden of proof.* The appellant shall bear the burden to demonstrate that at least one of the grounds for administrative appeal as set forth in ECC 15.230.050 has occurred.
- G. *Standard of review.* The appeal body shall determine whether there is substantial evidence in the administrative record to support an affirmative finding that one of the grounds for administrative appeal raised by the appellant has been met. The appeal body may affirm, modify or reverse the decision of the hearing body.
- H. *Decision.* The appeal body shall issue a written decision on the appeal supported by written findings and conclusions. The director shall mail notice of the appeal body's decision to the appellant(s), the applicant, and other parties of record. The notice shall consist of the appeal body's decision identifying the case by number and appellant's name. The notice shall also include a statement concerning any appeal rights for the appeal decision. Where applicable, the notice shall comply with the official notice provisions of RCW 34.21C.075.

(Ord. 4807 § 25, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 32. Section 15.230.080 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 26, is hereby amended to read as follows:

15.230.080 Open record hearing or open record appeal hearing proceedings.

- A. *Responsibility of director for hearing.* The director shall:
1. Schedule a predecision public hearing or an open record administrative appeal public hearing as applicable. If the matter is a predecision public hearing, the open record hearing shall be heard within 60 calendar days from the issuance of the notice of application. If the matter is an administrative appeal of a decision which provides for

an open record ~~appeal~~ hearing, such administrative appeal hearing shall be held and a decision made within 45 calendar days from the date the appeal is filed unless otherwise established by statute.

2. Provide notice of public hearing as required per ECC 15.230.020.
 3. Prepare the staff report on the application, which shall be a single report stating all of the decisions made as of the date of the report, including recommendations on a project permit that did not require an open record predecision hearing. The report shall state any mitigation required or proposed under the development regulations or the city's authority under SEPA.
 4. Once a decision has been issued, prepare the notice of decision, if required by the hearing body, and mail a copy of the notice of decision to those required to receive such decision.
- B. *Conflict of interest; ethics; Open Public Meetings Act; appearance of fairness.* The hearing body shall be subject to the code of ethics (RCW 35A.42.020), prohibitions on conflict of interest (RCW 35A.42.020 and chapter 42.23 RCW), open public meetings (chapter 42.30 RCW), and appearance of fairness (chapter 42.36 RCW) as the same now exist or may hereafter be amended.
- C. *Ex parte communication.*
1. No member of the hearing body may communicate, directly or indirectly, regarding any issue in a proceeding before the hearing body, other than to participate in communications necessary to procedural aspects of maintaining an orderly process, unless such member provides notice and opportunity for all parties to participate, except as provided in this subsection:
 - a. The hearing body may receive advice from legal counsel;
 - b. The hearing body may communicate with staff members on code or procedural matters; and
 - c. If, before serving as the hearing body in a quasi-judicial proceeding, any member of the hearing body receives an ex parte communication of a type that could not properly be received while serving, the member of the hearing body, promptly after starting to serve, shall disclose the communication as described in subsection (C)(2) of this section.
 2. If a member of the hearing body receives an ex parte communication in violation of this section, he or she shall place on the record:
 - a. All written communications received;

- b. All written responses to the communication;
 - c. A statement of the substance of all oral communications received and all oral responses made; and
 - d. The identity of each person from whom the hearing body member received any ex parte communications.
3. Any person in the hearing audience may object to the participation in the hearing of any hearing body member who has placed an ex parte communication on the record and the hearing body member may choose to recuse himself or herself from the hearing or may provide rebuttal to said objection and indicate on the record that he or she believes that they can continue on to hear the matter in a fair and unbiased manner.

D. *Disqualification.*

1. A member of the hearing body who is disqualified through recusal shall not be counted for purposes of forming a quorum. Any member who is disqualified by recusal may do so only by making full disclosure to the audience, abstaining from voting on the proposal, vacating the seat on the hearing body and physically leaving the hearing room.
2. Except for Type V actions, a member absent during the presentation of evidence in a hearing may not participate in the deliberations or decision unless the member has reviewed the evidence received.

E. *Burden and nature of proof.* Except for Type V actions, the burden of proof is on the proponent to demonstrate that the project permit application is supported by proof established on the record that it conforms to the applicable elements of the LDC and comprehensive plan and that any significant adverse environmental impacts have been adequately addressed.

F. *Order of proceedings.* The order of proceedings for a hearing will depend in part on the nature of the hearing. The following shall be supplemented by administrative procedures as appropriate:

Before receiving information on the issue, the following shall be determined:

1. Any objections on jurisdictional grounds shall be noted on the record and, if there is objection, the hearing body has the discretion to proceed or terminate;
2. Any abstentions or disqualifications shall be determined;
3. The hearing body may view the area in dispute with or without notification to the parties, but shall place the time, manner and circumstances of such view on the record;

4. Information shall be received from the staff and then from proponents and then from opponents. The presiding officer may approve or deny a request from a person attending the hearing to ask a question. Unless the presiding officer specifies otherwise, if the request to ask a question is approved, the presiding officer will direct the question to the person submitting testimony; and
5. When the presiding officer has closed the public hearing portion of the hearing, the hearing body shall openly discuss the issue and may not ask further questions of any person without reopening the public hearing, except that questions to staff of code or procedural clarification or legal question to the city attorney.

G. *Decision and notice of decision.*

1. Following the hearing procedure described in this section, the hearing body shall approve, conditionally approve, or deny the application. If the open record hearing is an administrative appeal, the hearing body shall affirm, ~~affirm with conditions~~, or reverse the decision that is on appeal.
2. The open record hearing body's written predecision, or final decision for open record appeals, shall be issued within ten working days after the hearing on the project permit application. The notice of any final decision shall be issued pursuant to ECC Table 15.210.040(B) and 15.220.080 ~~within 120 calendar days after the city notifies the applicant that the application is complete.~~

H. ~~*Issuance of notice of final decision.* The notice of decision shall be issued pursuant to ECC 15.220.080.~~

(Ord. 4807 § 26, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 33. Section 15.230.090 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 27, is hereby amended to read as follows:

15.230.090 Closed record hearing or closed record appeal hearing proceedings.

- A. A closed record hearing or closed record administrative appeal hearing shall be heard and decided within 45 calendar days from the date the ~~appeal~~ matter is filed unless otherwise established by statute.
- B. The procedure for closed record hearing or closed record administrative appeal hearing shall be the same as set forth in ECC 15.230.080, ~~open record hearing or appeal hearing proceedings~~, except that:

1. The closed record hearing shall be limited solely to the record established in the ~~predecision~~-open record hearing on which the recommendation or decision was made, and the hearing body shall be limited in its review to determining whether the previous recommendation or decision is supported by the record. The ~~appeal~~-closed record hearing body, may decide:
 - a. To uphold the decision as being supported by the record; or
 - b. Reverse the decision as not being supported by the record.
 2. Participation in the closed record hearing shall be limited to the city, including all staff, the applicant for the proposal subject to appeal, parties of record as defined in ECC 15.230.060(B), and for closed record administrative appeals those persons or entities which have timely filed complete written appeal statements and paid the appeal fee. No new testimony or evidence can be entered into the record although the hearing body can seek clarification of the record.
 3. Public noticing requirements for closed record hearings and closed record administrative appeals will be limited to persons and methods pursuant to ECC 15.230.025 ~~the applicant and parties of record~~.
- C. ~~The designated appeal body shall issue a decision on the appeal within 21 calendar days after the conclusion of the appeal hearing, unless the project permit applicant has agreed in writing to an extension of that time frame.~~ Decision and notice of decision.
1. The hearing body shall approve, conditionally approve, or deny the application when considering a predecision or recommendation. If the closed record hearing is an administrative appeal, the hearing body shall affirm or reverse the decision that is on appeal.
 2. Where the closed record hearing provides for a final decision by a hearing body serving as decision-maker, the hearing body's written decision shall be issued within ten working days after the hearing on the project permit application. The notice of decision shall be issued pursuant to ECC Table 15.210.040(B) and 15.220.080.

(Ord. 4807 § 27, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 34. Section 15.230.100 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.100 Judicial review and growth management review—non-administrative appeals.

No person may seek judicial review of any decision of the city, unless that person first exhausts the administrative appeal remedies provided by the city. Appeals of final city decisions, including those of a city administrative appeal body, shall be made to a court of competent jurisdiction or to the growth management hearings board as applicable to the matter being appealed and eligible under law.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 35. Section 15.250.010 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.250.010 Temporary use permits—Type II review process.

- A. *Purpose.* A temporary use permit is a mechanism by which the city may permit a use to locate within the city on private property on an interim basis, without requiring full compliance with the LDC or by which the city may permit seasonal or transient uses not otherwise permitted.
- B. *Procedures.* Temporary uses are subject to the Type II review process as set forth in chapter 15.210 ECC.
- C. *Decision criteria.* The director may approve or modify and approve an application for a temporary use permit if:
 - 1. The temporary use will not be detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use;
 - 2. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use;
 - 3. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on the site;
 - 4. Hours of operation of the temporary use are specified; and
 - 5. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties.
- D. *Time period.* A temporary use permit is valid for up to 60 calendar days from the effective date of the permit, except that the director may establish a shorter time frame or extend a

temporary use permit for up to one year. Temporary uses for more than one year shall require review and approval by city council as a Type IV decision.

E. Exemptions. Temporary model dwellings and related sales offices shall be exempt from temporary use permitting requirements, subject to the following:

1. No more than one lot may be utilized for such temporary use within a subdivision permitting single-family residences, limited to a period not to exceed three years from recording the final plat of the subdivision or the phase intended for the temporary use.
2. In multifamily buildings with dwellings for ownership, no more than one ground-level ADA accessible unit may be utilized for home model display, and one ground-level ADA accessible unit for sales office, both limited to a period not to exceed three years from the issuance of a final certificate of occupancy for all permanent dwellings in the project.
3. Sales offices must be limited to sale of lots or dwellings within the same subdivision, or the same multifamily development with ownership dwellings.
4. Such use shall comply with all building code requirements, public works development standards, and any conditions imposed for the temporary use by the community development director to mitigate reasonably foreseeable identified impacts of the use. Any additional off-street parking areas developed solely to serve a sales office shall be removed upon removal of the exempt temporary use.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 36. Section 15.250.030 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.250.030 Design review—Type I or II review process.

A. *Purpose.*

1. To promote the public health, safety, and general welfare of the citizens of the city;
2. To recognize that land use regulations aimed at the orderliness of community growth, the protection and enhancement of property values, the minimization of discordant and unsightly surroundings, the avoidance of inappropriateness and poor quality of design and other environmental and aesthetic objectives provide not only for the health, safety and general welfare of the citizens, but also for their comfort and prosperity and the beauty and balance of the community, and as such, are the proper and necessary concerns of local government;

3. To increase awareness of design considerations among the citizens of Ellensburg; and
4. To create a review process that balances flexibility and predictability for applicants, staff, public officials, and community members.

B. *Minor and major project design review.*

1. Exterior modifications to any property that is on the landmarks register are reviewed for applicable design review by the landmarks and design commission pursuant to Chapter ECC 15.280 ECC. 090.
2. For all non-landmarks register properties, exterior modifications and new construction are subject to both major and minor design review, as defined in ECC 15.130.040, and are reviewed for conformance with applicable land use and zoning provisions in division III, applicable community design provisions in division IV, and applicable project design provisions in division V, plus other applicable provisions set forth in the LDC.
3. The director shall have the authority to determine if a minor exterior modification to a non-landmarks register property is not significant, and therefore does not require design review, based on factors such as the scope, location, context and visibility of the change or modification. The director may determine that design review is not required for such minor exterior modifications including, but not limited to: repainting structures to similar colors; relocating, modifying or adding mechanical equipment; reorganization of portions of parking lots involving less than five spaces; modifications to locations of existing lighting; or minor changes to existing approved landscaping; provided, that cost of work does not exceed 15 percent of the structure's current Kittitas County assessed value as of the time the initial application for the work is submitted.

If there is no current Kittitas County assessed value for a structure, a current appraisal of the structure, which shall be provided by the applicant and acceptable to the director, shall be used as the value point of reference for the structure.

C. *Procedures.* Minor design review projects are subject to the Type I review process, and major design review projects or minor design review projects that request departures or are located on landmarks properties are subject to the Type II review process, as set forth in chapter 15.210 ECC.

1. Major design review projects require a preapplication meeting (see ECC 15.220.010);
and
2. Projects-Major or minor design review projects on landmarks register properties, and such projects which include one or more departure requests, require a review and

approval by the landmarks and design commission through a Type II review process as set forth in table 15.210.050(B).

3. ~~Projects~~ Major or minor design review projects not on landmarks register properties which include one or more departure requests require a review and approval by the director through a Type II review process as set forth in table 15.210.050(B).

D. *Decision criteria.* Decision criteria for minor and major design review projects are set forth in divisions III through V of this title.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 37. Section 15.260.050 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 31, is hereby amended to read as follows:

15.260.050 Boundary line adjustment—Review procedures and criteria.

- A. *Procedures.* Adjustments of property boundary lines are subject to the Type I review process as set forth in chapter 15.210 ECC. Applications shall be reviewed by the director and certified as meeting the requirements of this section within ~~30~~65 calendar days of the determination that the application is complete.
- B. *Application contents.* Applications for a boundary line adjustment shall contain the following:
 1. The minimum application requirements set forth in ECC 15.220.020 and a completed boundary line adjustment application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the boundary line adjustment.
 2. Payment of the application fee in the amount established in the city's adopted fee schedule.
 3. Three copies of an accurate preliminary map drawn to scale.
 4. A current title report showing ownership and legal description of all parcels involved in the boundary line adjustment.
 5. The existing and proposed dimensions and area of the lots involved in the boundary line adjustment.
 6. Legal descriptions of the existing lot lines and the proposed lot lines after the adjustment, as prepared by a professional land surveyor licensed in the state of Washington.

C. *Decision criteria.* The director shall approve an application for a boundary line adjustment if it is determined that:

1. No additional lot, tract, parcel, site or division will be created by the proposed adjustment;
2. No lot is modified which contains insufficient area and dimensions to meet the minimum requirements of the zone in which the affected lots are situated. Where a lot is located within a zone that does not provide for a minimum area or dimension, no lot or tract is modified which contains insufficient area for a building site;

For the purposes of this chapter, a "building site" means the lot or property contains sufficient area and dimension to accommodate a development capable of housing the type of uses established within division III for the underlying zoning classification;

3. No lot is modified which does not have adequate drainage, water supply and sanitary sewage disposal, and access for vehicles, utilities and fire protection, and no existing easement or tract in favor of the public is rendered impractical to serve its purpose;
4. The boundary line adjustment is consistent with the applicable provisions of the city's zoning code;
5. No lot is modified which is inconsistent with an applicable requirement or condition of a previous land use action, subdivision, or short subdivision;
6. No lot, use, or structure is made nonconforming or more nonconforming than that which existed at the time of application; and
7. No lot is modified in a manner that circumvents a zoning regulation which would otherwise be applicable to any lot affected by the boundary line adjustment.

D. *Minimum improvements.* Boundary line adjustments shall not be subject to any minimum improvements as outlined in ECC 15.260.060(F) and 15.260.070.

E. *Final decision.* If the director determines that all the above criteria are met, he or she shall issue a notice of approval decision. If the director determines one or more of the above criteria are not met, he or she shall send a letter to the applicant listing those criteria that are not met in the proposed boundary adjustment.

F. *Recording.* Upon approval, prior to recording the boundary adjustment, the following must be submitted to the community development department for review.

G. *Requirements for final boundary map.* Once the boundary line adjustment has been approved by the director:

1. Survey of the boundary line adjustment. A final boundary map shall be prepared by a land surveyor licensed in the state of Washington at a scale of 100 feet to the inch, or larger, which shall contain the following:
 - a. Company name, address and phone number of the land surveyor;
 - b. City file number;
 - c. Date prepared;
 - d. Sheet number and number of sheets;
 - e. Certification by the licensed land surveyor with stamp and signature;
 - f. Lot numbers;
 - g. Monuments at all new lot corners, angle points, and intersections with old lines;
 - h. North arrow;
 - i. Legend of symbols used;
 - j. Basis of bearings;
 - k. All dimensions to hundredths of a foot;
 - l. All existing easements and tracts shown;
 - m. Existing lot lines to be adjusted, shown as dashed lines; and
 - n. The final legal descriptions as prepared by the licensed land surveyor, together with lot closures for each lot.
2. The applicant will be responsible for recording the boundary line adjustment within ~~ten~~ working 180 days after the appeal period has expired, including an exhibit that corresponds to the drawing approved by the city, with the Kittitas County auditor's office. A copy of the recorded documents must be returned to the planning department within ~~ten calendar~~ working days of such recording, along with an electronic copy in a format readable by the city's current version of AutoCAD.

(Ord. 4807 § 31, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 38. Section 15.260.060 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 105, is hereby amended to read as follows:

15.260.060 Preliminary subdivision (long plat)—Review procedures and criteria.

A. *Procedures.*

1. Land subdivisions that create ten or more lots (sometimes referred to as long plats) are subject to the Type IV review process as set forth in chapter 15.210 ECC.
2. Time limits.
 - a. Subdivisions that are granted preliminary approval shall be effective for a period set forth in RCW 58.17.140, during which time the final subdivision application shall be submitted for approval and recording.
 - b. Notwithstanding the foregoing, any applicant that files a plat extension application at least 30 calendar days prior to the original expiration date or the first expression thereof, demonstrating that the applicant has attempted in good faith to complete the required minimal improvement standards per ECC 15.260.070 and submit the final plat within the allowed time period, and that the associated plat extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted two times.

The city shall make a decision on approval or denial of a preliminary subdivision application within 90 calendar days of the determination that the application is complete.

B. *Application contents.* Applications for a preliminary subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the preliminary subdivision;
2. Payment of the application fee in the amount established in the city's adopted fee schedule;
3. A completed SEPA checklist and payment of the SEPA application fee;
4. A completed critical area information form or critical area report pursuant to division VI, if applicable;
5. A title report of the property to be subdivided;
6. A recorded copy of the deed for the property to be subdivided;
7. Copies of all existing or proposed restrictive covenants involving the land within the proposed subdivision;

8. Names and addresses of the owner(s) of the property to be subdivided and of any person or entity holding an interest in the property as identified on the title report in subsection (B)(5) of this section;
9. Names and addresses of all property owners within 300 feet of the boundaries of the proposed subdivision as those names appear on the records of the Kittitas County assessor;
10. The preliminary subdivision plat drawing which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). ~~Five copies of the drawing shall be provided with the application, along with an~~ An electronic copy ~~on CD media~~ in a format readable by the city's current version of AutoCAD, and one reduced paper copy not to exceed 11 inches by 17 inches, shall be provided. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
 - a. Vicinity sketch showing the parcel boundaries and the major street system, with street names, within a one-quarter-mile radius;
 - b. Zoning of the property proposed for subdivision;
 - c. Location and size of existing and proposed utilities, railroads, and irrigation rights-of-way on the property proposed for subdivision;
 - d. Plan view of proposed streets, their names and widths, pedestrian ways, all utilities and easements;
 - e. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage;
 - f. Approximate boundaries of all areas subject to irrigation or stormwater overflow;
 - g. Location, width and direction of flow of all watercourses on the site; and
 - h. Location and identification of all critical areas, including associated buffers, on the property proposed for subdivision or on adjacent properties, as required by division VI.
11. Preliminary grading plan pursuant to public works department requirements;
12. Preliminary stormwater plan pursuant to public works department requirements;
13. Preliminary landscaping plan pursuant to divisions IV and V of this title;

14. A narrative addressing ownership and maintenance of open spaces, stormwater facilities, public trails and critical areas, and the applicable approval criteria and standards of the Ellensburg Municipal Code. It should also address any proposed building conditions or restrictions;
15. Transportation study, if required by the public works department;
16. Location of any proposed building envelopes on the lots being created; and
17. Any other information in the opinion of the director which is necessary to determine if the proposed subdivision makes appropriate provisions for physical problems or hazards involving public health, safety and/or welfare.

C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary subdivision application to the public works department, energy services department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary subdivision application shall be distributed to the respective jurisdiction.

The community development department will transmit any department or agency review materials to the hearing examiner as part of the staff report on the application.

D. *Hearing examiner recommendation.* The hearing examiner shall be responsible for holding an open record public hearing pursuant to procedures established in chapter 15.210 ECC to review the proposed preliminary subdivision application together with accompanying materials and documents, land use applications, staff reports and public testimony. Based on the comments and testimony established at the public hearing, the hearing examiner shall make a recommendation on the preliminary subdivision application and any other related land use applications to the city council or return the preliminary subdivision application to the applicant with a request for additional information. If the hearing examiner makes a recommendation, such recommendation shall be for approval, disapproval, or approval with conditions. In recommending any proposed preliminary subdivision, the hearing examiner shall propose written findings of fact and conclusions of law to the city council which shall state fully the reasons for the recommendation.

E. *City council action.*

1. The hearing examiner recommendation, findings and all supporting documents shall be forwarded to the city council. The community development department shall set a date and time for a public hearing before the city council to review the recommendation of

the hearing examiner in a closed record hearing at which no new testimony or information may be presented. The city council shall then make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the preliminary subdivision application.

2. Prior to making a decision the city council may refer the preliminary subdivision application back to the hearing examiner for further consideration or may require the applicant to modify the preliminary subdivision application, or require more information to be submitted.

F. *Decision criteria.* The city may approve, approve with conditions, or deny a preliminary subdivision application based on written findings of conformance with the following decision criteria:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC title 4, public works, the streetscape design standards and subdivision design and block standards in division IV, and the project design standards in division V;
3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC title 9, utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC title 9, utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and

all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

(Ord. No. 4955, § 105, 2-18-2025; Ord. No. 4953, § 3, 1-21-2025; Ord. 4807 § 32, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 39. Section 15.260.080 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.260.080 Phasing of subdivision.

A subdivision may be developed and recorded as final in phases. Any phasing ~~proposal shall be submitted for review at any time prior to final subdivision application~~ may be submitted with a preliminary subdivision application. Phasing proposals may be submitted after preliminary subdivision approval, provided they are submitted no later than two years after the date of preliminary subdivision approval and before the filing of a final plat.

All phasing plans shall be reviewed pursuant to the Criteria of this Section. Phasing proposals for short subdivisions submitted after preliminary short subdivision approval shall be reviewed as a Type II Plat Alteration pursuant to ECC 15.260.170(C). Phasing proposals for long subdivisions submitted after preliminary long subdivision approval shall be reviewed as a Type IV Plat Alteration pursuant to ECC 15.260.110(C).

Approval of the phasing plan shall be based on making the following findings:

- A. The phasing plan includes all land contained within the approved preliminary subdivision, including areas where off-site improvements are being made;
- B. The sequence and timing of development is identified on a phasing map;
- C. Each phase shall consist of a contiguous group of lots that meets all pertinent development standards on its own. The phase cannot rely on future phases for meeting any city codes;
- D. Each phase provides adequate circulation and utilities;
- E. Specific public improvements that are necessary for the entire development may be required to be completed with the first phase, regardless of phase design or completion schedule of future phases, such as but not limited to stormwater facilities which may be designed to be located in a subsequent phase but that are necessary to be developed in the first phase in order to ensure the facility essential to all of the subdivision is developed even if subsequent phases are never completed; and

- F. Any approved phase of a preliminary subdivision that has not been completed and recorded as final by the city prior to the lapse of the preliminary subdivision approval as set forth in ECC 15.260.060(A)(2) will be deemed to have lapsed with that preliminary subdivision.
- G. A phasing plan submitted after approval of a preliminary subdivision may not be used to evade, abrogate or nullify any requirements of this Chapter or the public works development standards, to absolve applicant from providing any public improvements required by the preliminary subdivision approval, or to waive the meeting of any conditions of the subdivision's preliminary approval.
- H. Additional conditions of approval may be imposed by the City related to phasing of the subdivision to mitigate reasonably foreseeable and identified impacts of phasing.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 40. Section 15.260.100 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 107, is hereby amended to read as follows:

15.260.100 Final subdivision application review procedures and criteria.

- A. *Procedures.* Final subdivision applications are subject to the Type I review process as set forth in chapter 15.210 ECC, with exceptions provided herein.
- B. *Application contents.* Applications for a final subdivision shall contain the following:
 - 1. The minimum application requirements set forth in ECC 15.220.020 and a completed final subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the subdivision application as verified by the title report in subsection (B)(4) of this section;
 - 2. A final subdivision plat drawing on mylar or other reproducible material which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). ~~Three copies of the drawing shall be provided with the application, along with an~~ An electronic copy ~~on CD media~~ in a format readable by the city's current version of AutoCAD, and one reduced paper copy not to exceed 11 inches by 17 inches shall be provided. In addition to meeting the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
 - a. Name of the owner(s) of the property being subdivided and mortgagee(s) of said property, if any;

- b. Legal description of the property;
 - c. Boundary and lot lines, lot dimensions, lot area in square feet, and lot and block numbers;
 - d. Name and official seal of the licensed professional surveyor preparing the final subdivision plat certifying that the plat is a true and accurate survey;
 - e. Date, scale and north arrow;
 - f. Location of rights-of-way and easements, with easement purpose identified;
 - g. Statements of approval and places for signatures for the city engineer, city energy services director, community development director, the mayor of the city of Ellensburg, irrigation water district representative if applicable, and the county auditor;
 - h. A certification signed by the county treasurer's office that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid; and
 - i. A notarized acknowledgment by the owner(s) and mortgagee(s), if any, of the approval of the final subdivision plat and the dedication of streets and other public places.
3. Engineered design drawings for all required minimum improvements as shown on the approved preliminary subdivision plat drawing, which drawings shall meet the requirements of the public works development standards, and be approved by the city engineer prior to filing of the final subdivision application;
 4. A title report of the property to be subdivided if the final subdivision application is not submitted to the administrator for review within 120 calendar days of the approval of the preliminary subdivision application; and
 5. If required public improvements are not to be installed prior to final subdivision application and will be bonded for instead, a subdivision improvements agreement shall be submitted including the following:
 - a. Public improvements to be provided in the subdivision as shown on the approved engineering design drawings;
 - b. Estimated cost of constructing said public improvements;

- c. Phases of development of the subdivision, if phasing was provided for and approved in the preliminary subdivision approval, and completion dates for said phases;
 - d. Provisions for the dedication of park land or payment of fees in lieu of such land if applicable;
 - e. A bond guaranteeing the installation of the public improvements which shall meet the requirements of the public works development standards and be approved and accepted by the city engineer; and
 - f. In lieu of a bond the applicant may fulfill the public improvements requirement by actually installing the improvements required in the preliminary subdivision approval under the direction of the city engineer.
6. A copy of any deeds, covenants, conditions, or restrictions together with a copy of the documents which establish and govern any homeowners' association which may be required.
- C. *Recommendations as prerequisites for final subdivision approval.* Each preliminary subdivision submitted for final approval shall be accompanied by the following recommendations:
- 1. Director's recommendation as to compliance with the terms of preliminary approval of the proposed subdivision; and
 - 2. City engineer's recommendation as to compliance with the terms of preliminary approval of the proposed subdivision.

Except as provided in RCW 58.17.140, an agency or person issuing a recommendation for subsequent approval under subsections (C)(1) and (2) of this section shall not modify the terms of its recommendations without the consent of the applicant.

- D. *Decision criteria.* A final subdivision application shall be approved if the subdivision proposed for approval:
- 1. Conforms to all of the preliminary subdivision terms and conditions of approval; and
 - 2. Meets all other applicable final subdivision requirements as set forth in chapter 58.17 RCW, other applicable state laws, this chapter, and any other applicable city ordinances which were in effect at the time of preliminary subdivision approval.
 - 3. Approval and inscription. The city council shall make written findings of fact relating to its decision on the final subdivision application. If the decision is to approve the final subdivision application, a specific written finding of fact shall also be made that:

- a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
 - b. The public use and interest will be served by the approval of such subdivision and dedication.
- 4. Upon approval of the final subdivision, the city council shall authorize the mayor to suitably inscribe and execute council's written approval on the face of the final subdivision plat drawing.
- E. *Effect of final subdivision approval.* Any lots in a final subdivision filed for record shall be a valid land use, notwithstanding any change in zoning laws, for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final subdivision, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.
- F. *Time frame for approval.* The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 calendar days of the determination that the application is complete.
- G. *Recording.* The final subdivision plat, in the form specified in this chapter, shall be recorded by the director with the Kittitas County auditor within ten working days after the appeal period has expired and shall be recorded in the presence of the applicant and with the cost of recording paid by the applicant.

(Ord. No. 4955, § 107, 2-18-2025; Ord. 4807 § 33, 2018; Ord. 4804 § 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 41. Section 15.260.120 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 108, is hereby amended to read as follows:

15.260.120 Short subdivision plat (sometimes referred to as short plats)—Review procedures and criteria.

- A. *Procedures.* Short subdivisions are divisions that create nine or fewer lots and are sometimes referred to as short plats. Short subdivision applications are subject to the Type II review process as set forth in chapter 15.210 ECC, with exceptions provided herein.
- B. *Application contents.* Applications for a preliminary short subdivision shall contain all of the items required for a preliminary subdivision in ECC 15.260.060(B) except as follows: no SEPA checklist is required unless the proposed short subdivision is determined to not be exempt from SEPA review.
- C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary short subdivision application to the public works department and utilities department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision. Short subdivisions located adjacent to the right-of-way of a state highway shall be noticed to the state Department of Transportation.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary short subdivision application shall be distributed to the respective jurisdiction.

Comments may be submitted for 14 calendar days after the date of issuance of the notice of application.

- D. *Decision criteria.* The director may approve, approve with conditions, or deny a short subdivision application based on written findings of conformance with the following decision criteria:
 - 1. Conformance with applicable provisions of the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, the public works development standards, and applicable critical areas standards set forth in division VI;
 - 2. Integration of specific provisions. Short subdivisions shall integrate appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;

3. Public interest. The public's interest shall be served by the short subdivision and dedication.

E. *Time frame for approval.*

1. The administrator shall make a decision on approval or denial of a preliminary short subdivision application within ~~30-90~~ calendar days of the determination that the application is complete. An approved preliminary short subdivision application is valid for ~~one year~~ five years from date of approval. Failure to submit the final short subdivision application within that ~~one year~~ five-year time frame will result in a lapse of the preliminary short subdivision approval.
2. Any applicant that files a plat extension application at least 30 days prior to the expiration, demonstrating that the applicant has attempted in good faith to submit the final plat within the allowed time period, and that the associated extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted by the director two times.

(Ord. No. 4955, § 108, 2-18-2025; Ord. No. 4953, § 4, 1-21-2025; Ord. No. 4929, § 2, 11-6-2023; Ord. 4807 § 34, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 42. Section 15.260.160 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.260.160 Short subdivision ~~final approval~~ Prohibition on requirements for further division.

- A. Subsequent divisions. Property in an approved short subdivision that has been filed for record may not be further divided in any manner within a period of five years unless filed as a long subdivision pursuant to ECC 15.260.060.
- B. Exception for alterations of small subdivisions. When the approved short subdivision contains less than four parcels, nothing in this section shall prevent the owner who filed the short subdivision from filing a short plat alteration within five years of approval to create up to a total of four lots within the original approved short subdivision boundaries, pursuant to ECC 15.260.170(C).

~~Property in approved short subdivisions that have been filed for record may not be further divided in any manner within a period of five years without the filing of a new subdivision pursuant to ECC 15.260.060, except that when the approved short subdivision contains less than four parcels, nothing in this section shall prevent the owner who filed the short subdivision from filing an alteration within the five-year period to create up to a total of four lots within the~~

~~original approved short subdivision boundaries. This requirement shall be stated on the face of the recorded short subdivision plat drawing.~~

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 43. Section 15.260.180 of the Ellensburg City Code, last amended by Ordinance 4955, Section 110, is hereby repealed, and replaced with a new section 15.260.180 to read as follows:

15.260.180 – Binding site plan review and criteria.

- A. *Purpose.* This chapter provides for an optional method for the division for lease or sale of multifamily, commercial or industrial property, planned unit developments, condominiums and mobile home parks through the use of a binding site plan as provided for in Chapter 58.17 RCW. This method may be employed as an alternative to the subdivision and short subdivision procedures in this title when consistent with this chapter. The overall process for approving a binding site plan is a two-step process in which general binding site plan approval is obtained first, and final binding site plan approval is obtained second.
- B. *Requirements for a complete application.* These requirements are in addition to the minimum application requirements in ECC 15.220.020.

1. *General Binding Site Plan.*

- a. The application submittal requirements of ECC 15.220.020;
- b. A copy of the site plan as approved by the city through the site development or building permit, planned unit development or other development application process;
- c. A copy of any existing, recorded or proposed covenants, conditions and restrictions, property owners' association bylaws and incorporation documents, and all other private restrictions or provisions currently applicable or which may become applicable to the subject property;
- d. If an existing residential development, evidence of the vote, appropriate association approval, or legal property owner authorizing the submittal of the application;
- e. A copy of a title company certification (current within 60 days from filing of the binding site plan) confirming that the title of the lands as described and shown on the binding site plan is in the name of the owner(s) signing the binding site plan; and
- f. The number of copies as directed by the city.

2. *Final Binding Site Plan.*

- a. The number of copies as directed by the city;
- b. Required information as set forth in ECC 15.260.100;
- c. Approved plans and documents from the applicable general binding site plan;
- d. A statement indicating that all development on the subject parcel is bound to the binding site plan; and
- e. Reference by recording number to the covenants, conditions and restrictions and property owners' association incorporation documents applicable to the property.

C. *Applicability.* The division of property by binding site plan is limited to the following:

- 1. Divisions of land into lots for sale or lease of commercially or industrially zoned property. For purposes of this section, commercially zoned property includes property that is zoned to permit or conditionally permit any multifamily residential uses. The binding site plan process shall not be used for single family residential land divisions.
- 2. A division for the purpose of lease when no residential structure other than mobile homes, tiny houses or tiny houses with wheels as defined in RCW 35.21.686, or travel trailers are permitted to be placed upon the land, provided the site plan complies with all applicable requirements for such uses contained in the Ellensburg City Code.
- 3. A division of land subject to Chapters 64.32 and 64.34 RCW as now in effect or hereafter amended so long as the site plan complies with the standards for condominiums under applicable Ellensburg City Code provisions.

D. *Existing Development.* Approved condominium developments, approved mobile home parks, approved final planned unit developments and approved building permits for any of the developments identified within this section which have been approved prior to the effective date of this chapter shall hereafter qualify as an approved general binding site plan. The division or redivision of land for sale or lease qualifying under this subsection may be achieved through either the final binding site plan, subdivision or, if nine or fewer lots, the short subdivision process.

E. *Binding Site Plan Runs with the Land.* After a general or specific binding site plan is filed with the auditor of the county in which the land lies, all persons, parties, their successors, heirs or assigns, who own, have, or will have by virtue of purchase, inheritance or assignment, any interest in the real property of the subject site or portions thereof, shall be bound by the conditions and inscriptions attending the general/specific binding site plan.

F. *Procedure – General binding site plan*

1. The general binding site plan shall be considered by the appropriate decision body as provided for within ECC Chapter 15.210.
2. *Criteria for Review.* The general binding site plan shall comply with the decision criteria contained in ECC 15.260.060(F) and all other applicable development regulations contained in the Ellensburg City Code.

G. *Procedure – Final binding site plan*

1. *Filing – Final Binding Site Plan.* A final binding site plan shall be filed with the department of community development at such time as the property owner(s) intends to sell or lease a portion of property as approved in a general binding site plan.
2. *Limitations.* The final binding site plan shall not be used to modify the provisions of the approved general binding site plan, building permit, final occupancy permit, or associated planned unit development other than to divide lots for sale or lease within areas designated for lot development in the general binding site plan.
3. *Review Procedures – Final Binding Site Plan.* The final binding site plan shall be reviewed for compliance with the conditions of the general binding site plan, building permit, applicable planned unit development conditions and all other applicable regulations in effect at the time of application.
4. *Approval and Recording.* Upon determination of consistency, the final binding site plan shall be signed by the community development director and the public works director and filed with the Kittitas County Auditor.

H. *Special provisions applicable to condominium developments subject to Chapter 64.32 or 64.32 RCW.* The following additional conditions shall be required:

1. The improvements constructed or to be constructed thereon are required by the provisions of the binding site plan to be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest;
2. The city has approved a general binding site plan pursuant to ECC 15.260.180(F) for the subject property;
3. All necessary documents are recorded with the county in which such land is located; and
4. The binding site plan contains the following statement on the face of the binding site plan:

“All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county

having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all now or hereafter having any interest in the land described herein. [RCW 58.17.040(7)(e)]”

5. The general binding site plan for a condominium development shall be deemed approved if the subject property has received final approval of a preliminary subdivision, planned unit development, a building permit, or a final certificate of occupancy has been issued.

I. *Alteration or Vacation.* Alterations or vacations of binding site plans shall be processed in the same manner as the original binding site plan.

1. *Information Waiver.* The community development director may waive the submittal of required information for general and final binding site plans if the information is either recorded or recorded by reference with the auditor and is available in the city's file(s).
2. The city may rescind all or a portion of a general or final binding site plan upon the request of the owner or owners of a legal lot or lots subject to a recorded binding site plan; provided, that any portion of a binding site plan which is rescinded shall be considered to be one lot unless divided by an approved subdivision or short division.
3. Signatures of the owners of those portions of a binding site plan which are not proposed to be altered by an amendment or rescission are not required on the amended binding site plan or application for rescission.

(Ord. No. 4955, § 110, 2-18-2025; Ord. No. 4953, § 5, 1-21-2025; Ord. 4807 § 36, 2018; Ord. 4804 §§ 1, 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 44. Section 15.280.090 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.090 Ellensburg landmarks register.

There is hereby created an Ellensburg landmarks register.

- A. *Criteria for eligibility to the register.* Any building, structure, site, object, or district may be designated for listing in the Ellensburg landmarks register if it is significantly associated with the settlement, development, architecture, politics, economy, social history, archaeology, or cultural heritage of the community; retains integrity of

location, setting, design, materials, workmanship, feeling, and association; is at least 50 years old; and if it meets at least one of the following criteria:

1. Is associated with events that have made a significant contribution to the broad patterns of local, state, or national history;
2. Is closely linked with the life of a person important in the history of the city, state, or nation;
3. Embodies the distinctive visual characteristics of an architectural type, period, style, or method of construction;
4. Is an outstanding work of a designer, builder, or architect;
5. Has yielded, or may be likely to yield, important archaeological information related to history or prehistory; and/or
6. Because of prominent spatial location, contrasts of siting, age, or scale, it is an easily identifiable visual feature of its neighborhood and contributes to the distinctive identity of that neighborhood.

B. *Process for designating properties to the landmarks register (a Type II review process exception).*

1. Any person may nominate a building, structure, site, object, or district for inclusion in the Ellensburg landmarks register. Members of the commission or the commission as a whole may generate nominations. In its designation program, the commission shall consider the Ellensburg historic resource inventory and the Ellensburg comprehensive plan. Owner(s)' consent is required before the commission shall consider the nomination.
2. Nominations shall be made on forms provided by the commission. Completed nominations received by the commission will be scheduled for review within 15 working days of receipt at a determination the application is complete.
3. The commission shall consider the merits of the nomination at a public hearing, in accordance with the criteria for eligibility set forth in subsection (A) of this section, and according to the nomination review process.
4. Adequate notice shall be given to the general public, the property owner(s), the author of the nomination, and lessees, if any, prior to the public hearing. Such notice shall include publication in a newspaper of general circulation in Ellensburg.

5. Within 100 days of a determination the nomination application is complete and within ten working days of holding the public hearing, the commission shall render a decision on whether a nominated property meets the criteria set forth in subsection (A) of this section. If the finding is that the nominated property meets the criteria set forth in subsection (A) of this section, the property shall be officially listed as a landmark, landmark site, or landmark district or part thereof. Notice of the decision shall be noticed pursuant to Chapter 15.210 ECC~~sent to the property owner(s), the author of the nomination, any occupants of the building, the preservation planner, and the Ellensburg city council.~~ If the listed property is adjacent to the boundary of an existing landmark district, said boundary shall be amended accordingly. If the listed property will create a new landmark district, then the listed area shall be designated on the official zoning map ~~with the notation "LR"~~ to indicate the district is on the landmarks register. An isolated property shall be designated on the official zoning map ~~with the notation "LR"~~ to indicate the property is on the landmarks register.
6. For individual landmark designations, the commission shall include in its designation the applicable criteria on which the listing is based, a legal description of the property, and a list of all significant features that contribute to its historic character.
7. For landmark district designations, the commission shall include in its designation recommendation the applicable criteria, a description of the boundaries of the district, and a list of all buildings, structures, sites, and objects which contribute to its historic character.
8. Whenever the commission rejects the nomination of all or any part of a property, the commission shall, within ten working days, issue a written decision including reasons supporting the determination that the criteria set forth in subsection (A) of this section have not been met. Notice of the decision shall be noticed pursuant to Chapter 15.210 ECC~~sent to the property owner(s), author of the nomination, any lessees, the preservation planner, and the Ellensburg city council.~~
9. The commission's decision on a COA may be appealed to the hearing examiner in a closed record appeal hearing.
10. Properties listed in the Ellensburg landmarks register shall be recorded on official zoning records with an "LR" (for landmarks register). This designation shall not change or modify the underlying zone classification.

C. *Downtown and residential historic districts.*

1. The existing downtown historic district, defined in ECC 15.300.070(B) and hereafter known as the "downtown historic district and the existing residential historic district, defined in ECC 15.300.070(C) and hereafter known as the "First Railroad Addition historic district," are hereby designated as Ellensburg landmark districts. The geographic area encompassed by each district is identified on the map attached to the ordinance codified in this chapter and made a part of this chapter by reference.
 2. The commission shall compile existing historical data and property records, prepare Ellensburg landmarks register nomination forms, and create complete landmark files for each of the landmark districts.
 3. The provisions of ECC 15.280 shall hereafter apply to the downtown historic district and the First Railroad Addition historic district.
- D. *Change of status from noncontributing to contributing within a district.* The owner(s) of record of noncontributing property within a district may submit a COA application to the department for change of status of the property from noncontributing to contributing. The application shall identify all features of historical significance of the property in accordance with subsection A of this section and shall include the legal description and description of all interior and exterior features, and outbuildings, that contribute to its proposed designation as a contributing property.
- E. *Effects of listing on the Ellensburg landmarks register.*
1. Listing on the landmarks register of historic places is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as contributing properties to a historic district.
 2. Prior to the commencement of any exterior work visible from a public right-of-way on a landmarked building or any property located within the boundaries of a district, excluding ordinary repair and maintenance, the owner must apply for and receive a COA from the commission for the proposed work. Violation of this rule shall be grounds for the commission to review the property for removal from the register.
 3. This city is a certified local government (CLG), and therefore all qualifying properties listed on the Ellensburg and National Registers of Historic Places may be eligible for special tax valuation on their rehabilitation under ECC 15.280.130.

4. Prior to whole or partial demolition of a register property or contributing property within a district, the owner must apply for and receive a demolition approval pursuant to the requirements of ECC 15.280.110.
- F. *Removal of properties from the register.* In the event that any designated landmark property is no longer deemed eligible for inclusion on the landmarks register by city staff or the commission, per requirements of subsections (A)(1)—(6) of this section, the commission may initiate removal of such designation by the same procedure as provided for in establishing the designation in subsection (B) of this section.

(Ord. No. 4935, § 6, 12-18-2023)

Section 45. Section 15.280.100 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.100 Review of changes to landmarks register properties.

A. *Review required.*

1. No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark building, or any structure located on a property within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the commission and issuance of a COA or a demolition permit (ECC 15.280.110).
2. In the case of murals, the arts commission shall first review and provide recommendations to the commission regarding any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.
3. This review shall apply to all exterior features of the building visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
4. Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

B. *Exemptions.* The following activities are exempted from landmarks review and do not require a COA:

1. Ordinary repair and maintenance which does not visually alter exterior features of a building visible from a public right-of-way, and does not utilize substitute materials.

2. Repairs to or replacement of utility systems which do not alter exterior features visible from a public right-of-way.
 3. Interior building construction, maintenance, remodeling, decoration, or other activities located within the building envelope.
 4. Painting of previously painted exterior surfaces.
 5. Construction on a landmarked property or within a landmark district that is not considered a structure per ECC 15.280.030, or a building per ECC 15.130. By way of example and not limitation, such work might include landscaping, fences, and detached arbors or gazebos.
- C. *Review process for proposed changes to registered landmark properties and properties located within a landmark district (a Type II review process exception 15.210.030(B)).*
1. Requests for review and issuance of a COA for proposed changes to a landmarked property, which can include demolition within the overall scope of work.
 2. Application for a COA to a landmark property shall be made by filing an application with the preservation planner on forms provided by the department. A written description of materials required for the commission's review include but are not limited to; site plans, narratives, elevations, and material samples, and shall be provided to the applicant. Preliminary plans may be submitted to the preservation planner for review and an advisory opinion.
 3. If an application is submitted to the department for any permit which affects a designated landmark, or a property located in a landmark district, the building official shall promptly refer such application to the preservation planner, and such shall be deemed an application for a COA if accompanied by the additional materials required for COA review. No city permit shall be issued, nor work begun, until the landmarks and design review process has been completed and a COA has been issued pursuant to this chapter.
 4. Landmarks and design commission review.
 - a. At a regularly scheduled public hearing, the commission shall review the proposed work according to the relevant design provisions set forth in divisions IV and V of this title. After concluding the public hearing, the commission shall approve or disapprove the application. Approval of COAs or demolition permits shall be based upon appropriateness of proposal as reflected in said design provisions, and upon review of demolition standards per ECC 15.280.120.

- b. The commission may approve with or without conditions or disapprove an application. A hearing on the application must be scheduled within 15 working days of a determination the application is complete unless the parties agree to an extension. The decision of the commission shall be rendered within ~~30 working~~ 100 days of the date of receipt a determination of a completed application and within 10 working days of holding the public hearing on the matter, unless the parties agree to an extension. The commission's findings in support of any decision shall be in writing and shall cite the applicable design provisions.
- c. If the commission makes a decision to issue a COA, such certificate shall be promptly issued to the applicant by the preservation planner and a copy of such certificate shall be transmitted to the building official.
- d. If the commission denies the application, the applicant and the building official shall be notified of such denial, including the reasons why approval of the application is not warranted.
- e. In the case of proposed demolition of a building or structure within a COA application that is listed in the landmarks register, the commission may require conditions of approval including, but not limited to, mitigation measures (e.g. to document the property, salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc., that provide historical context for the site).
- f. The commission's decision on a COA may be appealed to the hearing examiner in a closed record appeal hearing pursuant to ECC 15.230.090.

(Ord. No. 4935, § 6, 12-18-2023)

Section 46. Section 15.280.110 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.110 Application for demolition permit; demolition review standards.

A. *Permitted reasons for demolition.* The proposed full or partial demolition of buildings or structures listed on the Ellensburg landmarks register individually or within a district, is disfavored in order to preserve the integrity of the city's historic landmarks and districts. Notwithstanding the foregoing, an application for a demolition permit under this chapter may be submitted for the following reasons:

- 1. Structural deficiencies;
- 2. Economic infeasibility (ECC 15.280.120); or

3. Property is not listed as contributing to the landmarks district and is ineligible for future status change per listing requirements of ECC 15.280.090(A).

B. *Application.*

1. An applicant proposing the full or partial demolition of any building or structure listed on the Ellensburg landmarks register or located within a landmark district, shall supply the information required in this section. The information to be provided relates only to the property or building under review, but does not require information concerning an owner's assets or income except as it specifically relates to the property or building under review.
2. An application for full or partial demolition of a building or structure listed on the Ellensburg landmarks register, shall be deemed incomplete unless the application provides the following:
 - a. A narrative explaining the reasons for the proposed demolition and how the proposed demolition satisfies the standards listed in subsection (C)(1);
 - b. Photographs documenting the existing condition of the structure;
 - c. Analysis of possible alternatives to demolition considered, including but not limited to one or more of the following:
 - i. Redesigning the project to avoid any impact to the structure or setting;
 - ii. Conversion of the structure into another use (adaptive reuse);
 - iii. Relocation of the structure on the property;
 - iv. Relocation of the structure to another property;
 - v. Salvaging from the structure historically significant architectural features and building materials; or
 - vi. Possible design alternatives.
 - d. Where demolition is sought due to structural deficiencies or the building is so deteriorated, and there is so little historical fabric, that it would be unreasonably costly to retain the historic, cultural, and architectural significance of the structure through rehabilitation or renovation, the applicant shall supply a report from a Washington-licensed structural engineer supporting this claim; and
 - e. Where demolition is sought for reasons of economic infeasibility and the applicant requests that the commission consider evidence of economic impact on the owner from denial or partial denial of a demolition permit, the applicant shall

supply a report that includes, but is not limited to, the requirements set forth in ECC 15.280.120.

- f. Where demolition is sought within a landmark district due to the structure's ineligibility to be classified as contributing within the district, the applicant shall provide a written assessment of this claim supported by historical research demonstrating that the structure does not qualify to be reclassified as contributing per criteria set forth in ECC 15.280.090(A).
- C. *Demolition permit review standards.* An application for the partial or full demolition of a landmark property or structure in a landmark district, shall be granted if the application material provided pursuant to subsection (B)(2) satisfies one or more of the following criteria;
1. The applicant has demonstrated through the submitted materials and a report from a Washington-licensed structural engineer, supporting the claim that the building is so deteriorated, and there is so little historical fabric, that it would be unreasonably costly to retain the historic, cultural, and architectural significance of the structure through rehabilitation or renovation.
 2. The applicant has demonstrated through the submitted materials per ECC 15.280.120, evaluation of economic impact, that the building cannot support the intended use or alternative uses prohibiting reasonable use of the structure;
 3. The applicant has provided sufficient historical documentation to demonstrate that the subject building does not qualify to be relisted as contributing within the district per requirements of ECC 15.280.090(A); or
- D. *Exemptions.* The following demolition activities do not require a demolition permit under this chapter:
1. Demolition review included as part of an approved COA design review application pursuant to ECC 15.280.090(C).
 2. City abatement of unsafe conditions. In the event of a finding by the city building official of an unsafe condition or imminent danger, the building official may issue an abatement order allowing partial or complete demolition of a building or structure listed in the Ellensburg landmarks register provided, that all reasonable efforts have first been made to preserve and correct unsafe conditions rather than to partially or completely demolish historic buildings or structures.
- E. *Review process for proposed full or partial demolitions to registered landmark properties and properties located within a landmark district (a Type II review process exception, ECC 15.210.030(B)).*

1. Application for a demolition to a landmark property or property within a landmark district shall be made by filing an application with the preservation planner on forms provided by the department. The application shall include a written description of materials required for the commission's review, including but not limited to the requirements listed in subsection (B)(2) of this section. Preliminary plans may be submitted to the preservation planner for consultation prior to the preapplication conference required by this subsection.
2. If a demolition application is submitted to the department for any permit which affects a designated landmark or a property located in a landmark district, the building official shall promptly refer such application to the preservation planner to initially determine whether the application is complete per the requirements of subsection (B)(2) of this section. An applicant may not commence any demolition work until the landmarks and design review process has been completed and permit for the proposed demolition has been issued by the department.
3. Landmarks and design commission review.
 - a. Mandatory preapplication conference. Applicants for a demolition permit under this chapter shall attend a preapplication conference with community development department staff including a historic preservation planner. The preapplication meeting shall occur before the proposal is reviewed by the commission. The purpose of the preapplication conference is to review with the applicant the requirements of this chapter, to provide preliminary comments on the acceptability of the proposal, and to discuss alternatives to demolition including available financial incentives.
 - b. A scheduled public hearing on the application shall be scheduled within 30-15 working days of the preapplication conference unless the applicant requests a delay. The commission shall review the proposed demolition at the hearing. After concluding the public hearing, the commission shall approve or disapprove the application. Approval of demolition permits shall be based upon demolition standards set forth in this section.
 - c. The commission may approve with or without conditions or disapprove an application. The decision of the commission shall be rendered within 14 days-100 days from the date the application is determined complete and within 10 working days of the date of hearing, ~~unless the parties agree to an extension~~. The commission's findings in support of any decision shall be in writing and shall cite the applicable design provisions.
 - d. If the commission makes a decision to approve a proposed demolition, such approval shall be promptly issued to the applicant by the preservation planner and

a copy of such certificate shall be transmitted to the building official. The building official shall include any conditions for demolition required by city ordinance or state law (e.g. disconnection of utilities, rodent abatement and similar conditions).

- e. If the commission denies the application, the applicant and the building official shall be notified of such denial, including the reasons why approval of the application is not warranted.
 - f. In the case of demolition of a building or structure listed in the landmarks register, the commission may require conditions of approval including, but not limited to, mitigation measures (e.g. to document the property, salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc., that provide historical context for the site).
- F. *Demolition permit expiration.* A demolition permit issued under this chapter expires if the work authorized by the permit is not commenced within 365 days from the date of issuance of the demolition permit. The director may grant a one-time extension up to an additional 365 days, upon written request by the applicant showing circumstances beyond their reasonable control. Once a demolition permit expires, a new application for demolition must be submitted and approval obtained before work can be commenced.
- G. *Appeal.* Any person aggrieved by any action of the commission denying or approving a demolition permit application may file a notice of appeal as set forth in chapter 15.230 ECC.

(Ord. No. 4935, § 6, 12-18-2023)

Section 47. Section 15.280.130 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.130 Special valuation for historic properties.

- A. There is hereby established and implemented a special valuation program for historic properties as provided in chapter 84.26 RCW and chapter 254-20 WAC.
- B. The Ellensburg landmarks and design commission is hereby designated as the local review board for the purposes set forth in chapter 84.26 RCW and is authorized to perform all functions of a local review board authorized by chapter 84.26 RCW and chapter 254-20 WAC.
- C. The class of properties eligible to apply for special valuation in the city of Ellensburg means all properties listed on the Ellensburg landmarks register, or properties contributing to an Ellensburg landmarks register historic district, which have been substantially rehabilitated at

a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW.

- D. As used in this chapter, "actual cost of rehabilitation" means costs incurred within 24 months prior to the date of an application for special valuation directly resulting from one or more of the following:
1. Improvements to an existing building located on or within the perimeters of the original structure;
 2. Improvements outside of but directly attached to the original structure which are necessary to make the building fully usable but shall not include rentable/habitable floor space attributable to new construction;
 3. Architectural and engineering services attributable to the design of the improvements; or
 4. All costs defined as qualified rehabilitation expenditures for purposes of the federal historic preservation investment tax credit.
- E. The landmarks and design commission shall comply with all other local review board responsibilities identified in chapter 84.26 RCW and chapter 254-20 WAC.
- F. Any decision of the landmarks and design commission acting on any application for classification as historic property eligible for special valuation may be appealed to superior court under RCW 34.05.510 through 34.05.598 in addition to any other remedy of law after exhausting administrative appeals pursuant to Chapters 15.210 and 15.230 ECC. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the county board of equalization.

(Ord. No. 4935, § 6, 12-18-2023)

Section 48. Chapter 15.285 is hereby added to the Ellensburg City Code, to read as follows:

CHAPTER 15.285 MURALS

15.285.010 Purpose.

- A. In the city of Ellensburg, murals foster a sense of community and connection and enrich the experience of both tourists and residents. Acknowledging that murals provide economic benefits and enhance livability, the city's mural policy seeks both to preserve historic murals already in existence and provide guidance for creation of new works of mural art.

- B. On landmark properties and in historic districts, the policy seeks to allow the placement and scale of new murals in such a way that the character-defining features of historic properties are not obscured, covered, or otherwise adversely affected. The policy encourages artistic expression through murals in appropriate locations with little intrusion into artistic expression and content.

15.285.020 Applicability.

The standards for murals set forth in ECC 15.720.030(A) through (C) shall apply to all individual properties within the city of Ellensburg. ECC 15.720.030(D) and (E) shall apply only to landmarks register properties and districts listed on the Ellensburg landmarks register or on the National Register of Historic Places. ECC 15.720.030(F) shall apply to historic murals.

15.285.030 Standards and guidelines.

Murals shall conform to the following requirements:

- A. *Permit required.* Prior to installation, all murals require submission of an application and issuance of a permit subject to the following provisions:
 - 1. Applications for murals not on landmarks register properties and not in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places shall first be reviewed by the arts commission in a public meeting for a recommendation which shall be forwarded to the community development department when issuing a permit.
 - 2. Applications for murals located on landmarks register properties or in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places shall first be reviewed by the arts commission in a public meeting, as referenced in subsection (A)(1) of this section, and shall also obtain a certificate of appropriateness (COA) from the landmarks and design commission.
- B. *Murals as signs.* Murals created after the effective date of the ordinance codified in this chapter that fall within the definition of a sign shall be regulated pursuant to the sign code, chapter 3.12 ECC, as currently enacted or hereafter amended.
- C. *Installation and maintenance of all approved murals.*
 - 1. Murals shall be installed in a manner to ensure that they withstand the elements to the greatest degree that is feasible as determined by the community development department.
 - 2. Murals shall use materials, coatings, or other protective techniques that will resist vandalism, weathering by sun, water, wind and graffiti to the greatest degree feasible as determined by the department.

3. Murals must be maintained by the building owner for the life of the mural or until the mural is removed.

D. *Location, design and style of murals on landmark structures or in historic districts.*

1. The design (not content) of murals on landmarks register properties and in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places must be consistent and compatible with the architectural and historical character of the historic district and the architectural features (column bays, windows, planar walls, cornices, beams, columns, trim, windows, doors, etc.) of the building on which they are located.
2. Murals shall not be permitted to be placed directly on unpainted brick, unpainted or painted stone, wood sidings with surface detail, or any other material that does not have a planar or flat character. An exception to this provision may be allowable in instances where new paint is applied onto the existing paint of a historic mural for the purpose of restoration, and for which a COA has been obtained. Prior to the installation, the surface to which the mural will be applied must be in a condition that would allow the permanent attachment of the proposed mural.
3. Murals may not have electrical or mechanical components.
4. Three-dimensional murals are not allowed.
5. Murals must not damage or lead to accelerated deterioration of the building surface.

E. *Alteration and removal of murals on landmark structures or in historic districts.*

1. Alteration or removal of any existing or permitted mural on landmarks register properties and districts listed on the Ellensburg landmarks register or on the National Register of Historic Places requires a permit obtained through the process set forth in ECC 15.280.090. Alteration or removal of historic murals shall only be made pursuant to this subsection.
2. Alteration or removal of any existing or permitted mural shall not damage or lead to the destruction or deterioration of a building or structure or adversely impact the architectural or historic character of any building located within a historic district.
3. Any associated materials that were used to affix the mural to the surface must be removed at the time of the removal of the mural. This includes, but is not limited to, mounting hardware or brackets, caulk or grout, and adhesives or glues.

F. *Historic murals.*

1. The landmarks and design commission will conduct a survey of existing murals and include those deemed historic in the Ellensburg landmarks register.
2. New murals shall not be painted over historic murals as defined in ECC 15.130.080. Historic murals may not be altered, repainted, painted out, removed, restored or otherwise disturbed, unless the structural integrity of the building is at stake, without compliance with the following:
 - a. Prior to the alteration, repainting, painting out, removal, restoration or other disturbance to an historic mural the property owner shall obtain a COA. Application for a COA shall be reviewed by the landmarks and design commission in accordance with the procedures set forth in ECC 15.280.090(C) and 15.280.100 with the following exceptions:
 - i. The landmarks and design commission shall meet initially with the applicant to consider alternatives to the alteration or removal including available incentives for preservation of the mural. These negotiations may last no longer than 120 calendar days from the first meeting of the landmarks and design commission unless the applicant agrees to an extension. During these negotiations, the applicant should allow the commission to review the site and plans for the alteration and/or removal of the mural. An alteration and/or removal notice must also be placed on the property and published in the newspaper.
 - ii. If no request for an extension is made and no alternative has been agreed to and the applicant has made a showing that such action is necessary to provide a reasonable beneficial use or reasonable economic return, the landmarks and design commission shall issue a COA to the applicant.
 - b. Prior to the permitted disturbance of an historic mural, photographic documentation of the mural shall be collected and made available to the landmarks and design commission by the department.
3. Any person aggrieved by any action of the landmarks and design commission in denying or approving the applicant's request may file a notice of appeal as set forth in Chapter 15.230 ECC; however, such appeals shall be to city council rather than to the hearing examiner.
4. The landmarks and design commission will review the possibility of initiating a program to restore historic murals.

15.285.040 Submittal requirements and approval process.

- A. All artists and building owners proposing murals on their properties shall first submit their proposals for review by the arts commission in a public meeting for a recommendation which shall be forwarded to the department for consideration when issuing a permit. Murals proposed to be installed on any landmarks register properties or in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places must further be reviewed by the landmarks and design commission and obtain a COA from that body.
- B. All of the following materials must be submitted with application for a mural:
1. Drawings (elevation, site plan), photographs of building;
 2. Map of landmark structures and historic districts within 300 feet of the proposed mural;
 3. Written description, including materials used and how the mural will be affixed;
 4. Color image of mural and artist's examples of past work, if any;
 5. Written authorization from property owner; and
 6. Maintenance plan.

Section 49. Section 15.310.040 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 11, is hereby amended to read as follows:

15.310.040 Use tables.

Table 15.310.040-1
Residential-Based Uses

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	I-L	NC - MU	RC - MU	I-H	P-R	MH P
RESIDENTIAL, GENERAL															

Dwelling, single- family* (ECC 15.540.020)	P	P	P		P									P
Dwelling, cottage* (ECC 15.540.050)	P	P	P		P								A ⁶	
Dwelling, duplex* (ECC 15.540.030)	P ²	P ²	P		P		P ⁷	P ⁷					A ⁶	
Dwelling, townhouse* (ECC 15.540.060)	P ²	P ²	P	P	P	P ³	P ⁷	P ⁷		P	P		A ⁶	
Dwelling, multifamily* (Division V of this title)	P ¹ , 5	P ¹ , 5	P	P	P	P ³	C	P ⁷	P ⁷		P	P		A ⁶
Co-living housing*	<u>P¹</u>	<u>P¹</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P³</u>	<u>C</u>	<u>P⁷</u>	<u>P⁷</u>		<u>P</u>	<u>P</u>		<u>A⁶</u>
Dwelling, live-work*	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P		P ⁷	P ⁷		P	P		
Manufacture d home park* (ECC 15.340.040)	C	C	C	P	C								A ⁶	P
GROUP RESIDENCES														

Boarding houses, lodging houses*		C	P	P	C			P ⁷	P ⁷		P	P		A ⁶	
Adult family home*	P	P	P	P	P	P		P ⁷	P ⁷		P	P		A ⁶	
Community residential facility*			C	C	C	C		P ⁷	P ⁷		P	P		P/A ₆	
Senior citizen assisted housing*			P	P	P	P		P ⁷	P ⁷		P	P		A ⁶	
Transitional housing*	P ^{5,9}	P ^{5,9}	P ⁹	P ⁹	P ⁹	P ^{3,9}	C ⁹	P ^{7,9}	P ^{7,9}		P ⁹	P ⁹		P ⁹	
Permanent supportive housing*	P ^{5,9}	P ^{5,9}	P ⁹	P ⁹	P ⁹	P ^{3,9}	C ⁹	P ^{7,9}	P ^{7,9}		P ⁹	P ⁹		P ⁹	
Indoor emergency shelter*	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	P ⁹	P ⁹	P ⁹		P ⁹	P ⁹		P ⁹	
Indoor emergency housing*	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	P ⁹	P ⁹	P ⁹		P ⁹	P ⁹		P ⁹	
RESIDENTIAL ACCESSORY USES															
Accessory dwelling unit* (ECC 15.540.040)	P	P	P	P	P			P ⁷	P ⁷						
Home occupations*	P	P	P	P	P	P	P	P ⁷	P ⁷	P	P	P	P	P ⁶	P

(ECC 15.340.020)															
Yard sale use	A ⁸	A ⁸	A ₈	A ₈	A ₈	A ₈	A ₈	A ₈	A ₈	A ₈	A ⁸	A ⁸	A ₈	A ⁸	A ⁸
TEMPORARY LODGING															
Bed and breakfast* (ECC 15.340.010)	P	P	P	P	P			P ⁷	P ⁷		P	P			

Development conditions:

1. Subject use may be permitted subject to density bonus incentives set forth in table 15.320.030 and chapter 15.330 ECC.
2. Duplexes and townhomes are permitted in the R-L and R-S zones on infill lots (preexisting legal lots of record as of December 31, 2021) notwithstanding the maximum density limits in table 15.320.030. For lots recorded after this date, duplexes and townhomes are permitted in the R-L and R-S zones but must meet the density requirements of ECC 15.320.030.
3. Residential uses are permitted in the C-N zone provided nonresidential uses occupy the ground floor of all buildings fronting on the street. For example, residential uses could be on upper levels of buildings fronting on the street or, for deep lots, subject residential uses may occupy any buildings away from the street and behind the buildings that front onto the street.
4. Nonresidential uses may be permitted within live-work dwellings subject to the permitted uses in the underlying zoning district.
5. Multifamily dwelling units shall not be located adjacent to existing single-family dwellings, except where such uses were approved on an individual plat.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use (see ECC 15.310.050).

7. Except for lobbies or similar entrances, all permitted residential uses in the C-C and C-C II zones are prohibited within 30 feet of the sidewalk on the ground floor of properties fronting on storefront streets per ECC 15.510.050(E).
8. Yard sales are permitted as an accessory use to a dwelling; provided, that the following conditions are met:
 - a. Only two yard/garage sales per dwelling unit not exceeding three consecutive days in duration are allowed per year;
 - b. The occupant or tenant of the dwelling unit shall supervise and be responsible for the yard/garage sale activities including ensuring that there is no impediment to the passage of traffic on public roads and sidewalks adjacent to the sale;
 - c. No goods are to be displayed in public rights-of-way without first obtaining a right-of-way use permit from the public works department; and
 - d. Signs advertising the sale shall not be attached to any public structure, sign, sign or utility pole or traffic control devices and shall be removed within 24 hours of the sale completion.
9. Subject to the permanent supportive, transitional housing, emergency housing and emergency shelter facilities standards set forth in ECC 15.340.080.

Table 15.310.040-2
Nonresidential Uses

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC - M U	RC - M U	I-L	I-H	P-R
RETAIL														
Auto sales, new and used*							P	P ²	P		P			
Automobile fueling*						P	P	P	P		P	P		
Automobile, <u>Personal electric</u>	P ¹	P ¹	P ¹	P ¹	P ¹	P	P	P	P	P	P	P	P	P

vehicle battery charging station*														
Farmers' markets*						P		P	P	P	P			
Fruit stands*	P	P	P	P	P									
Heavy retail* (ECC 15.130.080)							P	P ²	P		P	P	P	
Nurseries and greenhouses*	P						P	P	P	P	P	P	P	
Restaurants*	P ^{5,1} 1	P ^{5,1} 1	P ^{5,1} 1	P ⁵	P ¹ 1	P	P	P	P	P	P	P		A ⁶
Bars Taverns and brewpubs*						P	P	P	P	P	P	P		A ⁶
Cafes* office house, espresso bar	P ^{5,1} 1	P ^{5,1} 1	P ^{5,1} 1	P ⁵	P ¹ 1	P	P	P	P	P	P	P		A ⁶
Retail*, small scale (<2,000 sf floor area)	P ^{5,1} 1	P ^{5,1} 1	P ^{5,1} 1	P ⁵	P ¹ 1	P	P	P	P	P	P			A ⁶
Retail*, medium scale (2,000— 20,000 sf floor area)						P	P	P	P	P	P			A ⁶
Retail*, large scale (20,001—						P ³	P	P	P	P	P			

60,000 sf floor area)														
Retail*, very large scale (60,001—100,000 sf floor area)							P	C	C		P			
Retail*, super scale (>100,001 sf floor area)							C				C			
Regional retail commercial projects* (subject to the requirements in chapter 15.390 ECC)	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸			P ⁸	P ⁸	P ⁸		
Marijuana retailer*						P ⁹	P ⁹	P ⁹	P ⁹	P ⁹				
PERSONAL AND GENERAL SERVICE														
Day care I facilities*	P	P	P	P	P	P	P	P	P	P	P	P		A ⁶
Day care II facilities*	C	C	C	C	P	P	P	P	P	P	P			A ⁶
Heavy services (see heavy retail and services definition in ECC 15.130.080)*							P	P ²	P		P	P	P	

Hotels/motels*							P	P	P	P	P			
Hospitals*	C	C	C		P			C	P		C			A ⁶
<u>Private parking lot*</u>							<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>			
<u>Freight truck parking lot*</u>							<u>P</u>							<u>P</u>
Offices, medical*					P	P	P	P	P	P	P			P/A ₆
Kennels*							P		P			P		
Nursing homes*	C	C	C	P	P			P	P					P/A ₆
Marijuana cooperative*	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Personal service establishments*	P ^{5,1} ₁	P ^{5,1} ₁	P ^{5,1} ₁	P ⁵	P	P	P	P	P	P	P			A ⁶
Laundromats and dry cleaners*			P ^{5,1} ₁	P ⁵	P ¹ ₁	P	P	P	P	P	P	P		
Places of assembly*	C	C	C	C	P	P	P	P	P	C	C	C		A ⁶
Radio station* (commercial)		€					P			P	P	C	C	A ⁶
Veterinary clinic*					C	C	P	P	P	P	P	C		

BUSINESS SERVICE														
Conference center*							P	P	P	P	P			A ⁶
Offices, business or professional*, small scale (<2,000 sf floor area)	P ⁵	P ⁵	<u>P⁵</u>	<u>P⁵</u>	P	P	P	P	P	P	P	P ⁴		P/A ₆
Offices, business or professional*, medium scale (2,000—20,000 sf floor area)	P ⁵	P ⁵					P	P	P	P	P	P		P/A ₆
Offices, business or professional*, large scale (20,001—60,000 sf floor area)							P	P	P	P	P	P		P/A ₆
Miniwarehouse facility*			-€									C	€	
INDUSTRIAL														
Light manufacturing*							P	P ²	P ²	P ²	P ²	P	P	
Light industry* (ECC 15.130.120)								P ² , ₇	P ² , ₇	P ² , ₇	P ² , ₇	P	P	

Hazardous waste treatment (off-site)* (see definition of "off-site" in ECC 15.130.150)												C	C	
Hazardous waste treatment (on-site)* (see definition of "on-site" in ECC 15.130.150)							C	€	C			C	C	A ⁶
Heavy industry* (ECC 15.130.080)													C	
Marijuana processor*												P ₄ ¹	P ₄ ¹	
Marijuana producer*												P ₄ ¹	P ₄ ¹	
Tow vehicle storage area*												P C	P	
Vehicle wrecking yard*													C	

Development conditions:

1. Vehicle battery charging stations are permissible for the primary use of residents and their guests in all residential zones. Battery charging station clusters are permitted for multifamily uses located in the R-M and R-H zones.
2. Use must be enclosed entirely within a building.
3. Grocery stores shall be the only retail uses permitted with more than 20,000 square feet of gross floor area.
4. Office uses that are accessory to a permitted use.
5. Subject nonresidential uses ~~may be~~ are permitted in these ~~R-S and R-L~~ zones if the planned uses are at least 1,200 feet from ~~an existing C-N commercial zone or mixed-use zone~~. Residential rental, leasing or management offices shall be permitted in the R-H zone for multifamily dwelling units on the same property. ~~or commercial use.~~
6. All uses permitted in the P-R zone must be either outright permitted and operated as a primary public use or must be an accessory use to that primary public use. See ECC 15.310.050.
7. Includes light industrial activities that result in the production of goods placed for on-site retail sale. Special restrictions:
 - a. No power tools or equipment are allowed which by their decibel, frequency, and/or other feature of their operation would negatively impact the surrounding area by reason of decibel levels, light (see chapter 15.580 ECC for standards), dust or other physical effect; and
 - b. Production or manufacturing activity shall not occur between the hours of 10:00 p.m. and 6:00 a.m.
8. Regional retail is administered as an overlay zone pursuant to chapters 15.390 and 15.390A ECC, and only permitted within the designated boundaries identified in figure 15.390.040(A), the south interchange area, and figure 15.390.040(B), the west interchange area. Permitted uses and use restrictions within a regional retail commercial project are described in ECC 15.390.030. Design criteria for regional retail is governed by chapter 15.390A ECC.
9. All marijuana retail, production and processing facilities are subject to the requirements of chapter 15.370 ECC.
10. All marijuana cooperatives are subject to the requirements of ECC 15.370.030, chapter 314-55 WAC and chapter 69.51A RCW.

11. Use is only permitted on a lot abutting the intersection multiple public street frontages, such as a corner lot.

Table 15.310.040-3
Special Uses

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC - MU	RC - MU	I-L	I-H	P-R
PARK, OPEN SPACE AND RECREATIONAL														
Cemeteries, columbarium or mausoleums*	P	P												
Golf course*	P													P ¹¹
Golf driving range*-(not associated with a golf course)	C						C				C			P ¹¹
Recreation—outdoor (commercial)*							P			P	P	C		A
Recreation—indoor (commercial)*					C		P	P	P	P	P	C		A
Recreation—small-scale indoor studios (commercial)*	P ¹³	P ¹³	P ¹³	P	P	P	P	P	P	P	P	C		
Recreational vehicle parks*							P C							A

(ECC 15.340.050)														
Parks, playgrounds (public or private)*	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹		P
CULTURAL AND ENTERTAINMENT														
Adult entertainment establishment*							P ²							
Art, performing arts, and recording studios*	C	C	C	C	P	P	P	P	P	P	P	P		P/A ₇
Museums*	C ₂ ¹	C ₂ ¹	C ₂ ¹	C ₂ ¹	P	P	P	P	P	P	P	P		P/A ₇
Theaters*					P	P	P	P	P	P	P	C		
EDUCATIONAL														
Schools*	C	C	C	C	C		C	C	C					P ⁵
University*														<u>P⁵</u>
GOVERNMENTAL														
Court							P	P	P					P
Fire facility							P				P	P		P
Police facility						P ³	P	P ³	P		P	P		P
Public agency or utility office*						P	P	P	P	P	P	P	P	P/A

Public agency or utility yard	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P	P	C ⁴	P			P	P	P/A
Utility facility* 8	P	P	P		P	P	P	P	P			P	P	P
Fairgrounds														P
Public transportation passenger terminals							P	P	P		P	P	P	P
Public parking lot*								<u>P</u>						<u>P/A</u> 7
RESOURCE														
Gardening or fruit raising (accessory use or noncommercial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P/A 7
Agriculture*	P ⁹													
Small wind energy systems* (ECC 15.340.060)	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰ /A ⁷
REGIONAL														
Airport*														PC ⁶

Development conditions:

1. Lighting for structures and fields shall be directed away from residential areas through the use of exterior full cut-off shields or through optics within the fixture.

2. Adult entertainment is regulated pursuant to chapter 6.72 ECC. Zoning locational standards within the C-H zone for adult entertainment establishments are:

All such establishments must be at least 1,000 feet from any residential zone, parks, schools, historic district, any dwelling, freeway, highway, interstate, or major arterial (see map on file in the city clerk's office).

3. Limited to "storefront" police offices. Such offices shall not have:
 - a. Holding cells;
 - b. Suspect interview rooms (except in the C-N zone); or
 - c. Long-term storage of stolen properties.
4. Public agency or utility yard conditions:
 - a. Utility yards are only on sites with utility district offices; or
 - b. Public agency yards are limited to material storage, vehicle maintenance, and equipment storage for road maintenance, facility maintenance, and parks facilities.
5. Excluding private or nonprofit commercial schools or universities, for which the principal course work is business, vocational, or technical.
6. A conditional use permit is required for the following uses:
 - a. Facilities to sell, service and store airplanes, service airport patrons, and those ordinarily incidental and essential to operation of a municipal airport; and
 - b. Airport landing areas.
7. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use; see ECC 15.310.050. Subject uses must be managed by a public agency.
8. Wireless communication facilities, including wireless communication support towers and antenna arrays, are subject to the provisions of ECC 15.340.070 and chapter 15.395 ECC.
9. Agriculture uses are permitted in the subject zone provided the following conditions are met:
 - a. The raising of swine, poultry or goats shall be restricted to youth educational projects or limited household consumption occurring on the same lot, or lots of record;

- b. No nuisances, such as noise, odor, air pollution, wastes, vibration, traffic or physical hazards, shall result therefrom; and
 - c. Fencing and housing adequate to certain livestock shall be provided where livestock are kept, and all livestock shall be kept and maintained in accordance with applicable laws and regulations.
10. Small wind energy systems on properties listed in the Ellensburg landmarks register are subject to landmarks and design commission certificate of appropriateness.
 11. Subject use shall be permitted only if it is a public facility.
 12. Museums within the R-S, R-L, R-M and R-H zoning districts are permissible within existing buildings, or if for new construction only if the building is 2,000 square feet or less, and for both options through approval of a conditional use permit.
 13. Subject nonresidential uses are permitted in these residential zones if the planned uses are at least 1,200 feet from a commercial zone or mixed-use zone.

(Ord. No. 4955, § 111, 2-18-2025; Ord. No. 4953, § 8, 1-21-2025; Ord. No. 4929, § 3, 11-6-2023; Ord. 4887 § 22, 2022; Ord. 4807 § 44, 2018; Ord. 4804 § 3, 2018; Ord. 4769 § 13, 2017; Ord. 4728 § 4, 2016; Ord. 4724 § 4, 2016; Ord. 4696 § 3, 2015; Ord. 4669 § 3, 2014; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 5, 2-5-2024)

Section 50. Section 15.320.030 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 24, is hereby amended to read as follows:

15.320.030 Building setback and intensity standards table—Residential zones.

Table 15.320.030
Building Setback and Intensity Standards Table—Residential Zones

Topic	R-S	R-L	R-M	R-H
DEVELOPMENT INTENSITY AND CONFIGURATION				
Minimum lot area	None ¹	None ¹	None ¹	None ¹
Minimum frontage	None ^{1,2}	None ^{1,2}	None ^{1,2}	None ^{1,2}
Density, minimum (ECC 15.320.050)		6 du/acre ³	8 du/acre ³	15 du/acre

Density, maximum (base) ⁸ (ECC 15.320.050)	6 du/acre ¹²	8 du/acre ¹²	No limit	No limit
Density, maximum with bonus (see chapter 15.330 ECC)	12 du/acre ⁴	16 du/acre ⁴	No limit	No limit
Maximum building height	35 ft	35 ft	35 ft ⁵	45 ft ⁵
BUILDING PLACEMENT (see ECC 15.320.070 through 15.320.120)				
Minimum front yard setback ^{6, 7}	15 ft	15 ft	15 ft	15 ft
Garage front yard setback	22 ft	22 ft	22 ft	22 ft
Minimum rear yard setback	20 ft	20 ft	20 ft	20 ft
Minimum rear yard setback, accessory buildings (including garages)	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰
Minimum rear yard setback, detached accessory dwelling unit (see ECC 15.540.040)	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰
Minimum side yard setback (includes corner lot interior lot line) ⁹	5 ft/10 or <u>15 total ft</u> ¹¹	5 ft/10 or <u>15 total ft</u> ¹¹	5 ft/10 ft ¹¹	5 ft/10 ft ¹¹
Minimum side yard setback (corner lot exterior lot line) ⁹	10 ft	10 ft	10 ft	10 ft
Minimum garage side yard setback (corner lot exterior lot line)	22 ft	22 ft	22 ft	22 ft

Development conditions:

1. Lot sizes may be variable provided they are sized and shaped sufficient to accommodate permitted uses and conform to applicable design and density standards.
2. New lots shall have access directly to a public right-of-way or may obtain access from a courtyard access (ECC 15.420.050(C)) or shared driveway (ECC 15.420.060(A)(2)).
3. The density minimum shall apply only to new subdivisions greater than one acre in size.

4. Exception: Projects complying with net zero energy provisions may exceed the maximum density limits as set forth in ECC 15.330.020(A).
5. For buildings, or portions thereof, with pitched roofs, the maximum height may be increased by five feet. Applicable roof slopes must be at least 4:12 to qualify for this additional height.
6. Porches and covered entries may project up to six feet into the front yard.
7. No front yard is required for buildings adjacent to designated "storefront streets."
8. Base maximum density refers to the maximum density allowed without utilizing density bonuses. Per ECC 15.310.040, duplexes and townhomes are permitted in R-S and R-L zones on preexisting legal lots of record as of December 31, 2021, notwithstanding the maximum density requirements of this chapter. For lots recorded after this date, duplexes and townhomes must meet the density standards of this chapter.
9. Townhouses and zero lot line homes are exempt from side yard standards internal to a development. However, such uses shall meet applicable side yard standards for adjacent lots outside of the development.
10. Accessory buildings or accessory dwelling units, where built on top of an existing garage, may be built to a property line abutting an alley, provided sufficient turning movement and emergency vehicle access is provided within the alley.
11. For lots 6,000 square feet or less in these zones, the minimum side yard shall be five feet on each side. For all other lots, the sum of side yard setbacks in the R-S and R-L zones shall be a minimum of fifteen feet with each side yard a minimum of five feet; and each side yard a minimum of 10 feet in the R-H zone.
12. Co-living housing sleeping units are calculated as 0.25 dwelling units for the purpose of maximum density calculations in the R-S and R-L zones.

(Ord. 4887 § 24, 2022; Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 51. Section 15.320.045 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 26, is hereby amended to read as follows:

15.320.045 Building setback and intensity standards—Mixed-use zones.

Table 15.320.045
Building Setback and Intensity Standards Table—Mixed-Use Zones.

Standard	R-O	C-C	C-C II	NC-MU	RC-MU
DEVELOPMENT INTENSITY AND CONFIGURATION					
Minimum lot area	None ¹	None ¹	None ¹	None ¹	None ¹
Minimum frontage	None ^{1,2}	None	None	None	None
Density, minimum (ECC 15.320.050)	8 du/acre ³	NA	NA	8 du/acre ¹²	15 du/acre ¹²
Density, maximum (ECC 15.320.050)		None	None	None	None
Maximum building height (see ECC 15.320.060 for height exceptions)	35 ft ⁴	60 ft ^{7, 11}	60 ft	60 ft ⁷	60 ft ⁷
BUILDING PLACEMENT (see ECC 15.320.070 through 15.320.120)					
Maximum front yard setback				10 ft ¹³	10 ft ¹³
Minimum front yard	15 ft	None ⁵	None ⁵	None ⁵	None ⁵
Minimum garage front yard setback	22 ft	22 ft	22 ft	22 ft	22 ft
Minimum rear yard (see ECC 15.520.020 for supplemental standards)	20 ft	None ⁶	None ⁶	None ⁶	None ⁶
Minimum rear yard setback, accessory buildings (including garages)	5 ft ⁸				
Minimum rear yard setback, detached accessory dwelling unit (see ECC 15.540.040)	5 ft ⁸				
Minimum side yard, includes corner lot interior lot line (see ECC 15.520.020 for supplemental standards) ¹⁰	5 ft/10 or <u>15 total</u> ft ⁹	None ⁶	None ⁶	None ⁶	None ⁶

Minimum side yard setback (corner lot exterior lot line) ¹⁰	10 ft ⁹				
Minimum garage side yard setback (corner lot exterior lot line)	22 ft				

Development conditions:

1. Lot sizes may be variable provided they are sized and shaped sufficient to accommodate permitted uses and conform to applicable design and density standards.
2. New lots shall have access directly to a public right-of-way or may obtain access from a courtyard access (ECC 15.420.050(C)) or shared driveway (ECC 15.420.060(A)(2)).
3. The density minimum shall apply only to new subdivisions greater than one acre in size.
4. For buildings, or portions thereof, with pitched roofs, the maximum height may be increased by five feet. Applicable roof slopes must be at least 4:12 to qualify for this additional height.
5. For exceptions and detailed standards, see chapter 15.510 ECC, site orientation.
6. Where the subject property shares any portion of a border with a residential zone, the minimum side or rear setbacks shall be the same as the adjacent residential zone.
7. Where subject property shares any portion of a border with a residential zone the maximum building height is 45 feet.
8. Accessory buildings or accessory dwelling units, where built on top of an existing garage, may be built to a property line abutting an alley, provided sufficient turning movement and emergency vehicle access is provided within the alley.
9. For lots 6,000 square feet or less in this zone, the minimum side yard shall be five feet on each side. For all other lots in this zone, the sum of side yard setbacks shall be a minimum of fifteen feet, with each side yard a minimum of five feet.
10. Townhouses and zero lot line homes are exempt from side yard standards internal to a development. However, such uses shall meet applicable side yard standards for adjacent lots outside of the development.

11. The maximum building height in the downtown Ellensburg local landmark district is 45 feet.
12. There is no minimum residential density for vertical mixed-use. Minimum residential density applies to any portion(s) of the development where ground floor residential uses are proposed with the following standards:
 - a. The area used to calculate residential density includes all area dedicated to parking and landscaping required for the ground-floor residential uses.
 - b. Where ground-floor residential uses are part of a mixed-use development, area used to calculate the residential density does not include land dedicated to right-of-way.
13. The secondary street standards in ECC 15.510.060 shall apply to all new streets in the neighborhood center and regional center mixed-use zones.

(Ord. 4887 § 26, 2022)

Section 52. Section 15.320.060 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 27, is hereby amended to read as follows:

15.320.060 Height exceptions.

The following structures may be erected above the height limits set forth in ECC 15.320.030, 15.320.040 and 15.320.045:

- A. An additional two feet in height is allowed for structures with green roofs occupying at least 50 percent of the area of the roof;
- B. Roof structures housing or screening elevators, stairways, tanks, rooftop wind generators, ventilating fans or similar equipment required for building operation and maintenance may exceed the height limit by up to ten feet in the C-C and C-C II zones. Such structures constructed for nonresidential or multifamily uses are subject to screening standards in ECC 15.520.060;
- C. Fire or parapet walls may exceed the height limit by up to ten feet in the C-C and C-C II zones; and
- D. Skylights, flagpoles, chimneys, church steeples, crosses, spires, communication transmission and receiving structures, and similar structures.
- E. Freeway-oriented on-premise signs in the C-H zone as provided in ECC 3.12.240(C).

F. Small wind energy systems as provided in ECC 15.340.060.

G. Wireless communication facilities as provided in ECC 15.340.070 and Chapter 15.395 ECC.

(Ord. 4887 § 27, 2022; Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 53. Section 15.320.070 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:

15.320.070 Setback measurements.

- A. *Front yard setback.* The front yard is measured from the street right-of-way or the edge of a surface improvement (sidewalk) which extends beyond a right-of-way, whichever is closer to the proposed structure, to a line parallel to and measured perpendicularly from the street right-of-way or the edge of the surface improvement at the depth prescribed for each zone. For dual frontage properties, the front yard is measured from the street right-of-way that is the property's street address and primary access.
- B. *Side yard setback.* The side yard setback is measured from the side lot line adjacent to another private property to a line parallel to and measured perpendicularly from the side lot lines at the depth prescribed for each zone.
- C. *Rear yard setback.* The rear yard setback is measured from the rear lot line adjacent to another private property or an alley to a line parallel to and measured perpendicularly from the rear lot lines at the depth prescribed for each zone.
- D. *Corner lots.* For corner lots with two street frontages, setbacks from the addressed street side shall conform to the front yard setback for the underlying zoning district. The setbacks for the flanking side shall conform to the exterior side yard setbacks for the underlying zoning district.
- E. *Pointed/irregular lot.* For measurements on a pointed or irregular lot refer to definition of lot line in ECC 15.130.120.
- F. *Setback modifications.* The following modifications apply to measurement of setbacks:
 - 1. In addition to providing the standard street setback, a lot adjoining a half-street or designated arterial shall provide an additional width of street setback sufficient to accommodate construction of the planned half-street or arterial.
 - 2. For residential lots adjacent to designated local streets and built to applicable standards set forth in section 3, street standards, of the city's public works development

standards, setbacks shall be measured from the back of the sidewalk rather than the right-of-way edge, provided no residential structures are built within the public right-of-way.

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 54. Section 15.320.080 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:

15.320.080 Permitted projections into yards.

The following structures may extend into or be located in required setbacks:

- A. Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into any front or rear yard, provided such projections are:
 - 1. Limited to two per facade; ~~and~~
 - 2. Not wider than ten feet; and
 - 3. A minimum five feet of separation is maintained between these projections and a side or rear property line.
- B. Eaves, cornices, and signs may not project more than thirty inches beyond a required setback or structural projection permitted by this Section.:
 - 1. ~~Three feet into a front or rear yard; and~~
 - 2. ~~Two feet into the side yard.~~
- C. ~~Porches~~ Enclosed porches and enclosed covered entries may project up to six feet into the front or rear yard subject to conformance with any required site vision standards set forth in section 3, street standards, of the city's public works development standards applicable to the lot. A minimum five feet of separation must be maintained between these projections and a rear property line.
- D. ~~Uncovered~~ Unenclosed covered porches, similar entry features, and covered decks (with or without entries), ~~which exceed 18 inches above the finished grade~~, may project up to six feet into the front, side or rear yards. A minimum five feet of separation must be maintained between these projections and a side or rear property line.

E. Storefront weather protection projections into the public right-of-way are acceptable, provided they don't interfere with street trees or extend beyond the edge of the sidewalk.

F. The following features may project into any front yard or any external side yard:

~~1. Unenclosed porches and entry features may project six feet into the front yard;~~

21. Mailboxes and newspaper boxes;

32. Fire hydrants and associated appendages;

43. Bus shelters; and

54. Monument signs.

G. The following features may project into any yard:

_____ 1. Telephone poles and lines;

_____ 2. Power poles and lines;

_____ 3. Cable TV and internet lines;

_____ 4. Light and flagpoles;

_____ 5. Sprinkler systems;

_____ 6. Trellises not exceeding eight feet in height, not wider than ten feet;

_____ 7. Culverts and underground water, sewer, and accessory facilities for the provision of utilities, such as drains;

_____ 8. Electrical equipment cabinets and similar utility boxes and vaults;

_____ 9. Surface and stormwater water management facilities;

_____ 10. Fences per ECC 15.320.130;

_____ 11. Uncovered ~~porches~~ patios and decks not exceeding 18 inches above the finished grade; and

_____ 12. Rockeries, retaining walls and curbs provided these structures do not exceed a height of six feet from the property line grade.

H. No projections are allowed into a regional utility corridor or access easement.

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 55. Section 15.320.100 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:

15.320.100 ~~Setback modifications~~ Administrative variances for setbacks and heights.

- ~~A. In addition to providing the standard street setback, a lot adjoining a half street or designated arterial shall provide an additional width of street setback sufficient to accommodate construction of the planned half street or arterial.~~
- ~~B. For residential lots adjacent to designated local streets and built to applicable standards set forth in section 3, street standards, of the city's public works development standards, setbacks shall be measured from the back of the sidewalk rather than the right of way edge, provided no residential structures are built within the public right of way.~~
- ~~C. Administrative variance.~~
- A1. Purpose. To allow limited flexibility in the application of the development standards herein.
- B2. Applicability. The director may allow an administrative variance for proposals that are within ten percent of compliance of applicable dimensional standards set forth for building height and building placement.
- C3. Procedures. An administrative variance is subject to the Type II review process set forth in chapter 15.210 ECC.
- D4. Decision criteria. Proposals shall fall within the scope of the definition for "variance" set forth in ECC 15.130.220, and shall meet the purpose(s) of the applicable development standards.

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 56. Section 15.340.020 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 49, is hereby amended to read as follows:

15.340.020 Home occupations.

- A. *Purpose.* This section establishes standards for operation of home occupations in dwelling units within residential districts; ensures that such home occupations are compatible with adjacent and nearby residential properties and uses; and allows residents of the community to use their residences as places to enhance or fulfill personal economic goals.
- B. *Applicability.* This section applies to any activity undertaken for gain or profit that results in a product or service and is carried on in a dwelling or building accessory to a dwelling.

1. No home occupation, except as otherwise provided in this section, may be initiated, established, or maintained in a dwelling except in conformance with the regulations and performance standards set forth in this section.
 2. If the proposed activity consists entirely of office procedures and tasks in support of a particular business, and furthermore involves no customer or delivery traffic to the residence in conjunction with the business, such activity shall be considered as an accessory residential use. Accessory residential uses do not require a home occupation permit.
- C. *Procedures.* Home occupations are subject to the Type I review process as set forth in chapter 15.210 ECC.
- D. *Application contents.* Applications for a home occupation shall contain the following:
1. The minimum application requirements set forth in ECC 15.220.020 and a completed home occupation application form provided by the department; if the applicant is not the owner, the application shall include written authorization from the legal owner(s).
 2. Payment of the application fee in the amount established in the city's adopted fee schedule.
 3. A general site plan that shows:
 - a. The proposed home occupation dimensions in relation to the residence footprint;
 - b. How the property is located in reference to existing streets, alleys, and sidewalks;
 - c. The proposed project and dimensions in relation to all existing and proposed development on the property;
 - d. All existing buildings or structures on the subject property which are proposed to be utilized for the home occupation with setback dimensions and distances between buildings; and
 - e. Present and additional off-street parking, if required.
- E. *Standards of performance.* Home occupations shall be permitted in accordance with the use tables in ECC 15.310.040, subject to the following:
1. There shall not be structural alteration that would alter the outward appearance from a residential to commercial nature to accommodate the occupation. An example would be large storefront windows and/or a flat roof with a traditional cornice (see figure 15.340.020);



Figure 15.340.020. Examples of commercial architecture that would not be appropriate for a home occupation in a residential zone.

2. The use, including all storage space, shall not occupy more than 33 percent of the residence's floor area which is finished for living purposes;
3. Only members of the family who reside on the premises and no more than one nonresident shall be engaged in the occupation(s) at any one time; provided, that home occupations with a nonresident employee shall provide off-street parking for the employee on site;
4. There shall be no window display nor shall sample commodities be displayed outside the building;
5. No materials or mechanical equipment shall be used which will have a negative impact on the residential area because of vibration, noise, dust, smoke, odor, interference with radio or television reception, or other factors;
6. If materials or commodities delivered to or from the residence require delivery by a commercial vehicle larger than a small parcel delivery van or truck, or if the parking of customers' automobiles in a manner or frequency causes disturbance or inconvenience to nearby residences, or if a public parking lot is necessary to accommodate the business, the occupation shall be termed a primary business and not a home occupation;
7. For purposes of this section, use of the defined term "residence" contained in this code for the purpose of considering a home occupation in an accessory building shall be limited to single-family uses. Home occupations in multifamily dwellings shall be confined to the principal dwelling unit buildings and not be allowed in accessory structures;
8. Any home occupation granted would be personal to the person to whom it is granted and under no circumstances shall any home occupation be carried over as a result of a change in ownership of the business activity. ~~Prior to January 15 of each year the~~

~~holder of the home occupation approval shall submit written notice to the community development department that they continue to operate the home occupation at the approved location and are in compliance with all home occupation requirements and any conditions that might have been imposed in granting such approval. Failure to submit that annual written notice will result in immediate revocation of the approval; and~~

9. Only one sign is permitted for a home occupation in a residential zone. A sign permit is required; the size of the sign shall conform to the requirements of ECC 3.12.300(D).
- F. *Final decision.* The final decision to grant or deny the permit will be issued by the director, as provided in chapter 15.210 ECC (Type I permits).

(Ord. 4807 § 49, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 57. Section 15.390.040 of the Ellensburg City Code, as last amended by Ordinance 4769, Section 16, is hereby amended to read as follows:

15.390.040 Master site plans for regional retail commercial projects—Special review process.

- A. *Purpose.* The purpose of this section is to provide procedures for the review and decision on master site plan applications for regional retail commercial projects.
- B. *Application submittal requirements.* In addition to the submittal requirements set forth in ECC 15.220.020(B), a complete master site plan application for regional retail commercial projects shall consist of the following:
 1. A SEPA checklist and payment of the appropriate SEPA application fee, if required;
 2. A complete application form provided by the city, which shall include a title and location of the proposed development, together with the names, addresses and telephone numbers of:
 - a. The recorded owners of the land and the applicant; and
 - b. Any architect, planner, designer, or engineer responsible for the preparation of the plan.
 3. Payment of the appropriate application fee;
 4. A written description, corresponding to the site plan, addressing:
 - a. The scope of the project.

- b. Location and gross floor area of each proposed structure.
 - c. Category of permitted, conditional or accessory uses proposed in terms of square feet to be covered by impervious surfaces.
 - 5. A vicinity map showing:
 - a. The site boundaries;
 - b. Existing roads and accesses within and adjacent to the site; and
 - c. Adjacent parcels, including current zoning and current uses thereof.
 - 6. A topographic map, at two-foot intervals, showing existing and proposed contours, with locations and classifications of any existing streams, wetlands, steep slopes and other natural features and/or critical areas;
 - 7. Plans drawn to a scale approved by the director as appropriate for the size of the project showing the general location and square footages of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;
 - 8. A circulation plan drawn to a scale acceptable to the city engineer illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights-of-way, and the location and number of all off-street parking spaces;
 - 9. Plans for all utilities, including drainage and stormwater retention and detention;
 - 10. A statement demonstrating how the proposed plan is consistent with and implements the city of Ellensburg comprehensive plan, the land use designation under the comprehensive plan, and the criteria for approval as set forth below; and
 - 11. Building elevations and landscaping plans are not required for an application to be deemed complete; however, those final plans are required to be approved prior to issuance of any building or development permits for the project. If building elevation and landscaping plans are submitted subsequent to the master site plan application, those designs are subject to the statement requirements in subsection (B)(10) of this section.
- C. *Procedures.* Master site plans for regional retail commercial projects follow the general Type IV review process ~~although they are exempt from the project permit timeline requirements in ECC 15.210.010(B)~~ and are also subject to the following provisions:
- 1. *Concurrent applications and optional consolidated project permit application processing.*

- a. If an application for a regional retail commercial master site plan is related to a rezone, a subdivision application, a short subdivision application, or a binding site plan application (when in accordance with the provisions of ECC 15.260.180 and RCW 58.17.035(1)), upon the applicant's written request for consolidation, there shall be one open record predecision public hearing before the hearing examiner, following which the hearing examiner shall make a recommendation on each of the consolidated matters to the city council. The city council shall then conduct a closed record public decision hearing on the hearing examiner's recommendations. If an applicant requests that the city consolidate the review process for applications related to a regional retail commercial master site plan, the applicant must first sign a written waiver of the deadlines for review of the consolidated applications and issuance of a final decision on the consolidated applications.
 - b. If an applicant makes a written request to consolidate the master site plan application processing with the processing of other permit applications related to the master site plan project application, the city may consolidate the regional retail commercial master site plan application process with any or all permit applications, utility service agreements, building permit applications or other city approval processes associated with the master site plan application pursuant to the consolidation requirements in ECC 15.210.020 to the extent that procedural requirements allow, or as otherwise set forth herein. In the event consolidation is granted by the city, the vesting of rights associated with any of the consolidated actions shall be per applicable statutes unless otherwise provided in a development agreement entered into pursuant to chapter 15.380 ECC.
2. *Expiration of regional retail commercial master site plan.* Within ten years after the date of regional retail commercial master site plan approval, or at the expiration of any approved extension granted by the city in subsection (C)(3) of this section, a complete building permit application shall be submitted for no less than 100,000 square feet; otherwise the regional retail commercial master site plan approval shall expire and be of no further effect.
3. *Extensions.* A regional retail commercial master site plan not subject to a development agreement for phasing may be extended once, for a period of up to five years after the original date of approval. In granting the extension, the city council may condition approval on the extended regional retail commercial master site plan being subject to any new or amended regulations, requirements, policies or standards which have been adopted after the original of approval, unless 50 percent or more of the on-site work has commenced on all phases.

- a. *Deadline for filing application.* Requests for an extension of the regional retail commercial master site plan must be submitted to the city no more than 180 days prior to expiration and no less than 60 days prior to the expiration of the approval.
 - b. *Complete application.* A complete application for a regional retail commercial master site plan extension shall consist of the following:
 - i. The length of extension being requested; and
 - ii. A textual description demonstrating how the request complies with the criteria for approval in subsection (C)(3)(d) of this section.
 - c. *Procedure.* An application for an extension of a regional retail commercial master site plan shall be processed as a Type III permit.
 - d. *Criteria for approval.* An applicant may be granted the one-time extension of the regional retail commercial master site plan, for up to five years, with or without conditions, if the applicant demonstrates compliance with the following criteria:
 - i. That there is still adequate provision made for water, sanitary sewer and/or public utilities (electric, gas, phone and cable) if the extension is granted.
 - ii. The applicant demonstrates good cause for the delay in not commencing construction during the original ten-year period based on circumstances beyond the control of the applicant.
4. *Master site plan revisions.* Revisions to a regional retail commercial master site plan may be approved through the Type I review process so long as the revision does not result in an increase in the number of on-site parking spaces by more than ten percent of the amount originally approved or an increase in the square footage of building gross floor area by more than ten percent of the amount originally approved. Revisions of approved retail commercial master site plans in excess of the above amount shall require a Type IV review process as described herein and in chapter 15.210 ECC.
- D. *Decision criteria.* Applicants proposing a regional retail commercial master site plan shall demonstrate that the site plan application is able to satisfy all of the applicable code requirements. The regional retail commercial master site plan may only be approved if the city finds that all applicable code requirements are met, and that all of the following are satisfied:
- 1. Where permitted.
 - a. Table 15.310.040 sets forth the zones in which regional retail commercial master site plans are permitted, with the uses, exceptions and limitations set forth in ECC

15.390.030; provided, that the property is within the designated boundaries of the regional retail commercial areas as shown in figures 15.390.040(A) and (B).

- b. Regional retail commercial master site plans shall not be allowed on any property which is less than 40 acres in size, and which consists of one parcel or separate and contiguous parcels, separated only by a public right-of-way.

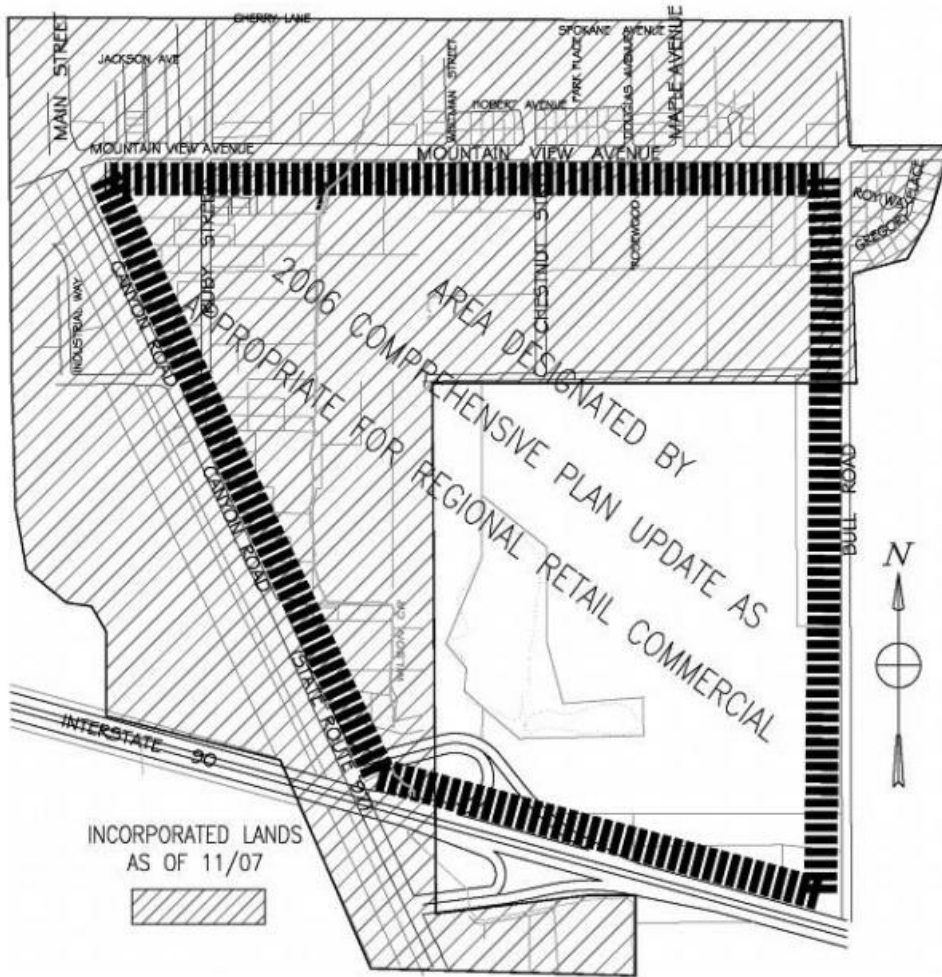


Figure 15.390.040(A). South interchange area.

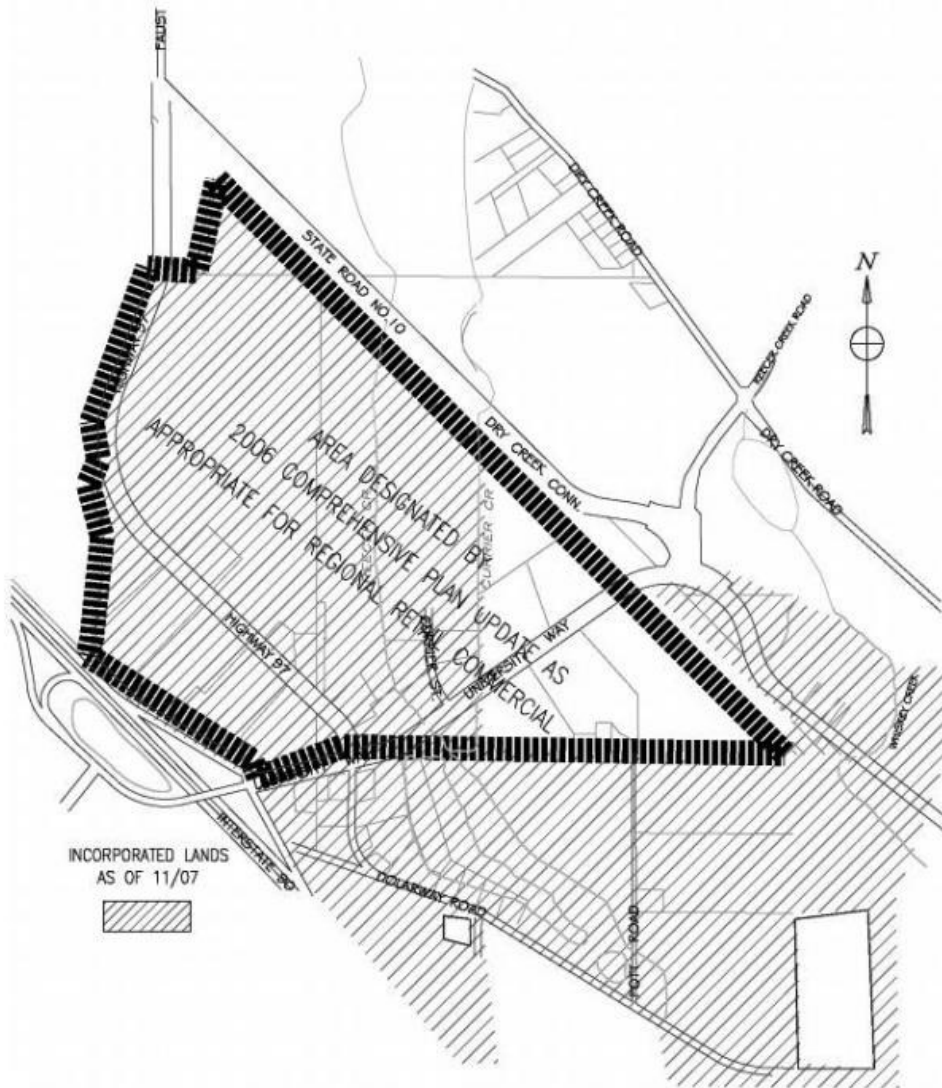


Figure 15.390.040(B). West interchange area.

2. The site access, proposed on-site circulation and off-street parking meet all public works development standards, regional retail commercial design standards (chapter 15.390A ECC), and make adequate provision for roads, streets, alleys and other public ways. All streets, roads, sidewalks and other amenities shall be constructed as required by the city's public works development standards. The streets and sidewalks shall be suitable and adequate to handle anticipated traffic within the proposed regional retail commercial master site plan and in the vicinity of the development. Adequate access shall include at least three points of entrance onto the 40-acre project site, one of which must be from an arterial street, and two must be from different compass directions or sides of the property, or at least one street connection to each neighboring parcel.

3. The regional retail commercial master site plan makes adequate provision for all public utilities, including, but not limited to, water, sanitary sewer, and stormwater drainage. The water and sanitary sewer facilities shall be suitable and adequate to provide service within the proposed regional retail commercial master site plan and in the vicinity of the development.
 4. The regional retail commercial master site plan is consistent with the city's comprehensive plan.
 5. The fire marshal and the building official have provided a recommendation demonstrating compliance with the applicable fire and building codes of the city.
 6. The perimeter of the regional retail commercial master site plan is compatible with the existing land use or properties that abut or are directly across the street from the subject property. Compatibility includes but is not limited to size, scale and mass.
 7. Each phase of the proposed regional retail commercial master site plan, as it is planned to be completed, contains the required parking spaces, open space, landscaping and utility area necessary for creating and sustaining a desirable and stable environment.
 8. Types of uses and development permitted. Uses defined as "regional retail commercial" development in ECC 15.130.180 are permitted as specified in ECC 15.390.030.
 9. The regional retail commercial master site plan and subsequent development shall comply with applicable project design provisions of chapter 15.390A ECC. Where there is a conflict between the provisions of chapter 15.390A ECC and this section, the provisions of this section shall apply.
- E. *Phasing.* An applicant may request that a development agreement be entered into with the city for development of the regional retail commercial master site plan to be phased over a period not to exceed ten years. In addition to the requirements for a development agreement in chapter 15.380 ECC, approval of any phased regional retail commercial master site plan shall include, but not be limited to, the following conditions:
1. The proposed development contains a minimum of 100,000 square feet of enclosed gross floor area of commercial uses; provided, that at least 50,000 square feet must be constructed for and used by one retailer;
 2. In the first phase of the regional retail commercial master site plan, development of permitted uses other than regional retail commercial allowed in the C-T and C-H zones (such as hotel/motel, eating and drinking, office and other uses) are not subject to the minimum enclosed gross floor area requirement;

3. The minimum enclosed gross floor area in the first phase may be satisfied by combining the gross floor area of separate buildings within the regional retail commercial master site plan, including buildings separated by a road; and
 4. There is no minimum size requirement for subsequent phases of development.
- F. *Designation of regional retail commercial master site plans.* The city council has designated the areas of the city which are eligible to develop with regional retail commercial projects in the comprehensive plan land use map and the comprehensive plan commercial land use policy statements. Modification of any boundaries or institution of any additional areas eligible for regional retail commercial projects shall follow the comprehensive plan amendment process.

(Ord. 4769 § 15, 2017)

Section 58. Section 15.420.050 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 115, is hereby amended to read as follows:

15.420.050 Lot design.

Lots within subdivisions shall be designed to allow placement of dwelling units to address functional design issues. Lots shall be designed to contain a usable building area. If the building area would be difficult to develop, the lot shall be redesigned or eliminated, unless special conditions can be imposed that will ensure the lot is developed consistent with the standards of this code and does not create nonconforming structures, uses or lots.

The placement and orientation of lots and dwelling units should consider privacy, solar orientation, access, location and access to open space and other factors that can contribute to the overall livability of the dwelling and its relationship to the surrounding environment. Flexibility shall be encouraged in spatial orientation of dwellings on lots to address these issues and create interesting and attractive streetscapes with homes having a high functional value that might not otherwise occur with a less flexible approach.

To maximize site efficiency and usable open space, small lot developments (generally less than 5,000 square feet in area and less than 50 feet wide) are encouraged to utilize zero-lot line and courtyard access configurations (as described below) or related design schemes provided they meet access, design, and other applicable standards set forth in this title.

- A. *Zero lot line.* This is a configuration where the house and/or garage is built up to one of the side property lines, providing the opportunity for more usable side yard space.
- Standards:

1. Dwelling units and accessory structures may be placed on one interior side property line. The opposite side yard shall be at least ten feet. Also see ECC 15.540.020 for single-family standards, including minimum usable open space.
2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls along a zero lot line structure are allowed except for windows that do not allow for visibility into the side yard of the adjacent lot. Examples include clerestory or obscured windows. See figure 15.420.050(A) for an example of a privacy wall for a zero lot line house.
3. Eaves along a zero lot line may project a maximum of ~~18~~ 30 inches over the property line, but only where sufficient easement is provided for the eave on the encroached property.
4. Lots intended for zero lot line dwellings shall be noted on the plat, together with minimum side yard areas and maximum building envelopes.

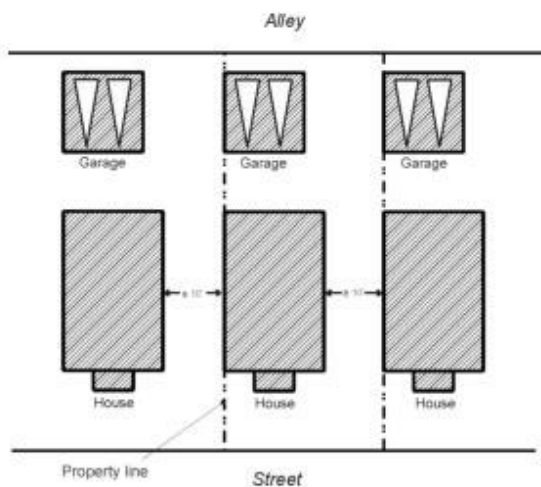


Figure 15.420.050(A). Zero lot line layout example (left). The right image shows the side yard and privacy wall for a zero lot line house.

- B. *Reciprocal use easement lots.* This works similar to the zero lot line configuration, except that the dwelling units and accessory structures meet the standard setbacks and easements are granted on one side yard to allow consolidated use of the side yards by the adjacent property (see figure 15.420.050(B) for example). Also, configurations providing for reciprocal use easements in the rear yard are allowed to maximize usable open space (see figure 15.420.050(B) for example). Standards/provisions:

1. Reciprocal easements shall be noted on the plat. Easement areas may be used for minimum usable open space requirements set forth in ECC 15.540.020(D).

2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls of a structure along a reciprocal use easement are allowed except for windows that do not allow for visibility into the side yard of the adjacent lot. Examples include clerestory or obscured windows. See figure 15.420.050(A) for an example of a privacy wall.
3. Areas within reciprocal use easements may count towards usable open space requirements for applicable lots.

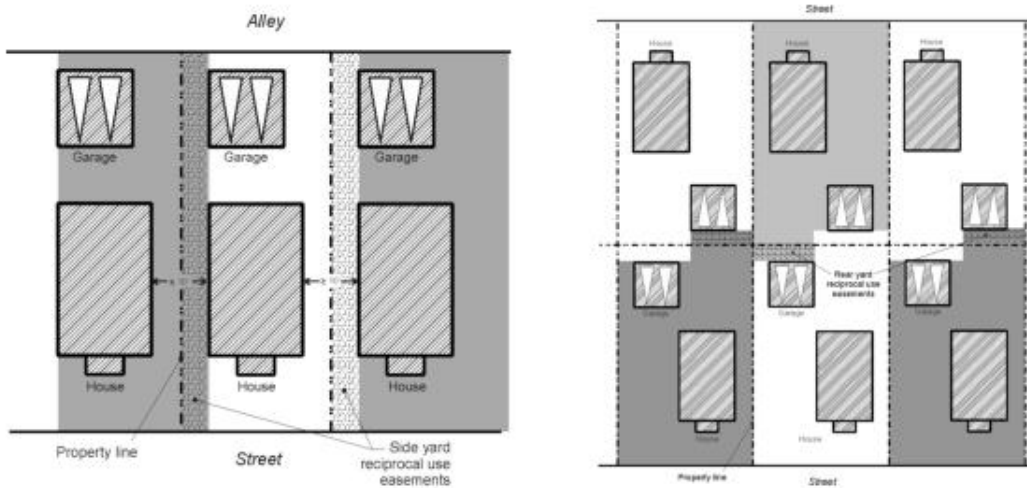


Figure 15.420.050(B). Example of a reciprocal side yard easement configuration (left image) and reciprocal rear yard easement configuration (right image).

- C. *Courtyard access lots.* This includes a series of lots clustered around a private internal roadway. Standards:
 1. Maximum number of lots served by a courtyard access: five (this includes lots fronting the street on either side of the courtyard access).
 2. Maximum length of a courtyard access: 100 feet (or deeper if approved by the fire code official). The length may be increased to 150 feet if all structures beyond 100 feet of the street are equipped with automatic fire sprinkler systems.
 3. Surface width of courtyard access: 15 feet minimum, to provide access for ambulances. Provisions shall be made to keep the access clear of snow, vehicles ("no parking" signs), and vegetation.
 4. An easement of 20 feet in width shall be secured over the applicable parcels to allow lots legal access to the public street. A maintenance agreement shall be required for all applicable lots and must be recorded on the plat.

5. Buildings accessed from a courtyard access are limited to two stories in height, due to aerial apparatus access limitations.

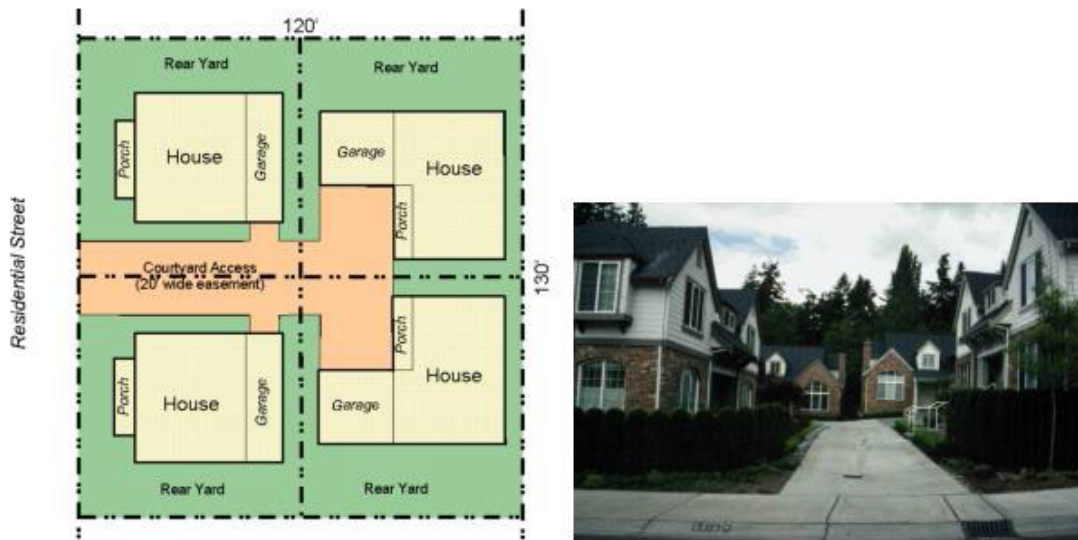


Figure 15.420.050(C). Examples of courtyard access lots.

- D. *Pedestrian-only entry lots.* This includes configurations where one or more lots are clustered around a pedestrian easement and/or common open space and do not front on a street (see figure 15.420.050(D) for an example). Most cottage housing developments (see ECC 15.540.050) are an example of this. Standards:
 1. A pedestrian entry easement shall be provided to all dwellings that do not front on a street, alley, or common open space.
 2. Pedestrian entry easements shall be five to ten feet wide with a five-foot minimum sidewalk constructed per local access street standards in section 3 of the public works development standards.
 3. Fire sprinklers are required for dwellings more than 100 feet from a fire access road.
 4. Buildings within pedestrian-only entry lots are limited to two stories in height.
 5. Dwellings more than 150 feet from a street will require fire department access as defined in the current International Fire Code (IFC).
 6. These lots must contain private detached or shared garages off an alley or other access if approved by the public works director.



Figure 15.420.050(D). Pedestrian-only entry lot configuration examples.

- E. *Alley access lots.* This includes configurations where lots are provided with vehicular access by an alley designed per section 3, street standards, of the city's public works development standards. Pedestrian access to each alley access lot shall be provided by either a public street (per chapter 15.410 ECC and section 3, street standards, of the city's public works development standards) or a pedestrian easement a minimum of ten feet wide with a five-foot minimum sidewalk constructed per local access street standards in section 3, street standards, of the public works development standards.



Figure 15.420.050(E). Alley access lot examples. The left example, Wheaton Court in Ellensburg, features direct pedestrian access to the street in the front and garage access off of an alley in the back. In the right image, lots feature pedestrian access from a trail/open space corridor (easement) with garage access off of an alley in the back.

- F. *Protective covenants.* The styles of developments discussed above require special consideration to ensure conflicts between neighbors are minimized and that opportunities are provided for a homeowners' association to deal with unique issues created by these development forms. Covenants for these development styles shall be

written to address issues unique to small lot developments that use reciprocal use and easement agreements. The city shall review and approve any necessary easements and/or covenant agreement.

(Ord. No. 4955, § 115, 2-18-2025; Ord. 4807 § 56, 2018; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 59. Section 15.500.010 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.500.020 Applicability and compliance.

The project design provisions in this division generally apply to all new development within the city, including building additions, site improvements, and new signage. However, since each chapter herein addresses different design and development elements, the applicability of each chapter is clarified at the beginning of the chapter. For instance, some chapters may only apply to new commercial and multifamily development, while individual sections in chapter 15.540 ECC only apply to specific housing types. Co-living housing is considered multifamily for the purpose of this Division.

It's also important to note that these standards are intended to supplement other provisions of this title and other existing city codes applicable to developments. Where there is a conflict between the provisions of this division and other codes, the provisions herein shall apply.

For building additions, remodels, and site improvements, three different thresholds have been established to gauge how the standards herein are applied to such projects. See figure 15.500.020 for examples of site development and the respective types of improvements required under each of the three levels of improvements.

- A. Level I improvements include all exterior remodels, building additions, and/or site improvements commenced within a three-year period (based on the date of permit issuance) that affect the exterior appearance of the building/site and/or increase the building's footprint by up to 50 percent. The requirement for such improvements is only that the proposed improvements meet the standards and do not lead to further nonconformance with the standards. For example, if a property owner decides to replace a building facade's siding, then the siding shall meet the applicable exterior building material standards, but elements such as building articulation would not be required.
- B. Level II improvements include all improvements commenced within a three-year period (based on the date of permit issuance) that increase the building's footprint by more than 50 percent, but not greater than 100 percent. All standards that do not

involve repositioning the building or reconfiguring site development shall apply to level II improvements. For example, if a property owner of an existing home in the R-O zone wants to convert the home to an office and build an addition equaling 75 percent of the current building's footprint, then the following elements shall apply:

1. The location and design of the addition/remodel shall be consistent with the site orientation standards (chapter 15.510 ECC), which address building frontages, entries, parking lot location, and front yard landscaping. For such developments seeking additions to buildings where off-street parking location currently does not comply with applicable parking location standards, building additions are allowed provided they do not increase any current nonconformity and generally bring the project closer into conformance with the standards. (See chapter 15.550 ECC, off-street parking).
 2. Comply with applicable site planning and design elements (chapter 15.520 ECC).
 3. Comply with all building design provisions of chapter 15.530 ECC, except architectural scale and materials provisions related to the existing portion of the building where no exterior changes are proposed. The entire building shall comply with building elements/details, materials, and blank wall treatment standards of ECC 15.530.060.
 4. Comply with the off-street parking, signage, and landscaping provisions of chapters 15.550 through 15.570 ECC that relate to proposed improvements.
- C. Level III improvements include all improvements commenced within a three-year period (based on the date of permit issuance) that increase the building's footprint by more than 100 percent. Such developments shall conform to all applicable standards.

The application review procedures for new development are addressed in division II of this title. For procedures associated with new developments requiring a building permit, see ECC 15.250.030 (design review).

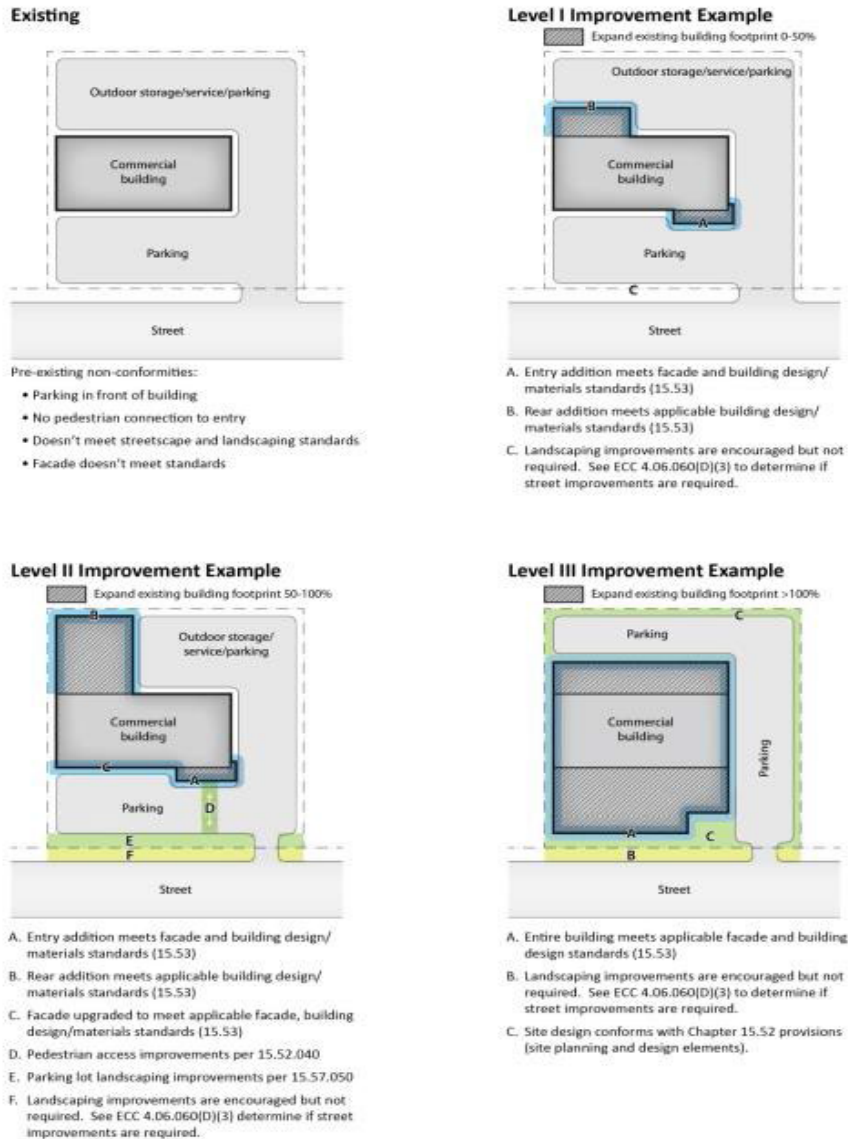


Figure 15.500.020. Examples of site development and the respective types of improvements required under each of the three levels of improvements.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 60. Section 15.520.030 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.520.030 Open space for nonresidential and multifamily uses.

A. Purpose.

1. To enrich the pedestrian environment in Ellensburg;
 2. To provide accessible, safe, convenient, and usable on-site open space for residential uses;
 3. To promote the health of residents by providing access to on-site open space for recreational activities, physical exercise, and/or food production;
 4. To create open spaces that enhance the residential setting; and
 5. To provide for pedestrian-oriented open space in conjunction with large scale commercial development.
- B. *Open space requirements for nonresidential uses.* (See figure 15.520.030(B)). All nonresidential development on sites outside of the I-H zone more than one acre in size, including commercial portions of mixed use development, shall provide pedestrian-oriented space equal to at least one percent of the net project area plus one percent of the gross nonresidential building floor area, exclusive of structured parking. The intent is to mitigate the impacts of large scale commercial development, provide outdoor spaces for resting, dining, and socializing, and to contribute to the desired pedestrian-oriented character of commercial areas and the economic viability of Ellensburg. The one percent standard is modest with respect to building and parking areas, provides for proportionality, and the standards provide flexibility in how the standard can be met. Buildings used entirely for storage purposes are exempt from this standard. Pedestrian-oriented space shall comply with the design provisions of subsection (C) of this section. The applicable open space(s) shall be maintained by the property owner.

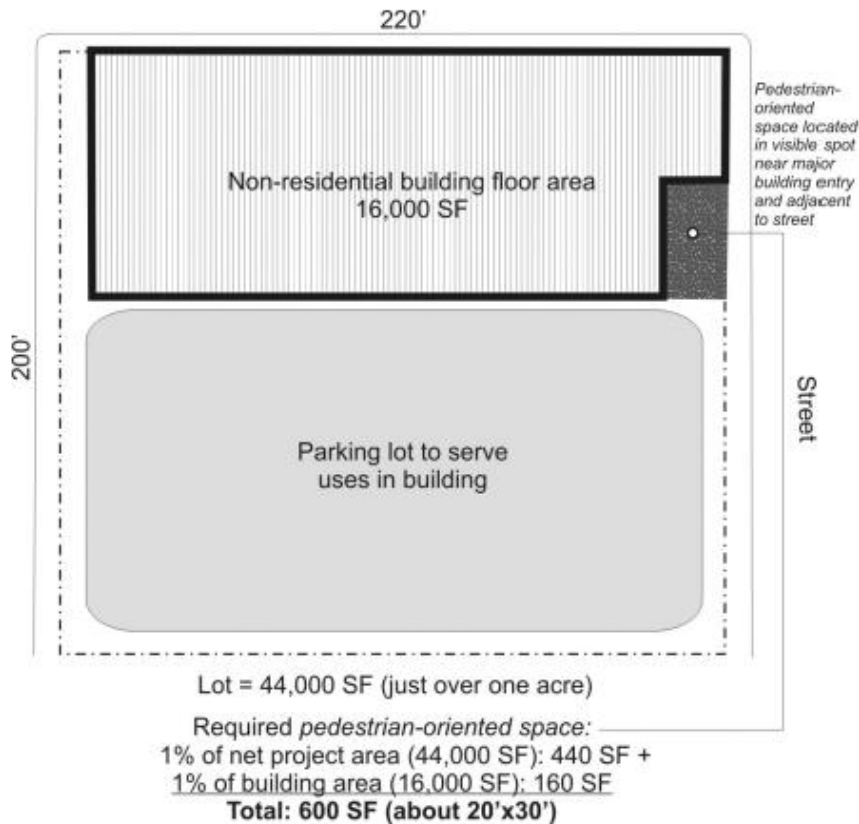


Figure 15.520.030(B). Illustrating the amount of open space required for nonresidential development.

C. *Pedestrian-oriented space design criteria.* These spaces, as required per subsection (B) of this section, are intended to be publicly accessible spaces that enliven the pedestrian environment by providing (1) opportunities for outdoor dining, socializing, relaxing and (2) visual amenities that contribute to the character of commercial areas. Design criteria for pedestrian-oriented space:

1. Sidewalk area, where widened beyond minimum requirements, shall count as pedestrian-oriented open space. The additional sidewalk area may be used for outdoor dining and temporary display of retail goods. The standards in subsections (C)(2) through (4) of this section shall not apply to sidewalks, where used as usable open space.
2. The following design elements are required for pedestrian-oriented open space:
 - a. Spaces shall be physically and visually accessible from the adjacent street or major internal vehicle or pedestrian route. Spaces shall be in locations that the

intended user can easily access and use, rather than simply left-over or undevelopable spaces where very little pedestrian traffic is anticipated;

- b. Paved walking surfaces of either concrete or approved unit paving;
- c. Pedestrian-scaled lighting (no more than 14 feet in height) at a level averaging at least two foot-candles throughout the space. Lighting may be on-site or building-mounted lighting (see chapter 15.580 ECC, outdoor lighting, for additional lighting requirements);
- d. At least three feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space. This provision may be relaxed or waived where there are provisions for movable seating that meet the purpose of the standard;
- e. Spaces shall be positioned in areas with significant pedestrian traffic to provide interest and security—such as adjacent to a building entry; and
- f. Landscaping that adds visual or seasonal interest to the space.

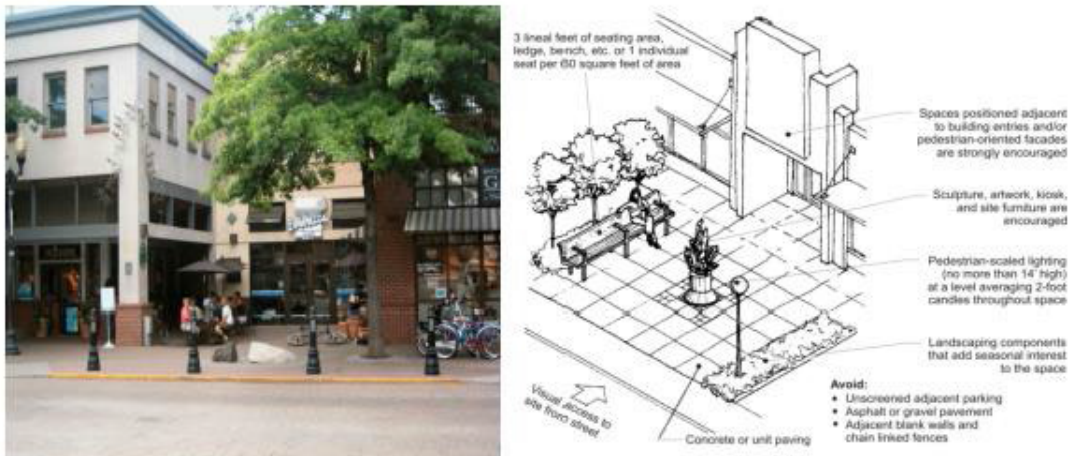


Figure 15.520.030(C). Examples of pedestrian-oriented open spaces.

3. The following features are encouraged in pedestrian-oriented space:
 - a. Pedestrian amenities such as a water feature, drinking fountain, and/or distinctive paving or artwork;
 - b. Provide pedestrian-oriented facades on some or all buildings facing the space;
 - c. Consideration of the sun angle at noon and the wind pattern in the design of the space;

- d. Transitional zones along building edges to allow for outdoor eating areas and a planted buffer;
 - e. Movable seating;
 - f. Incorporation of water treatment features such as rain gardens or the use of an area over a vault as a pedestrian-oriented space; and
 - g. Weather protection, especially weather protection that can be moved or altered to accommodate conditions.
4. The following features are prohibited within pedestrian-oriented space:
- a. Asphalt or gravel pavement, except where continuous gravel or asphalt paths intersect with the space;
 - b. Adjacent chain link fences;
 - c. Adjacent unscreened blank walls; and
 - d. Adjacent dumpsters or service areas.
- D. *Open space requirements for multifamily uses.* All multifamily development, including multifamily portions of mixed use development, shall provide open space at least equal to ten percent of the building living space, not counting corridors, lobbies, etc. For example, for an eight-unit development where the units average 1,000 square feet, the minimum required open space shall be 800 square feet. The applicable open space(s) shall be maintained by the property owner or homeowners' association, where applicable, per ECC 15.290.020. The required open space may be provided in a combination of the following ways:
- 1. One hundred percent of the required open space may be in the form of common open space available to all residents and meeting the requirements of subsection (E)(1) of this section. Common open space may be in the form of courtyards, front porches, patios, play areas, gardens or similar spaces;
 - 2. Up to 50 percent of the required open space may be provided by private or common balconies meeting the requirements of subsection (E)(2) of this section;
 - 3. For mixed-use buildings up to 50 percent of the required open space may be provided by common indoor recreation areas meeting the requirements of subsection (E)(3) of this section;

4. For mixed-use buildings, up to 50 percent of the required open space may be provided by shared roof decks located on the top of buildings which are available to all residents and meet the requirements of subsection (E)(4) of this section; and/or
5. Up to 25 percent of the required open space may be provided by community garden areas meeting the requirements of subsection (E)(5) of this section.
6. For co-living housing, one hundred percent of the required open space may be in the form of shared kitchen and living spaces (such as lounge/social rooms, fitness rooms, libraries, workshops and similar amenities) available to all residents.

E. *Multifamily open space design criteria.*

1. *Common open space.* Such spaces include landscaped courtyards or decks, front porches, gardens with pathways, children's play areas, or other multi-purpose recreational and/or green spaces. Special requirements and recommendations for common open spaces include the following:
 - a. Required setback areas shall not count towards the open space requirement unless they are portions of a space that meets the dimensional and design requirements and guidelines set forth below;
 - b. Space shall be large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width (except for front porches);
 - c. Spaces (particularly children's play areas) shall be visible from at least some dwelling units and positioned near pedestrian activity;
 - d. Spaces shall feature paths, landscaping, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable;
 - e. Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;
 - f. Separate common space from ground floor windows, automobile circulation, service areas and parking lots by utilizing landscaping, low-level fencing, and/or other treatments that enhance safety and privacy (both for common open space and dwelling units);

- g. Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;
- h. Space should be sited to minimize impacts from prevailing winds;
- i. Stairways, stair landings and above grade walkways shall not encroach into minimum required common open space areas. An atrium roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard; and
- j. Shared front porches qualify as common open space provided:
 - i. No dimension is less than eight feet; and
 - ii. The porches are accessible to all residents.

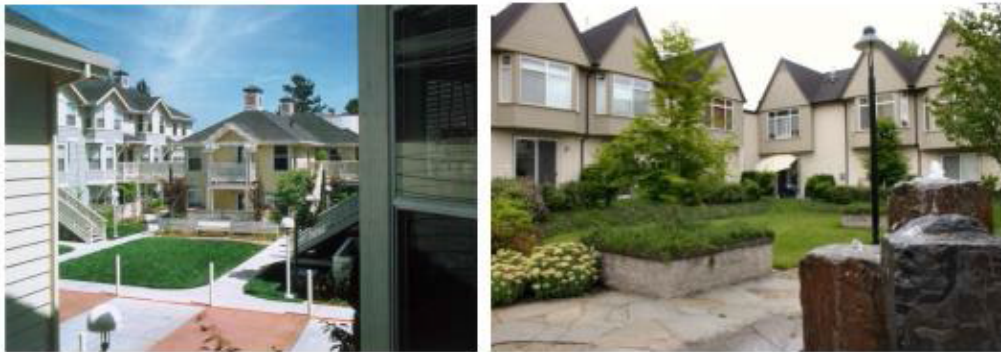


Figure 15.520.030(D)(1). Examples of common open space.

- 2. *Private balconies and decks.* Such spaces shall be at least 35 square feet, with no dimension less than four feet, to provide a space usable for human activity. The space shall meet ADA standards. This standard also applies to individual front porches if counted toward townhouse open space requirements.
- 3. *Indoor recreational areas.* Such spaces shall meet the following conditions:
 - a. The space shall meet ADA standards and shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and
 - b. Space shall be designed specifically to serve interior recreational functions and not merely be leftover unrentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.
- 4. *Shared rooftop decks.* Such spaces shall meet the following requirements:

- a. Space shall be ADA accessible to all dwelling units;
 - b. Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use;
 - c. Space shall feature hard surfacing appropriate to encourage resident use; and
 - d. Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.
5. *Community gardens.* (See figure 15.520.030(D)(2)). Such spaces shall meet the following conditions:
- a. All spaces shall be located to receive at least six hours of natural sunlight per day in summer months.
 - b. All spaces shall have access to irrigation.
 - c. All spaces shall have tillable soil to a depth of one foot, minimum.
 - d. Spaces may be provided in shared or private yard areas, at ground level, on balconies, or on rooftop decks.
 - e. Where some or all of the community garden is within shared common open space, a management program shall be required setting forth the following provisions:
 - i. Access to interested residents meeting minimum space requirements set forth herein;
 - ii. Provisions for space management and maintenance; and
 - iii. No additional fees shall be assessed to space users beyond standard homeowners' association or resident maintenance fees.
 - f. Standards where community garden space is provided within shared common open spaces:
 - i. Walkways between planting beds shall be at least two feet wide; and
 - ii. Planting beds shall be raised above surface level. For ground level spaces, planting beds shall be raised at least six inches. For rooftop spaces, planting beds shall be raised by at least 18 inches.



Figure 15.520.030(D)(2). Community garden example.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 61. Section 15.520.040 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.520.040 Internal pedestrian access and design.

- A. *Purpose.* To improve the pedestrian environment by providing safe and clear connections between the sidewalk and adjacent uses, between businesses, and through parking lots.
- B. *Access to sidewalk.* All buildings shall have clear pedestrian access to the sidewalk. Where a use fronts two streets, access shall be provided from the road closest to the main entrance, preferably from both streets. Buildings with entries not facing the street shall have a clear and obvious pedestrian access way from the street to the entry.
- C. *Sites with multiple businesses or buildings.* Pedestrian paths or walkways connecting all businesses and the entries of multiple commercial buildings frequented by the public on the same development site shall be provided.

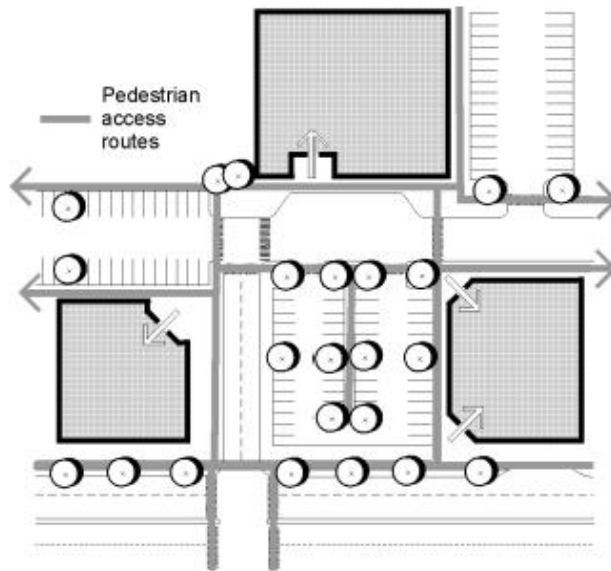


Figure 15.520.040(C). Good internal pedestrian circulation. Note connections from the street, between buildings and through parking lots.

- D. *Parking lot pathways.* A hard-surfaced walkway with six feet of unobstructed width shall be provided for safe walking areas through parking lots greater than 150 feet long (measured either parallel or perpendicular to the street front). Walkways shall be provided for at least every three parking aisles or a distance of less than 150 feet shall be maintained between paths. Such access routes through parking areas shall be separated from vehicular parking and travel lanes by use of contrasting paving material, which may be raised above the vehicular pavement. Speed bumps may not be used to satisfy this requirement. Trees and pedestrian-scaled lighting (maximum 15 feet in height) shall be used to clearly define pedestrian walkways or other pedestrian areas within the parking area.

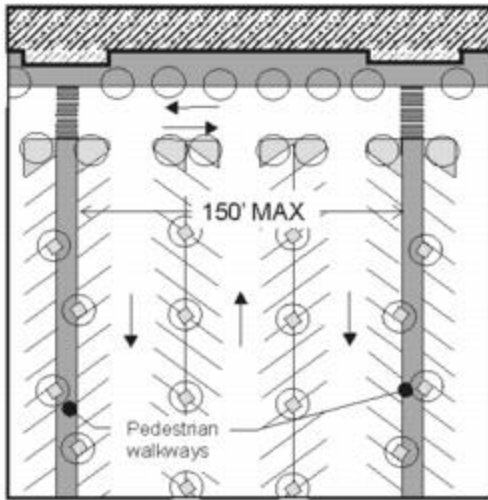


Figure 15.520.040(D). Parking lot pathway standards and example.

E. Internal walkway widths and design.

1. Pathways along the front facade of mixed-use and retail buildings 100 feet or more in length (measured along the facade) that are not located adjacent to a street must be at least 12 feet wide with eight feet minimum unobstructed width and include the following:
 - a. Street trees shall be placed at an average of 30 feet on center and placed in planting pits (except where trees are placed in continuous planting strips). Breaks in the tree coverage will be allowed near major building entries to enhance visibility. However, no less than one tree per 60 lineal feet of building facade must be provided;
 - b. Planting strips may be used between any vehicular access or parking area and the pathway; provided, that the required trees are included and the pathway is at least eight feet in width and the combined pathway and planting strip is at least 14 feet in width; and
 - c. Pedestrian-scaled lighting may be used as a substitute to the required street trees, provided they are used at the same intervals.

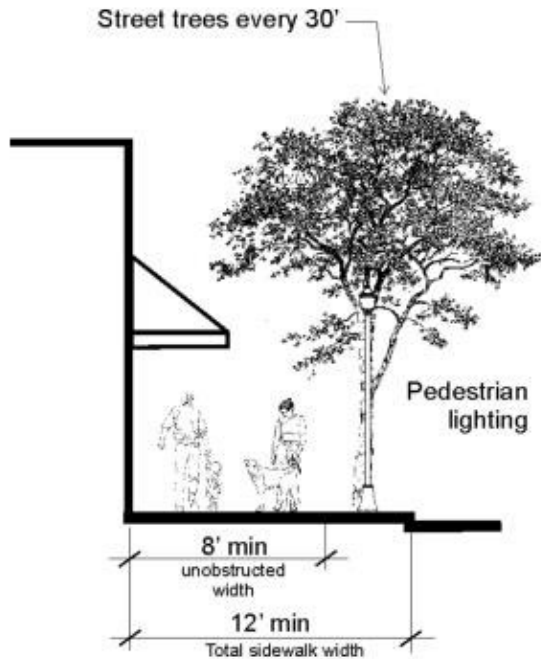


Figure 15.520.040(E)(1). Internal walkway standards and an example along retail or mixed-use buildings.

2. For all other interior pathways, the applicant shall successfully demonstrate that the proposed walkway is of sufficient width to accommodate the anticipated number of users.

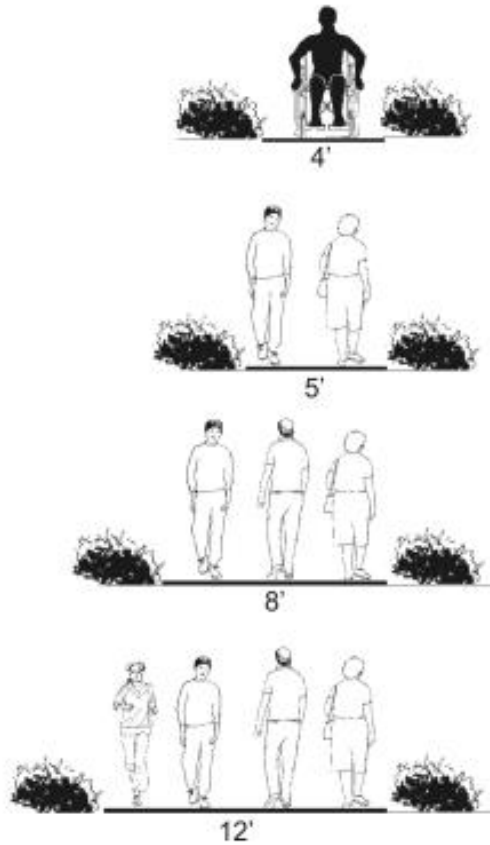


Figure 15.520.040(E)(2). Considerations for pathway walking widths.

F. Pedestrian crossings.

1. Crosswalks are required when a walkway crosses a paved area accessible to vehicles; and
2. Applicants must continue the sidewalk pattern and material across internal driveways.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 62. Section 15.520.070 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.520.070 Parking lot design.

- A. Purpose.** To minimize potential negative impacts of parking lots on the streetscape's visual character, pedestrian environment, local water quality conditions, and adjacent uses.

B. *Surface parking lot screening standards.*

1. Where new surface parking lots or parking lots associated with new construction or level III improvements (see ECC 15.500.020) are adjacent to streets, one of the following buffer options between the sidewalk and the parking lot shall be incorporated:
 - a. Provide a five-foot-wide planting bed that incorporates a continuous low wall (approximately three feet tall). The planting bed shall be in front of the wall and feature Type C landscaping (see ECC 15.570.040(C)). Departures utilizing alternative landscaping schemes will be considered pursuant to ECC 15.210.060 provided they meet the purpose of the standards in this section. The wall shall be constructed of brick, stone, decorative concrete or concrete block, or other permanent material that provides visual interest and helps to define the street edge (see figure 15.520.070(B)(1)(a)).

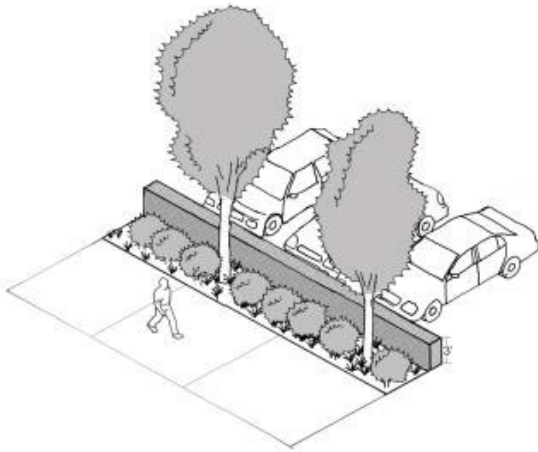


Figure 15.520.070(B)(1)(a). Parking lot planting buffer with low wall.

- b. Provide an elevated planter which is a minimum of five feet wide and between two and three feet in height. Ledges that are approximately 12 inches in width are encouraged as they can double as a seating area. The planter must be constructed of masonry, concrete or other permanent material that effectively contrasts with the color of the sidewalk and combines groundcover and annuals, perennials, ornamental grasses, low shrubs, and/or small trees that provide seasonal interest (see Figure 15.520.070(B)(1)(b)).

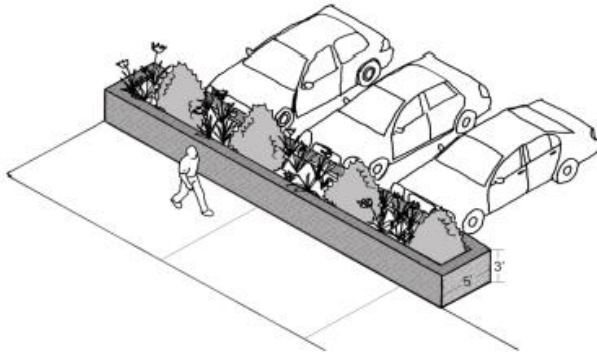


Figure 15.520.070(B)(1)(b). Elevated parking lot planting buffer.

- c. Provide at least ten feet of Type C landscaping (ECC 15.570.040(C)). (See figure 15.520.070(B)(1)(c)).

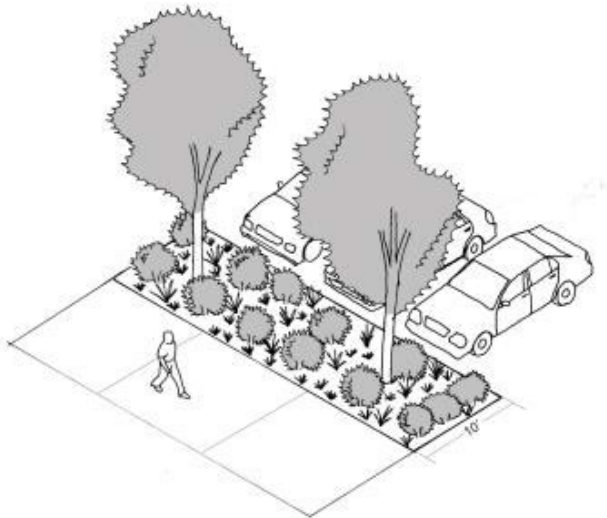


Figure 15.520.070(B)(1)(c). Example of a 10-foot parking lot buffer with Type C landscaping.

All options above should choose and maintain plantings to maintain eye level visibility between the street/sidewalk and parking area for safety. This means that shrubs and other low plantings should be maintained below three feet in height while trees (once they achieve taller heights) should generally have their crowns raised up to the eight-foot level. (See figure 15.520.070(B)(1)(c)).

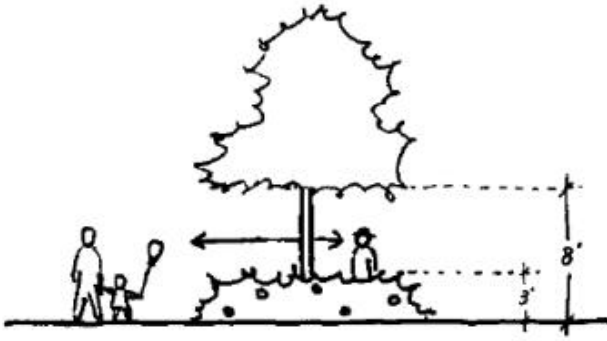


Figure 15.520.070(B)(1)(c). Parking lot planting buffers shall emphasize the 3:8 rule for visibility and safety.

2. ~~d.~~ Where new surface parking lots or parking lots associated with new construction or level III improvements (see ECC 15.500.020) are located along side property lines, a six- to eight-foot screen fence shall be required on the property line with at least five feet of Type A, B, or C landscaping (see ECC 15.570.040) in front of the fence. Breaks in the fence/landscaping are permitted for internal pedestrian and vehicular connections between properties. Properties fronting on designated storefront streets and/or those with shared parking agreements with applicable neighbors are exempt from this requirement. Departures will be considered pursuant to ECC 15.210.060 provided they meet the purpose of the standards in this section.

2.3. Other relevant code sections.

- a. Section 6, parking standards, of the city's public works development standards and chapter 15.550 ECC, off-street parking;
- b. Parking lot pathway standards set forth ECC 15.520.040(C); and
- c. Internal parking lot landscaping standards set forth in ECC 15.570.050(A)(3).

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 63. Section 15.540.040 of the Ellensburg City Code, as last amended by Ordinance 4953, Section 13, is hereby amended to read as follows:

15.540.040 Accessory dwelling unit design standards (ADU).

A. Purpose.

- 1. To provide infill housing opportunities throughout residential zones in Ellensburg;

2. To provide affordable housing options; and
 3. To provide an opportunity for rental income for property owners.
- B. *Standards for all ADUs.* An ADU is designed and established to be a separate dwelling unit that is accessory to a principal unit. ADUs can be attached to the ~~primary dwelling~~ principal unit or detached. ADUs differ from duplexes in the zoning districts where they are allowed and ADUs are subject to specific size and design criteria relative to the ~~primary dwelling~~ principal unit. ADUs shall not be subject to any more restrictive setback requirements, yard coverage limits, restrictions on entry door locations or aesthetic requirements than the principal unit. If standards conflict, the principal unit standards shall apply.

Two accessory dwelling units are permitted on any lot of record in any zone that permits single-family dwellings and is currently developed or being developed with a principal unit provided all of the following conditions are met:

1. ADUs shall not exceed 1,000 square feet of gross floor area. Gross floor area is the interior habitable area under the International Residential Code, including basements and attics, where they meet height minimums, but does not include a garage or accessory structure; and
 2. The presence of an accessory dwelling unit must be clearly identified on each entrance by proper numbering.
- C. *Additional standards for a detached ADU (DADU).*
1. DADUs may be separate freestanding structures located to the side or rear of a primary dwelling unit or may be placed next to and/or above a garage. Existing structures or garages can be converted to an ADU provided the conversion does not impact the ability for the principal unit to demonstrate consistency with current parking standards at the time of building application. This conversion shall not make a legal nonconforming structure or garage more nonconforming in relation to setback or building size;
 2. There shall be a minimum separation of 15 feet between the existing dwellings and the DADU, except where the DADU is converted from an existing garage or structure or built on top of and/or next to an existing garage or structure. The space between a DADU and a principal unit is considered a yard for the purpose of DADU permitted projections pursuant to ECC 15.520.080.

(Ord. No. 4953, § 13, 1-21-2025; Ord. 4810 § 1, 2018; Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 64. Section 15.550.040 of the Ellensburg City Code, as last amended by Ordinance 4953, Section 16, is hereby amended to read as follows:

15.550.040 Computation of required off-street parking spaces.

- A. *Spaces required.* Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square foot means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Table 15.550.040(A)
Computation of Required Off-Street Parking Spaces

Category of land use ¹	Minimum parking spaces required
RESIDENTIAL/LODGING	
Dwelling, single-family	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for single-family units.
1 st accessory dwelling unit	None required
2 nd accessory dwelling unit	1.0 per <u>for the second accessory dwelling unit</u>
Apartment:	
Duplex	2.0 per dwelling unit; for structures containing more than 6 bedrooms, 1 additional space for each bedroom in excess of 6 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for duplex dwelling units.
Townhouse	1.0 per dwelling unit for 1-2 bedroom units. 2.0 per dwelling unit for units with 3-4 bedrooms; for structures containing more than

	4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided
Studio units	1.0 per dwelling unit
Studio and 1-bedroom units in C-C zone outside of the downtown historic district	0.7 per dwelling unit
<u>Studio and 1-bedroom units (all other)</u>	1.0 per dwelling unit
2-bedroom residential units and larger in C-C zone outside of the downtown historic district	0.7 per bedroom
2-bedroom units or larger (<u>all other</u>)	1.0 per bedroom
Cottage housing	1.0 per dwelling unit
Senior housing	1.0 per dwelling unit (this may be reduced based on the characteristics of the use)
Adult family home	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted.
Senior citizen assisted housing	1.0 per 2 dwelling or sleeping units
Community residential facilities	1.0 per 2 bedrooms
Boarding houses, lodging houses	1.0 per bedroom
<u>Co-living housing</u>	<u>0.25 per sleeping unit</u>
Hotel/motels (where restaurants and conference facilities are included, see standards for applicable use)	1.0 per guest room
Bed and breakfast guesthouse	1.0 per guest room, plus 2.0 per facility
GENERAL RETAIL AND SERVICE	

Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses	1.0 per 300 square feet of gross floor area
General retail or service use with drive-in facility	Same parking for retail and service as provided herein, plus sufficient off-street drive-through stacking area to accommodate 3 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
Day care facility	1.0 per employee plus 1.0 temporary loading parking per each 8 full-day equivalent children
FOOD AND BEVERAGE	
Restaurant, taverns, or similar uses where patrons sit down for service	1.0 per 200 square feet of gross floor area for sit-down facilities with a minimum number of 5 spaces required
Drive-in restaurant	Same parking as restaurant plus sufficient off-street drive-through stacking area to accommodate 6 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
Drive-in coffee stand	2.0 per facility plus sufficient off-street drive-through stacking area to accommodate 6 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
PLACES OF ASSEMBLY	
Churches, funeral homes, mortuaries, clubs, lodges, museums, auditoriums, theaters, conference facilities, public or commercial recreational facilities, or similar uses	0.25 per person of maximum occupancy as established by the fire marshal with a minimum of 5 spaces required
INDUSTRIAL AND LAND CONSUMPTIVE USES	

Wholesale trade, warehousing (including miniwarehouse facilities), processing and manufacturing facilities, heavy equipment repair, lumber yard, car sales, or similar land consumptive but low traffic generation uses	1.0 per 1,500 square feet of gross floor area for structures up to 20,000 square feet in gross size with a minimum of 5 spaces required OR 1.0 per 2,000 square feet of gross floor area for structures greater than 20,000 square feet in gross size. NOTE: For vehicle sales lots, the sales area is not considered to be a parking facility and does not have to comply with the requirements of this chapter. However, all required parking must be designed and reserved for customer parking only.
PUBLIC AND QUASI-PUBLIC USES	
Hospital	1.5 per each 5 beds with a minimum of 5 spaces required
Elementary and junior high schools	1.0 per classroom, plus 1 per 50 students
High schools, college or university, trade school, or business school	1.0 per classroom, plus 1 per 10 students
Governmental office	1.0 per 350 square feet of gross floor area

Notes:

- A. In those situations where a particular use is not specifically mentioned in this table, the requirements for off-street parking shall be determined by the director and in accordance with the most comparable use listed.
- B. *Uses in the C-C zone.* There are no off-street parking requirements for any uses in the C-C zone, except residential uses located outside of the downtown historic district per table 15.550.040(A) ~~shall provide at least 0.7 parking spaces per bedroom (studio apartments shall be considered a one-bedroom apartment).~~
- C. *Shell building permit applications.* When the city has received a shell building permit application, off-street parking requirements shall be based on the possible tenant improvements or uses authorized by the zone designation and compatible with the limitations of the shell permit. When the range of possible uses results in different parking requirements, the director shall establish the amount of parking based on a likely range of uses.

For example, an applicant submits a permit for a 5,000-square-foot shell building in the C-H zone. The zone allows for a range of retail, personal, and general service retail uses. Most permitted uses in this zone fall in the category of general retail and service uses in table 15.550.040(A) which requires one space per 300 square feet of gross floor area. Restaurants require more parking (one space per 200 square feet of gross floor area). While the director might find it unreasonable to require parking for the "worst case scenario" in terms of possible use types, he or she will typically choose a requirement that falls between the possible use scenarios. In this case, the odds are that most possible uses fall in the general retail and service use category with a lower parking requirement, though a slightly higher parking requirement would make sense given the possibility of a use such as a restaurant, which requires greater parking. Thus, a compromise standard, requiring a minimum of one space per 275 square feet of gross floor area, would be reasonable in this instance.

D. *Other provisions of code.* ~~Where other provisions of this code stipulate reduced minimum parking requirements, those provisions shall apply.~~ Where provisions of this Title conflict regarding the number required off-street parking spaces, the lower requirement or more lenient interpretation shall prevail.

E. *Bicycle parking.* Multifamily and nonresidential developments shall provide for bicycle parking per the standards below:

1. Amount of bicycle parking.

Table 15.550.040(B)
Computation of Required Off-Street Bicycle Parking Spaces

Category of land use	Minimum parking spaces required
Single-family dwelling	None
Multifamily dwelling	0.5 space per dwelling unit (units with private garages are exempt)
Hotel/motels	1.0 per 20 guest rooms
Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses	1.0 per 5,000 square feet of gross floor area for up to 50,000 square feet, then 1.0 per 10,000 square feet beyond 50,000
Restaurant, taverns, or similar uses where patrons sit down for service	1.0 per 800 square feet of gross floor area
All other uses	1.0 per 5 required vehicle parking spaces

2. Parking location and design—Nonresidential uses. Bicycle facilities for patrons shall be located within 100 feet of the building entrance and located in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per chapter 15.580 ECC.
 3. Parking location and design—Residential uses. Bicycle facilities for residents shall be located within 100 feet of all building or individual unit entrances and located on the ground level in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per chapter 15.580 ECC.
 4. Bicycle parking hardware shall be installed according to its manufacturer's instructions, allowing adequate clearance for bicycles and their riders.
 5. Projects in the C-C zone may contribute to a bicycle parking fund (subject to establishment by the city) maintained by the city in lieu of required parking set forth in table 15.550.040(B). Calculation of the required fund contributions will be based on the cost to purchase, install, and maintain bicycle parking and associated improvements. The cost will be adjusted annually by the city. The fund will be used by the city to provide bicycle parking in the C-C zone and in other locations within the city.
- F. *Primary use.* The minimum number of parking spaces shall be computed based on the primary uses on the property, except as stated in subsection (G) of this section that addresses accessory uses. When there are two or more separate primary uses on a property, the required off-street parking for the property is the sum of the required parking for the individual primary uses.
- G. *Accessory use.* When more than 20 percent of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated separately for the accessory use and for the primary use and then added together for the total required off-street parking. When 20 percent or less of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated on the gross floor area of the building as if it were all under the primary use.

Examples:

1. A 40,000-square-foot building containing a 30,000-square-foot warehouse space (75 percent of total) and a 10,000-square-foot accessory office space (25 percent of total). The minimum parking requirement would be calculated separately for the office use and the warehouse use and then added together.

2. The same 40,000-square-foot building containing a 35,000-square-foot warehouse space (88 percent of total) and a 5,000-square-foot accessory office space (12 percent of total). The required parking would be based solely on the gross floor area of the building as if it were all the primary use (40,000 square feet).
- H. *On-street parking.* On-street parking immediately adjacent to the property may be counted towards the parking requirement for nonresidential uses.
- I. *Off-site parking.* Off-site parking is not permitted for residential uses outside of the C-C zone, except for guest parking provisions associated with local access streets per ECC 15.410.040(B)(2). For nonresidential uses, a maximum of 25 percent of the required off-street parking for a building or use may be located on a separate lot of record. Specifically:
1. The location of the off-site parking shall be within 600 feet of any property line of the property for which the off-site parking is provided.
 2. Off-site parking facilities are subject to applicable design provisions in this division, including site orientation standards in chapter 15.510 ECC, site planning and design elements in chapter 15.520 ECC, and landscaping standards in chapter 15.570 ECC.
 3. There shall be sidewalks or paved pedestrian paths between the off-site parking site and the use for which the off-site parking is provided.
 4. There shall be adequate lighting to provide safe walking between the off-site parking and the use for which the off-site parking is provided.
 5. The owner of the off-site parking property shall execute a covenant in a form acceptable to the city attorney that shall clearly:
 - a. Identify the legal description of the property that is to benefit from the off-site parking lot and the legal description of the off-site property that is to be encumbered in whole or in part by the covenant.
 - b. Specify the terms and conditions of such encumbrance.
 - c. Clearly state that the terms of the covenant cannot be modified or revoked without the written consent of the city council.
 - d. The covenant shall be recorded with the Kittitas County auditor's office to run as a deed restriction on both the benefited and encumbered properties as long as the business requiring these off-street parking spaces is in operation. A copy of the recorded covenant shall be provided to the community development department.
- J. *Required access.* All required off-street parking must have direct and unobstructed access to ingress and egress from a public street, and stacked or tandem parking shall not be counted

toward meeting the required off-street parking requirements in any zoning district except for ~~single-family residential structures and duplex dwelling units pursuant to RCW 36.70A.622 as per table 15.550.040(A).~~

K. *Setback areas.*

1. Required off-street parking spaces may extend into the rear yard setbacks in the R-L, R-M, R-O, and R-H zoning districts. Required parking may not extend into required open space. If the lot abuts an alley, parking shall be set back five feet from the alley line. Single-family residences located in any of the R-L, R-M, R-O, and R-H zoning districts are allowed to locate the minimum required two off-street parking spaces within the setback areas or required open space area. Any additional parking spaces must be located outside of the required open space and setback areas.
2. At locations where single-family residential parking is permitted within setback or required open space, provisions shall be made to prevent this parking from encroaching upon adjacent sidewalks. For the purposes of this requirement there shall be a minimum of 22 feet between adjacent structures and sidewalks to allow for parking clearance when required parking for single family residential development is sited on the required building setback(s) or open space.

L. *Garages.* Required off-street parking that is provided in garages or carports shall be credited toward the required off-street parking spaces except that no stacked or tandem parking that blocks off those garages or carport parking spaces from direct or unobstructed access to ingress or egress to a public street shall be credited toward the required parking spaces except for single-family residential structures and duplex structures as set forth in table 15.550.040(A).

M. *Handicapped parking.* Off-street parking and access for the physically handicapped shall be provided in accordance with the Uniform Building Code.

N. *Fire lane standards.* Fire lanes may be required by the fire codes and by Kittitas Valley fire and rescue within off-street parking facilities. Such fire lanes, including dimensions, width, location, etc., shall be installed as required by the fire code or Kittitas Valley fire and rescue and shall remain in effect throughout the life of the parking facility.

O. *Change in use.* Changes in use to a different land use category shall provide the minimum off-street parking for the new general land use category.

(Ord. No. 4953, § 16, 1-21-2025; Ord. No. 4929, § 8, 11-6-2023; Ord. 4887 § 33, 2022; Ord. 4810 § 2, 2018; Ord. 4807 § 59, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 66. Section 15.570.050 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.570.050 Landscape site design standards.

A. Surface parking lot landscaping.

1. *Purpose.* To minimize potential negative impacts of parking lots on downtown's visual character, pedestrian environment, local water quality conditions, and adjacent uses.
2. *Parking lot perimeters.*
 - a. For parking lots adjacent to public streets, use Type C landscaping at least six feet deep and no less than the minimum applicable building setback (whichever is more).
 - b. For parking lots along internal private roadways in commercial areas, provide a planting strip at least six feet wide with Type C landscaping.
 - c. For parking lots along internal lot lines, use Type A or B landscaping at least ten feet deep. ~~Departures to the landscaping standard will be considered pursuant to ECC 15.210.060 provided the alternative landscaping design meets the purposes of the standards in this section.~~
 - d. Departures to the landscaping standard will be considered pursuant to ECC 15.210.060 provided the alternative landscaping design meets the purposes of the standards in this section.
3. *Internal parking lot landscaping.* All parking lot whose development exceeds 40 spaces shall meet the following standards; parking lots with 40 or fewer spaces are exempt.
 - a. Twenty square feet of planting area utilizing Type C landscaping is required for each parking space. ~~Parking lots containing less than 40 spaces are exempt from this standard;~~
 - b. At least one tree is required for every planting island within a parking lot;
 - c. All parking spaces shall be within 50 feet of a planting island with a tree;
 - d. Planting islands must be at least six feet deep and wide to be used in planting area calculations;
 - e. Wheel stops, curbs or walkways shall be used to protect planting islands from vehicles;

- f. Canopy type trees shall be utilized;
 - g. Rain gardens and swales may be integrated into required planting areas (see section 4 of the public works development standards for related standards); and
 - h. Departures to the landscaping standard will be considered pursuant to ECC 15.210.060 provided the alternative landscaping design meets the purposes of the applicable standards.
- B. *Side/rear yard screening.* See ECC 15.520.020 for applicable standards.
- C. *Foundation planting.* All street-facing elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following standards:
1. The landscaped area must be at least three feet wide;
 2. There must be at least one three-gallon shrub for every three lineal feet of foundation; and
 3. Ground cover plants must fully cover the remainder of the landscaped area.



Figure 15.570.050(C). Foundation plantings would be required along the exposed concrete foundation.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 67. Title 15, Division VII of the Ellensburg City Code is hereby repealed in its entirety.

Section 68. 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 69. 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 70. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of November, 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. 4975 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4975 was published as required by law.

BETH LEADER

LDC Amendments Summary Table

<u>AMENDED SECTION</u>	<u>RATIONALE</u>
15.110.060 Purpose/authority/interpretation	Adds procedures for administrative interpretation required by RCW 36.70B.110(11)
15.130.010 A definitions	Creates consistent definitions for "Accessory dwelling units," "Administrative appeals," "Art, performing arts, or recording studio," "Auto fueling," and "Auto sales"
15.130.030 C definitions	Creates consistent definitions for "Cafe" (replaces "Coffee house, espresso bar" in use table), "Cemetery, columbarium or mausoleum," and "Cottage housing" Newly defines "Co-living housing" to incorporate WA Commerce's model language required by RCW 36.70A.535
15.130.040 D definitions	Revises design review distinction between Major and Minor projects at threshold of 20,000 sf (vs. 15,000 sf existing) consistent with ECC Tables 15.210.050(A),(B) and 15.250.030 as amended, uniform with 20,000 sf between "Retail" and "Office" uses in ECC Table 15.310.040; Creates consistent definitions for "Dry cleaner," and "Single-family dwelling" (latter re. ADUs)
15.130.070 G definitions	Creates consistent definitions for "Golf course" and "Golf driving range"
15.130.110 K definitions	Newly defines "Kitchen" and "Kitchenette" to incorporate WA Commerce's model Co-living Housing language required by RCW 36.70A.535
15.130.120 L definitions	Creates consistent definitions for "Laundromat," and "Light industry"
15.130.130 M definitions	Creates consistent definition "Multifamily"
15.130.160 P definitions	Newly defines "Private parking lot," "Public parking lot" and "Freight truck parking lot" based on recent development proposals; Creates consistent definitions "Personal electric vehicle battery charging station"
15.130.180 R definitions	Creates consistent definitions for "Radio station," and "Restaurant"
15.130.190 S definitions	Newly defines "Sleeping unit" to incorporate WA Commerce's model Co-living Housing terminology required by RCW 36.70A.535
15.130.200 T definitions	Creates consistent definition for "Tavern" (replaces "Bar" in use table)
15.130.210 U definitions	Newly defines "University" to account for higher education land uses; Revises "Usable floor area" to cut accessory buildings from calculation (only used for parking per ECC 15.550.040)
15.210.030 Permit review process types— Defined	Clarifies public hearings for Landmarks decisions; Revises Landmarks appeals to Hearings Examiner (only Type II permit to Council as existing); Provides procedural code references
Table 15.210.040(A) Decision-making and Appeal Process for Permit Review Process Types	Clarifies Landmarks appeals are to Hearings Examiner as revised in ECC 15.210.030, and Type III appeals are to Council or Superior Court (none currently appealable to Examiner)

Table 15.210.040(B) Procedures for Permit Review Process Types	Revises Table Notes for pre-application requirements consistent with ECC 15.220.010 as amended, and review timelines and completeness determinations in conformance with RCW 36.70B.080(1)(d); Revises preliminary short subdivision review to 90 days consistent with ECC 15.260.120(E) as amended, pursuant to RCW 36.70B.020(4)(a) & 58.17.140(1)
Table 15.210.040(C) Notice Requirements for All permit Application Types, Unless Otherwise Stated	Clarifies Notice methods consistent with ECC 15.220 & 15.230, in conformance with RCW 36.70B.110(4), 36.70B.130 and 36.70B.140(1),(2) (many require narrow readings of existing provisions)
Table 15.210.050(A) Projects Under Type I Review Process	Relocates and revises Type I project permits, and updates code references consistent with other Sections as amended
Table 15.210.050(B) Projects Under Type II Review Process	Relocates and revises Type II project permits, clarifies appeal bodies, updates code references, and adds a Table Note consistent with other Sections as amended
Table 15.210.050(C) Projects Under Type III Review Process	Relocates and revises Type III project permits, and updates code references consistent with other Sections as amended
Table 15.210.050(D) Projects Under Type IV Review Process	Relocates and revises Type IV project permits, clarifies appeal bodies, and updates code references consistent with other Sections as amended
15.220.010 Preapplication meeting	Clarifies required pre-application consistent with ECC Table 15.210.040(B), Note 1 as amended
15.220.015 Subsequent preapplication meeting	New section: requires and allows subsequent pre-application meetings in certain circumstances, based on recent project proposals
15.220.040 Public notice of application	Clarifies SEPA comment period pursuant to referenced code section
15.220.050 Notice board requirements	Clarifies minimum public notice board posting duration for SEPA and its appeal periods
15.220.070 Permit processing time limits	Revises Type I permits: 65-day review begins from a determination of completeness (vs. date of submittal as existing) in conformance with RCW 36.70B.080(1)(d)(i); Clarifies timelines for Landmarks decisions, SEPA, and subdivision projects
15.220.080 Public notice of final project permit decision	Incorporates noticed parties and Notice language required by RCW 36.70B.130 and consistent with ECC Table 15.210.040(C) as amended; Clarifies SEPA notice posting
15.230.010 Limitations on the number of hearings	Clarifies appeal applicability to all SEPA determinations
15.230.020 Public notice of open record public hearing	Clarifies applicability to open record appeals and methods of notice consistent with ECC 15.220.040(C) as existing
15.230.025 Public notice of closed record public hearing	New section: clarifies required methods and parties of notice for closed record hearings (requires narrow readings of ECC Chapters 15.220 and 15.230 as existing)
15.230.030 Effective date of decision	Clarifies existing practices (e.g., zoning ordinance adoption effective date)

15.230.040 General description of appeals	Re-formats to clarify existing provisions, consistent with ECC Table 15.210.040(B)
15.230.050 Grounds for administrative appeal	Clarifies applicability to local appeals only
15.230.060 Standing to initiate and administrative appeal	Clarifies appeal eligibility of open record hearing testifiers
15.230.070 Administrative appeal procedures	Clarifies applicability to local appeals only; Incorporates extended appeal window required for certain decisions by RCW 36.70B.110(9)
15.230.080 Open record hearing or open record appeal hearing proceedings	Clarifies hearing and decision applicability; Strikes provision allowing open record appeal bodies to apply additional conditions to a project approval; References applicable permit type decision timelines (vs. 120-day as existing)
15.230.090 Closed record hearing or closed record appeal hearing proceedings	Clarifies hearing and decision applicability; Re-formats to mirror preceding section; Standardizes 10-day decision timeline as all other hearing body decisions (vs. 21-day existing)
15.230.100 Judicial review and growth management review—non-administrative appeals	Clarifies potential for GMHB appeal where applicable
15.250.010 Temporary use permits—Type II review process	Applicant submission: exempts temporary model dwelling and residential sales offices from temporary use permit requirements; Staff amended to establish sideboards, with applicant-suggested revision to terminology here forwarded by the Planning Commission
15.250.030 Design review—Type I or II review process	Revises with new distinction between Major and Minor Design Review permit types consistent with ECC 15.130.040 and Tables 15.210.050(A),(B) as amended
15.260.050 Boundary line adjustment—Review procedures and criteria	Standardizes 65-day timeline consistent with all other Type I permits (vs. 30-day as existing) Extends timeline for recording approved BLAs to 180 days (vs. 10 working days as existing); Allows 10 working days to return copy of recorded survey (vs. 10 calendar days as existing); requires electronic submittal
15.260.060 Preliminary subdivision (long plat)—Review procedures and criteria	Modernizes electronic and paper submittals; Clarifies written findings required for decision
15.260.080 Phasing of subdivision	New maximum 2-year window for submittal of phasing plans; Clarifies project permit types consistent with ECC Tables 15.210.050(B),(D) as amended; Establishes ability to impose additional conditions, clarifies phasing cannot waive preliminary approval requirements/conditions
15.260.100 Final subdivision application review procedures and criteria	Modernizes electronic and paper submittals

15.260.120 Short subdivision—Review procedures and criteria	Clarifies written findings required for decision; Incorporates WSDOT notice requirement of RCW 58.17.155; Clarifies timeline consistent with ECC Table 15.210.040(B), Note 2 as amended and in conformance with RCW 36.70B.020(4)(a) & 58.17.140(1); Reincorporates provisions and formatting of Ord. 4953 lost in codification of Ord. 4955
15.260.160 Short subdivision requirements for further division	Re-formats to clarify eligibility and standard of review, in conformance with RCW 58.17.060(1)
15.260.180 Binding site plan review and criteria	Applicant submission: revises standards to permit creation binding site plan parcels retroactively from existing PUD developments; Staff amended proposal to establish local sideboards, and incorporate eligibility requirements of RCW 58.17.035 and 58.17.040 (in zones that permit multifamily)
15.280.090 Ellensburg landmarks register	Revises to standardize 15 working day hearing scheduling timeline from date of completeness; Standardizes to Type II 100-day decision timeline consistent with ECC Table 15.210.040(B), and 10 working day from hearing decision timeline as for all other hearings; Standardizes Notice methods and parties with code reference
15.280.100 Review to changes to landmarks register properties	Revises to standardize 15 working day hearing scheduling timeline from date of completeness; Standardizes to Type II 100-day decision timeline consistent with ECC Table 15.210.040(B), and 10 working day from hearing decision timeline as for all other hearings; References appeals
15.280.110 Application for demolition permit; demolition review standards	Revises to standardize 15 working day hearing scheduling timeline from date of completeness; Standardizes to Type II 100-day decision timeline consistent with ECC Table 15.210.040(B), and 10 working day from hearing decision timeline as for all other hearings; Standardizes Notice methods and parties with code reference
15.280.130 Special valuation for historic properties	Adds reference to eligible administrative appeals code sections
15.285 MURALS	Relocates entire Chapter previously codified in 15.720; Previous 15.720.030(D)(5) was struck, to permit murals on faces of buildings immediately adjacent to a street
Table 15.310.040-1 Residential Uses	New “-1” for specific Table identification; “Co-living housing” incorporates use required by RCW 36.70A.535 at same zoned use permissions of “Multifamily” (no more restrictive);
Table 15.310.040-2 Nonresidential Uses	New “-2” for specific Table identification; New zoned permissions for “Private parking lot” and “Freight truck parking lot” as amended by Planning Commission (accounts for recent proposals);

	Revised permissions for “Heavy services” (prohibited downtown), “Radio station” (prohibited R-L), “Offices 2,000-20,000 sf” (prohibited R-S & R-L), “Miniwarehouse facilities” [storage units] (prohibited R-M & I-H; now Conditional and only in I-L), “Hazardous waste treatment (on-site)” (prohibited downtown), and “Tow vehicle storage area” (revised from Permitted to Conditional I-L); Table Note 5 revised and applied to certain uses in some residential zones, and Note 11 added and applied to certain uses in some residential zones (requires uses to be on a corner lot)
Table 15.310.040-3 Special Uses	New “-3” for specific Table identification; New zoned permissions for “University” and “Public parking lot”; Revised permissions for “Golf course” (prohibited in R-S, Permitted only P-R), “Golf driving range” (prohibited R-S, newly Conditional RC-MU) and “Recreational vehicle parks” (revised from Permitted to Conditional C-H, newly Accessory in P-R); Table Note 13 added, applied to “Recreation small-scale indoor commercial” in R-S, R-L & R-M
Table 15.320.030 Building Setback and Intensity Standards Table—Residential Zones	Revises side yard setback measurement and Table Note 11 re. calculation in R-S, R-L & R-H, and reduces R-M side setback to 5-ft regardless of lot size, for flexibility; Adds Table Note 12 re. Co-living House density required by RCW 36.70A.535, applied to R-S & R-L (only zones with maximum density); Clarifies applicability of Table Note 9 to townhouse interior side setback
Table 15.320.045 Building Setback and Intensity Standards Table—Mixed-Use Zones	Revises side yard setback measurement and Table Note 9 re. calculation in R-O, for flexibility
15.320.060 Height exception	References existing exceptions in ECC 3.12.240(C), 15.340.060, 15.340.070 and 15.395
15.320.070 Setback measurements	Relocates previous ECC 15.320.100(A),(B), re-formatted without amendment
15.320.080 Permitted projections into yards	Technical revisions: Newly requires minimum 5-foot separation from side or rear property lines; Standardizes permitted eave to 2.5-feet (vs. 3-ft front/rear and 2-ft side as existing); Clarifies structure types permitted in yards; Re-formats subsection G alignment
15.320.100 Administrative variances for setbacks and heights	Re-formatted following relocation of subsection A and B to 15.320.070(F), without amendment
15.340.020 Home occupations	Strikes annual written notification requirement
15.390.040 Master site plans for regional retail commercial projects—Special review process	Clarifies SEPA only required if applicable; Standardizes timeline consistent with all other Type IV permits consistent with ECC Table 15.210.050(D) as amended, in conformance with RCW 36.70B.110(4)
15.420.050 Lot design	Permits eaves up to 2.5-feet consistent with ECC 15.320.080(B) as amended;

	Clarifies easement required for encroaching eaves of permitted zero lot line dwellings
15.500.010 Applicability and compliance	Clarifies Co-living housing follows multifamily design standards (no more restrictive) required by RCW 36.70A.535
15.520.030 Open space for nonresidential and multifamily uses	Allows required open space to be occupied by Co-living housing shared amenity spaces
15.520.040 Internal pedestrian access and design	Reincorporates Figure 15.520.040(D) struck in previous amendments (clarifies standard)
15.520.070 Parking lot design	Re-formats alignment to clarify applicability of existing standards
15.540.040 Accessory dwelling unit design standards (ADU)	Revises for consistent definition (“principal unit”); Clarifies project eligibility; Creates standard of review for ADU structural projections
15.540.040 Computation of required off-street parking spaces	Table amendments: Strike references that limit tandem parking to certain uses in conformance with RCW 36.70A.622(1)(c) and consistent with Note J (permitted for all dwellings); Clarifies space requirement for 2 nd ADU only Consolidates dwelling line items for clarity; Incorporates Co-living housing parking maximum required by RCW 36.70A.535; Clarifies C-C zone residential parking requirements; Re-formats to clarify applicability of existing standards
15.570.050 Landscape site design standards	Re-formats to clarify applicability of existing standards
Title 15, Division VII	Strikes entirety of vestigial Division upon relocation of Chapter 15.720 to 15.285



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2025-31 to Approve Fiscal Year 2025 Bad Debt Write-Offs (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to adopt Resolution 2025-31 writing off uncollectible delinquent accounts totaling \$58,517.43.

Background/Summary:

The proposed resolution authorizes the write-off of uncollectible utility accounts, parking citations, and library accounts for fiscal year 2025. Annually, Council considers write-off accounts deemed uncollectible.

The City contracts with Merchants Credit Association (MCA) for collection services. MCA has determined that the accounts included (except for the Library accounts under \$100) are uncollectible due to the statute of limitations or bankruptcy.

The Library uses Unique as their collection agency. The Library considers accounts with outstanding amounts under \$100 uncollectible for patrons who have not been responsive to Unique's collection attempts and have not used their library card in the past two (2) years. The Library sends amounts over \$100 to MCA prior to writing them off. Currently, there are no write-off amounts for Library accounts with balances over \$100 that have been deemed uncollectible by MCA.

Previous Council Action:

None

Analysis:

The amounts to be considered for 2025 are as follows:

- Utility Accounts - \$44,869.47
- Miscellaneous Invoices - \$281.51
- Parking Citations - \$11,100.00
 - citations - \$5,975.00
 - related penalties - \$5,125.00
- Library Accounts (under \$100) - \$2,266.45
 - lost items - \$1,926.45
 - fines/fees - \$340.00

The table below shows the write-off history for the current year and the previous five years:

	2020	2021	2022	2023	2024	2025
Utility Accounts	\$60,376.36	\$59,040.49	\$36,550.64	\$51,840.56	\$62,224.63	\$44,869.47
Misc. Invoices	1,702.83	1,785.68	6,687.48	0	296.35	281.51
Parking Citations						
Citations	1,585.00	1,140.00	2,345.00	2,785.00	2,820.00	5,975.00
Penalties	1,020.47	1,025.00	2,064.50	2,575.00	2,175.00	5,125.00
Library Accounts	2,746.70	5,980.94	6,518.87	3,853.28	3,590.19	2,266.45
Total Write-Offs	\$47,431.36	\$68,972.21	\$54,166.49	\$61,053.84	\$71,106.17	\$58,517.43

Financial Impact:

These accounts have been deemed uncollectible. Writing off the uncollectible balances will reduce revenues not yet recorded by \$58,517.43. The City continues to maintain accounts receivable data, monitor delinquent accounts, and follow City policy for collection of past due amounts.

Budget Adjustment: No

Attachments:

1. Resolution 2025-31

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON providing for the write-off of 2025 utility billings, parking citations, and library accounts.

WHEREAS, utility, miscellaneous invoices, parking citations, and library account billings are presently outstanding; and

WHEREAS, these outstanding billings are deemed to be uncollectible and need to be removed from the City's accounts receivable files;

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

Section 1. The utility receivable amounts are as follows and are hereby written off:

Gas	\$3,079.82
Electric	\$44,869.47
Water	\$3,299.46
Sewer	\$2,905.92
Stormwater	\$2,758.45
Total	\$44,869.47

Section 2. Miscellaneous Invoices in the amount of \$281.51 are hereby written off.

Section 3. Parking citations and related penalties in the amount of \$11,100.00 are hereby written off.

Section 4. Library accounts in the amount of \$2,266.45 are hereby written off.

ADOPTED by the City Council of the City of Ellensburg this 17th day of November 2025.

Mayor

Attest:

City Clerk



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ellensburg Poet Laureate 2026-2028 (Public Comment Opportunity)
Submitted by: Kelle Vandenberg, Arts & Economic Development Manager
Department: Arts Commission

Suggested Motion/Action:

Move to approve the Arts Commission recommendation of Sarita Dasgupta as the Ellensburg Poet Laureate for the 2026-2028 term and the Poet Laureate contract as presented.

Background/Summary:

In accordance to the Ellensburg Arts Commission Arts Policy, the Arts Commission may select a Poet Laureate to represent the City in an official capacity. The Poet Laureate will be responsible for the promotion and expansion of poetry throughout the community, making poetry more accessible. The Poet Laureate will undertake community-based projects that enhance poetry for all and serve as a literary ambassador for the City of Ellensburg.

Previous Council Action:

Council adopted the Arts Commission Arts Policy via Resolution No. 2019-32 on November 4, 2019, which includes the Poet Laureate program. On April 4, 2022, Ellensburg City Council approved the inaugural Poet Laureate, Marie Marchand, who served in that role through 2024.

Analysis:

The nomination cycle for the City of Ellensburg Poet Laureate opened on July 15, 2025, and closed on September 15, 2025. The Arts Commission received four nominations for the role. The Poet Laureate subcommittee, which included three serving Art Commissioners and a City of Ellensburg staff member, reviewed each of the nominations packets that included a nomination form, letter of intent to serve, and eight to ten pages showcasing examples of their work. The subcommittee interviewed all four nominees on October 13, 2025, and based on those interviews, made their recommendation to City Council for final approval.

Financial Impact:

There is no financial impact. Based on the subcommittee's recommended nominee, the role of Poet Laureate will be an honorary role for the 2026-2028 term. The nominee has agreed to accept and serve in the role as Poet Laureate without a stipend.

Budget Adjustment: No

Attachments:

1. CV -Sarita Dasgupta_Redacted
2. 2026-2028 PL Contract-unsigned
3. Sarita Dasgupta Nomination Binder1_Redacted

CURRICULUM VITAE

NAME: Sarita Dasgupta

DATE OF BIRTH: [REDACTED]

ADDRESS: [REDACTED]

MOBILE: + [REDACTED]

E-MAIL: [REDACTED]

EDUCATION:

I.C.S.E. (INDIAN COUNCIL FOR SECONDARY EDUCATION – GRADE 10): Loreto Convent, Shillong, India (1ST Division)

HIGHER SECONDARY (GRADE 12): Loreto College, Darjeeling, India (1ST Division)

B.A. (Bachelor of Arts – English Major): St Mary's College, Shillong, India (Subject Rank: 1st Class 1st, University Rank: 2nd)

B.Ed. (Bachelor of Education): Indira Gandhi National Open University, India (1st Division)

Post Graduate Diploma: Advertising & Public Relations: South Delhi Polytechnic for Women, India (1st Division)

ADDITIONAL:

(i) Received top grades in Grammar and Writing in the 'National Test on English' conducted by CIEFL, (Central Institute of English & Foreign Languages) Hyderabad, India

(ii) Attended Workshops in (a) Editorial Training (Orient Blackswan Pvt Ltd, Hyderabad, India)

(b) Effective Teaching of English (c) Communication Skills

PREVIOUS OCCUPATION:

(a) Editor of 'The WM Times', The bi-annual house journal (corporate magazine) of Mcleod Russel, the tea division of the multinational Williamson Magor Group of Companies (2007–2018)

<https://www.mcleodrussel.com/wm-times.aspx>

(b) Freelance editor for Orient Blackswan (Pvt) Ltd, India (publishing house) & Naevus Editing Services

(c) English Teacher – Elementary & Middle School – Delhi Public School, Digboi, Assam, India

(d) Examiner (India & Asia Panel) - Graded Examinations in Spoken English (GESE) for Trinity College London

(e) Resource Person & Workshop Conductor for Macmillan Publishing (Communication Skills; English Language Teaching) and The Creative Arts Academy, Kolkata, India (Creative Writing – Poetry & Prose)

(f) PR & Front Office at Hotel Hindustan International, Kolkata

(g) Trainee Copywriter at Continental Advertising, Kolkata

PRESENT OCCUPATION:

A. Library Assistant (Circulation) – Ellensburg Public Library

B. AUTHOR

(i) **‘Seeds Of Fate’** – A collection of short stories published In March 2025 by Gekker Publishing
[THE REFERENCE DESK: What’s new at the Ellensburg Library? | Ellensburg | dailyrecordnews.com](#)

(ii) **‘Feathered Friends’** – A collection of short stories for children, published by India Book Distributors under their imprint ‘Amazing Reads’ in May 2016

<http://www.amazingreads.in/book/feathered-friends/>

<http://seppanauthors.org/index.php/sarita-dasgupta/>

(iii) **‘Rainbow Reader’** - a series of English Literature & Language text and work books which have been the prescribed books for Grades 1 to 4 in all schools under the **Meghalaya Board of School Education** since the academic year 2018-19. The books contain original stories, rhymes and poems as well as original Comprehension, Grammar and Vocabulary Exercises.

<http://seppanauthors.org/index.php/sarita-dasgupta/>

(iv) **‘Tree Of Knowledge’** - a series of English Literature & Language text and work books currently under publication in India. These contain original stories, rhymes and poems as well as original Comprehension, Grammar and Vocabulary exercises.

C. POET

(i) Chapbook of original poems entitled ‘Outpourings’ was published by D Press in 2023

[Sarita Dasgupta Outpourings.pdf](#)

(ii) Compose and recite original poems at local community events such as the ‘Poetry Extravaganza’ in March 2023; Walking Poetry events; poetry competitions, as well as First Thursday poetry events hosted by ‘Poetry in Ellensburg’ (P.I.E)

(iii) Turned two original poems into songs with original scores.

(a) ‘Reminders of You’ is available on YouTube.

[Sarita Dasgupta - YouTube](#)

(b) ‘Zephyr’ is being arranged into a choral piece.

(iv) Compose original poetry for different age groups in text books for Grades 1 through 8.

D. PLAYWRIGHT

Write and direct adapted scripts and original scripts/lyrics for plays and musicals. Original plays include:

(i) ‘Our Rights – Our Might!’ based on ten international Human Rights as applied to children

(ii) ‘A Whole New World’ about Animal Rights and the importance of preserving the environment

E. WRITER

(i) Write stories/poems on my own Substack account

[Sarita Scribbles | Sarita Dasgupta | Substack](#)

(ii) Write articles/poems for my designated page on 'Koi-Hai'

<http://www.koi-hai.com/Default.aspx?id=657430>

(iii) Contribute stories and articles to the blogspot 'Indian Chai Stories'

<https://teastorytellers.blogspot.com/search/label/Sarita%20Dasgupta>

(iv) Contributed articles to the CWU student newspaper The Observer

[Sarita Dasgupta – The Observer](#)

(v) Script & conduct conversations/webinars with Conservation experts and eminent authors

<https://www.youtube.com/watch?v=82d30HJCN4s>

<https://www.youtube.com/watch?v=dLf5FKNc MI>

https://www.youtube.com/watch?v=l3rqlj_1vdE

<https://www.youtube.com/watch?v=GrCdL9DJnNQ>

<https://www.youtube.com/watch?v=GwsvFDpzGM8>

<https://www.youtube.com/watch?v=8EJmKzluDMw>

VOLUNTEER WORK/COMMUNITY ACTIVITIES

(i) Ellensburg Community Radio (ECR): Read original children's stories on the program 'Read Along With Grammy'

(ii) Midweek Musings: Co-founded this monthly literary meeting with Cory Eberhart in June 2023. Co-host the meeting with Cory at Bailey's Bibliomania on the third Wednesday of every month.

(iii) Gilmour Memorial Library, Kittitas: Work with the Librarian and 'Friends of the Library' during Community events

(iv) Donate original handcrafted jewelry/art for fundraisers of local organizations: eg Gallery One; Make Music Ellensburg

(v) Volunteer at the **Frontier Village Schoolhouse** at the Kittitas County Fair and at the **Ellensburg Music Festival** every year

(vi) Northwest Expressive Arts Responses (NEAR): Served on the Board of Directors of this non-profit organization as Chairperson from 2023 to 2024

HOBBIES:

(i) Reading

(ii) Designing and making Costume Jewelry

(iii) Photography

(iv) Singing (member of the **Valley Voices** community choir, Ellensburg since 2023, **Vox Humana** choir in 2024, and guest singer with local band **Ruby Street**)

(v) Sports (play tennis, badminton, table tennis, basketball, cricket and soccer)



**HONORARY APPOINTMENT OF _____ AS
ELLENSBURG POET LAUREATE**

Congratulations! The Ellensburg Arts Commission is happy to announce your honorary appointment as the 2026-2028 City of Ellensburg Poet Laureate. The details of this volunteer appointment are set forth below.

This honorary Agreement, dated _____, 2025, is entered into between the City of Ellensburg ("City"), a Washington municipal corporation, and _____ ("Poet Laureate").

WHEREAS, the Ellensburg Arts Commission supports artists, creators, innovators, and organizations throughout the community to create and enrich the arts and drive economic development of the creative sector in Ellensburg; and

WHEREAS, the purpose of this honorary Agreement is to set forth the details regarding the Poet Laureate activities and expenditures designed to provide public benefit to the citizens of the City of Ellensburg through the arts;

WHEREAS, the 2026-2028 Poet Laureate role is an uncompensated honorary to be served as a volunteer appointment, unrelated and unconnected to Poet Laureate's separate role and duties as a City employee;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the Poet Laureate mutually agree as follows:

Section 1. Scope of Work.

A. Poet Laureate, as a volunteer, shall provide the Art Commission an outline of intended programming for the Poet Laureate for the 2026-2028 tenure and is attached hereto as "Exhibit A" and incorporated as part of this Agreement.

B. Poet Laureate, as a volunteer, shall provide the Ellensburg Arts Commission opportunities and/or projects that are community based; promote poetry and the Poet Laureate position; undertake projects throughout the Ellensburg community to make poetry more accessible to people in their everyday lives; participate in the selection of the succeeding Poet Laureate and guide the transition into the role at the discretion of the Ellensburg Arts Commission; prepare a written report of activities every six months or upon request of City Council or Ellensburg Arts Commission.

C. Poet Laureate agrees to maintain books, records and documents using accounting procedures which accurately reflect all expenditures specific to supplies necessary to fulfill the Poet Laureate program noted in Exhibit A. The City may examine Poet Laureate's books and records to verify the accuracy of same. All receipts will be submitted to Arts Commission staff liaison for reimbursement.

D. Poet Laureate agrees no Poet Laureate activities may take place during scheduled working hours as a City employee, unless PTO is utilized from City employment, with supervisor approval.

E. Poet Laureate may utilize Arts Commission staff liaison and facilities for supply needs such as, copies, marketing collateral, and general information etc. The City Library facilities or resources may not be used for Poet Laureate activities, except if tracked and submitted for reimbursement under the appropriate GL code through the Arts Commission budget, and PTO is taken from City employment, with supervisor approval.

Section 2. Term; termination.

A. Poet Laureate shall commence and complete the project beginning on or after January 1, 2026, and ending on or before December 31, 2028, with review of on an annual basis during the contract term. As a voluntary role, we recognize that situations may change, and this agreement is valid solely at the consent of the Poet Laureate.

B. The City may, at its sole convenience and with thirty (30) days' written notice thereof to Poet Laureate, terminate this Agreement as to all or any portion of the project not then performed, whether Poet Laureate is in breach or default. In the event the City terminates the project of the Poet Laureate shall, except as otherwise directed by the City, immediately stop performance of the project to the extent specified in such notice.

Section 3. Payment.

A. The Poet Laureate 2026-2028 position is an uncompensated volunteer appointment, that is unconnected and unrelated to the selected individual's employment with the City but will provide an artistic opportunity and non-monetary support from the City. Poet Laureate understands the services provided will be a donation and under no circumstances will expect wages, salary, or benefits from the City for the services provided under this volunteer Agreement.

B. However, notwithstanding the previous sentence, the City agrees to pay Poet Laureate a sum to exceed a total amount of One Thousand, Five Hundred dollars and 00/100 (\$1,500.00) as reimbursement for the cost of supplies and/or expenses related to Poet Laureate activities and incurred by Poet Laureate as a result of this Agreement.

C. Payment will be made on a reimbursement basis. Receipts for the project, accompanied by the Expenses Form, are submitted to the City through the City Arts Commission staff designee, at the City of Ellensburg Community Development Office, 501 N Anderson, Ellensburg, WA 98926. **No receipts dated prior to January 1, 2025, will be reimbursed.**

Section 4. Poet Laureate's Representations and Warranties.

The Poet Laureate represents and warrants that: The Project Work produced pursuant to this volunteer Agreement is and will be solely the result of the artistic effort of the Poet Laureate; except as otherwise disclosed in writing to the City, the Program Work is unique, original, will be and will remain an edition of one, and does not infringe upon any copyright or the rights of any person; the Program Work has not been accepted for sale elsewhere; the Poet Laureate has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Project Work or any element thereof or any copyright related thereto, which may affect or impair the rights granted pursuant to the Agreement; the Project Work will be free and clear of any liens from any source whatsoever; all Project Work created or performed by the Poet Laureate under the Agreement, whether created by the Poet Laureate alone or in collaboration with others, must be wholly original with the Poet Laureate and will not infringe upon or violate the rights of any third party; the Poet Laureate has the full power to enter into and perform the Agreement, and to make the grant of rights contained in the Agreement; and all services performed hereunder will be performed in accordance with all applicable laws, regulations, rules, ordinances, and the like, and with all necessary care, skill, and diligence.

Section 5. Additional Provisions.

A. Ownership of Documents. Copies of designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated, or prepared exclusively for the City pursuant to the Agreement will become the property of the City. The Poet Laureate must deliver such documents to the City whenever reasonably requested to do so by the City.

B. Use by the City. The Poet Laureate agrees that the City may use the documents and materials submitted by the Poet Laureate for purposes related to the development, review, and approval of the work.

C. Copyright Ownership. The Poet Laureate retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole artist and author of the work for the duration of the copyright, subject to the limitations herein. The Poet Laureate must, at the Poet Laureate's expense, cause to be registered with the United States Register of Copyrights, a registered copyright of the Project Work in the Poet Laureate's name.

D. Reproduction Rights. In view of the intention that the Project Work will be unique, and created for the City, the Poet Laureate must not make any duplicate

reproductions of the Project Work, nor may the Poet Laureate grant permission to others, unless Poet Laureate receives written permission from the City to do so. However, nothing herein prevents the Poet Laureate from creating other work in the Poet Laureate's manner and style of artistic expression.

E. City's License to Reproduce. The Poet Laureate grants the City a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce the Project Work for all noncommercial City educational, public relations, tourism and arts promotional purposes including, but not limited to, displaying the Project Work, reprinting the Project Work, lending the Project Work, reproducing or preparing photographs, other two-dimensional reproductions, or digital reproductions of the Project Work, and displaying, distributing, transmitting such reproductions or images to the general public by any available means. Such reproductions and transmissions may include magazines, books, newspapers, journals, brochures and pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints and electronic media, DVD, CD, computerized retrieval systems, and all means or methods now known or hereafter invented in connection with City activities. As limited by the terms described in this licensing paragraph, City may authorize others to reproduce the Project Work through separate licensing agreements that duly authorize such reproduction. Any such authorized reproduction by the City or others under its control will credit the Poet Laureate. The license granted to City through this licensing paragraph will last in perpetuity beyond termination of the Agreement.

F. City Approval for Publicity. The Poet Laureate must not, during the performance of the Agreement, disseminate publicity or news releases in any way related to the Agreement without prior written approval of the City.

G. Intellectual Property Warranty and Indemnification. The Poet Laureate represents and warrants that any materials or deliverables, including the Project Work proposal and artwork, provided under the Agreement are original, not encumbered and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain. If the Project Work provided hereunder becomes the subject of a claim, suit, or allegation of copyright, trademark or patent infringement, the City will have the right, in its sole discretion, to require Poet Laureate to produce, at Poet Laureate's own expense, new Project Work as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Poet Laureate further agrees to indemnify and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, actions, costs, judgments, or damages of any type alleging or threatening that any Project Work proposals, materials, deliverables, supplies, equipment, services, or Project Work provided under the Agreement infringe the copyright, trademark, patent, intellectual property, or other proprietary rights of any third party (Third-Party Claims of Infringement). If a Third-Party Claim of Infringement is threatened or made before the Poet Laureate receives any reimbursement payment under the Agreement, the City is entitled to withhold some or all of such payment.

6. Miscellaneous.

A. Poet Laureate shall indemnify, defend and hold harmless the City of Ellensburg, and its officers, agents and employees from and against any and all claims, actions, suits at law or equity, liability, loss, costs, expenses or damages of any nature or kind whatsoever (including but not limited to reasonable attorney fees and litigation costs), brought against the City of Ellensburg, its officers, agents and /or employees, arising out of, or in connection with, or incident to, the execution of this agreement and/or the performance of failure to perform any aspect of this agreement, except for any claims arising from the sole negligence of the City of Ellensburg, its officers, agents or employees.

B. In the event the Poet Laureate fails to complete the Project Work as set forth in Exhibit A by December 31, 2028, the Poet Laureate is obligated and hereby agrees to repay to the City all monies paid for such project components not yet rendered by the Poet Laureate as of December 31, 2028.

C. Neither the Poet Laureate, nor any agent, employee or representative of Poet Laureate shall be deemed to be an agent, employee, or representative of the City for any purpose. In her performance of services hereunder, Poet Laureate is an volunteer independent contractor with the authority to control and direct the performance of the details of the project.

D. Upon the City's request, Poet Laureate shall procure and maintain for the duration of this Agreement, liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with Poet Laureate's project in such amounts and coverages as shall be requested by the City and shall provide proof of such insurance to the City Clerk.

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

F. Poet Laureate, in its performance of this agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

G. This agreement is the complete expression of the terms herein and any oral representations or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

H. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

_____, Poet Laureate

By: _____

Print name: _____

Title: Poet Laureate

THE CITY OF ELLENSBURG

By: _____
Heidi Behrends Cerniwey, City Manager

Approved as to form:

Chris Horner, City Attorney



Friday, August 8, 2025

City of Ellensburg Poet Laureate Nomination Form

Please fill out this form to nominate a candidate for the position of the City of Ellensburg's Poet Laureate.

Nominee's Full Name

Sarita Dasgupta

Nominee's Contact Email

[REDACTED]

Phone Number

[REDACTED]

Tell us about the nominee's experience as a poet that would lend itself to the position of Poet Laureate.

Sarita is a well-known member of the Ellensburg poetry and literary community with a long history of published poetry, prose and professional writing. She has contributed to poetry readings and events since her arrival in Ellensburg three years ago.

Is the nominee willing to serve in the role as the City of Ellensburg's Poet Laureate? (yes/no) Yes

Reasons for Nomination

Sarita has shown herself to be an energetic and motivated advocate for poetry in her short time in Ellensburg. She was interviewed on NPR in 2023 for her focus on the importance of women and women writers throughout history. I also know her to have the temperament and the skills to be a strong and leading presence in the role of Ellensburg's Poet Laureate.

Nominator's Full Name

Alex Eyre

Nominator's Contact Email

[REDACTED]

Nominee Agreement to Serve Letter or Email



Dasgupta acceptance.docx

Sarita Dasgupta Poet Laureate nomination acceptanc

August 8, 2025

Good afternoon, Alex,

I'm truly honored to be nominated for the position of Poet Laureate.

Thank you for believing in me and for taking the time to put my name forward. I would be happy to accept the position if selected and do my best to fulfill all the responsibilities and duties that go with it.

My cellphone number is [REDACTED]

Warm regards,

Sarita



Meeting Date: November 17, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Interlocal Agreement Between the City of Ellensburg and Kittitas County for Prosecution Services (Public Comment Opportunity)

Submitted by: Christopher Horner, City Attorney

Department: City Attorney

Suggested Motion/Action:

Move to approve the City Manager's signature on an Interlocal Agreement between the City of Ellensburg and Kittitas County for Prosecution Services (as attached, or in substantially similar form).

Background/Summary:

The City of Ellensburg is generally responsible for prosecuting infractions, misdemeanors, and gross misdemeanors that occur within City limits. Recently, the City has either signed a contract with a law firm, or hired an attorney as an employee to perform this service. Currently, the City's Assistant City Attorney/Prosecution position is vacant, and the City has a short term contract with a law firm to provide prosecution services.

The Kittitas County Prosecutor's Office currently handles felony cases occurring in Kittitas County, including cases occurring within Ellensburg city limits. The Kittitas County Prosecutor's Office also currently handles infractions, misdemeanors, and gross misdemeanors occurring in the unincorporated county, as well as the City of Kittitas.

The Kittitas County Office of Public Defense currently handles the City of Ellensburg's public defense cases (ie, infractions, misdemeanors, gross misdemeanors, and felonies), and Kittitas County also provides Court services (judge, courtroom, probation, etc) to the City.

If this Interlocal Agreement is approved, the Kittitas County Prosecutor's Office will handle all City of Ellensburg prosecution cases (ie, infractions, misdemeanors, gross misdemeanors, and felonies) starting January 1, 2026.

Previous Council Action:

None

Analysis:

There will be benefits and efficiencies gained by transferring City prosecution cases to the County. To begin with, the City currently has a vacancy for Assistant City Attorney/Prosecutor, and the City would also likely need to consider hiring an additional support staff given current workload. However, if this agreement is approved, the City would end its recruitment for the Assistant City Attorney/Prosecutor position, and would not need to

hire additional support staff, as the prosecution caseload would be entirely transferred to Kittitas County. Savings from not filling the existing staff position, and not creating a new support staff position, will be used to partially fund the agreement with Kittitas County. Additional funding for the agreement will come from the 3/10ths fund, as this agreement will also result in an increased level of service and support the City is providing to the community and the Ellensburg Police Department. The Kittitas County Prosecutor's Office is a much larger office, with more attorneys, more support staff, and a well-established victim/witness program. Some of the benefits that Kittitas County will be able to provide are: 24/7 on-call prosecutor services to the Police Department; dedicated victim/witness staff support to crime victims and witnesses; and additional staff coverage/backup when there are staff vacations, illnesses, or other absences.

Finally, the Ellensburg Police Department already has a good working relationship with the Kittitas County Prosecutor's Office for prosecuting felony cases, so the City has confidence in Kittitas County, and looks to build upon that relationship by transferring all prosecution cases to the County.

Financial Impact:

The City's currently adopted 2026 budget has \$240,000 designated for prosecution services, which comes from salary savings from the vacant Assistant City Attorney position, and the rest from 3/10ths criminal justice funding.

The remaining additional funds necessary (approximately \$25,000) are included in the City's mid-biennial budget review supplemental, which is under consideration for first review at this meeting.

Budget Adjustment: Yes

Attachments:

1. ILA KCPAO and City of Ellensburg

INTERLOCAL AGREEMENT
Between THE KITTITAS COUNTY PROSECUTING ATTORNEY'S OFFICE
And CITY OF ELLENSBURG for PROSECUTION SERVICES

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between Kittitas County, a municipal corporation of the State of Washington, through the Kittitas County Prosecuting Attorney's Office, hereinafter referred to as the "KCPAO" and the City of Ellensburg, a Washington Municipal Corporation, hereinafter referred to as the "City" for prosecution services.

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (RCW 39.34), and wish to enter into this Agreement pursuant to the provisions of said Act, which allows public agencies to cooperate on a basis of mutual advantage to provide services and facilities in an optimized manner to address the needs of local communities; and

WHEREAS, RCW 39.34.180 assigns the responsibility for prosecuting, adjudicating, sentencing, and incarcerating adult misdemeanor and gross misdemeanor offenders to the municipality in which the alleged offense occurred; and

WHEREAS, although RCW 39.34.180 does not expressly address infractions, the responsibility for prosecuting and adjudicating infraction cases occurring within the CITY remains with the CITY, which is authorized under RCW 39.34 to contract with another governmental entity to perform these functions;

WHEREAS, RCW 39.34.180 permits a municipality to enter into an agreement with another governmental entity to fulfill its statutory obligations for providing these services; and

WHEREAS, the governing body of each party to this Agreement has approved such party's involvement in the cooperative interlocal activities as described herein; and

WHEREAS, the parties desire to enter into an agreement that allows the KCPO to fulfill the statutory obligations of the City pursuant to RCW 39.34.180, by providing prosecution services for adult misdemeanor and gross misdemeanor offenses, as well as prosecution and adjudication services for infraction cases arising within the CITY; and

WHEREAS, it is mutually beneficial for the parties to enter into this Agreement at this time;

NOW, THEREFORE, KCPAO and the CITY hereby agree as follows:

1. Purpose. The purpose of this Agreement is to have the KCPAO fulfill the CITY's statutory obligations under RCW 39.34.180, as further detailed in this Agreement.
2. Term. This Agreement shall be in full force and effect January 1, 2026, and shall remain in effect until December 31, 2028, unless terminated sooner according to the provisions herein. Upon expiration of the initial term, this Agreement shall automatically renew for successive two-year

periods (beginning on January 1) unless either party provides written notice of its intent not to renew pursuant to the provisions of this Agreement.

3. Scope of Services. The KCPAO shall perform all necessary prosecution services for the CITY as more particularly described and detailed in Attachment “A” incorporated herein by reference.
4. Points of Contact. The parties’ addresses and points of contact for any notices to be delivered under this Agreement are as follows:

KCPAO

Kittitas County Prosecutor’s Office
205 W 5th Ave, Suite 213
Ellensburg, WA 98926

Greg Zempel
Kittitas County Prosecuting Attorney
prosecutor@co.kittitas.wa.us
(509) 962-7520

CITY OF ELLENSBURG

City Hall
501 North Anderson Street
Ellensburg, WA 98926

Christopher Horner
City Attorney
hornerc@ellensburgwa.gov
(509) 962-7259

5. Budget and Payment. The parties agree to a general cost sharing model where the City pays 100% of the cost of a legal assistant/victim witness position; and 85% of the cost of a deputy prosecutor position; and 10% for administrative costs. From January 1, 2026, until December 31, 2026, the CITY shall pay the KCPAO for work performed under this Agreement: \$22,012.67 per month (as detailed in Attachment “B” incorporated herein by reference), payable twice a year, in six month increments. The cost of all infrastructure, administrative support, administrative fees, and services, as well as standard overhead services necessary to comply with established standards, is included in this payment as detailed in Attachment “B.”

The parties agree to meet no later than July 1, 2026, to review the status of the Agreement and to ensure the payment arrangement continues to provide KCPAO with fair and accurate compensation for the cost and value of services provided. In January of 2027, the parties will meet in good faith to negotiate and agree to the monthly payment for the rest of the term of the Agreement. The Ellensburg City Manager and Kittitas County Prosecuting Attorney, in or around both July of 2026 and January of 2027, are authorized to agree, in writing, to minor adjustments to the payment arrangement (not to exceed an aggregate total of \$75,000.00 or 10% of the original payment amount), without further action of their respective legislative authorities, and any such adjustments will become amendments to this Agreement.

6. Budget Adjustments for Renewal Terms. For each renewal term of this Agreement, the parties agree to engage in good faith discussions to review and negotiate the budget and related costs,

with a mutual understanding of the mutual efficiencies and benefits gained by entering into this Agreement.

The KCPAO shall submit a proposed updated budget to the CITY by May 31 of the year preceding the expiration of the current term to allow for budgeting purposes. Any changes to the budget for the renewal term must be mutually agreed upon in writing before the renewal becomes effective.

7. Administration. For the purposes of RCW 39.34.030(4)(a), the points of contact as listed in section 4. above shall be the administrators of this Agreement. No separate legal or administrative entity is created by this Agreement. No joint budget or financing method is created by this Agreement; each party will manage its own financing and budgeting processes hereunder. This Agreement will be posted online or filed with the county auditor as required by RCW 39.34.040.
8. Termination. Either party may terminate this Agreement by providing written notice at least one-hundred and twenty (120) days prior to the end of the then-current term. KCPO shall continue to prosecute CITY cases that were charged and/or filed prior to the termination date, but the CITY agrees to assume responsibility for the prosecution of all other CITY cases pending as of the termination date. Before the final day of the Agreement, KCPO shall coordinate with the CITY on transferring active cases back to the CITY.
9. Modification. The parties may modify the terms of this Agreement, including but not limited to provision of additional services, through one or more formal written amendments, signed by both parties.
10. Notices. Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by email. Notices given by a party shall be provided to the other party's point of contact as listed in Section 4. of this Agreement.
11. Insurance. Each party hereto shall at all times during the term of this Agreement maintain insurance coverage (or participate in a local government risk pool) adequate to cover its activities under this Agreement. A certificate of coverage indicating policy coverage shall be provided upon ratification of this agreement and annually thereafter. Any exclusions that may have an impact on services shall be communicated to the other party as soon as they are known.
12. Property. The parties do not anticipate acquiring jointly owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in

the possession of the other party shall be returned to the owner promptly upon completion of each task for which such personal property was utilized.

13. Records. Each party shall preserve and maintain its records regarding this Agreement in accordance with the Washington state records retention requirements. Such records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law. Each party will be responsible for requests for public records made to their respective agency.
14. Indemnification. Should a party receive a claim for damages, demand letter, Summons and Complaint, or other documentation evidencing a threat of litigation or request for monetary compensation, a copy will be forwarded to the other party within ten (10) business days.

Each party will be responsible for its own acts and/or omissions in its performance under this Agreement, and the acts and/or omissions of its employees, agents, officials, and registered volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by its obligations to indemnify, defend and hold harmless the other party. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.

15. Independent Capacity. Each party to this Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party, and shall not be considered for any purpose to be the employees or agents of the other party.
16. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

17. Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a signed writing by the party granting such waiver.
18. Disputes. In the event of a dispute between the parties relating to this Agreement, the parties agree to make a good faith attempt to resolve such dispute informally, prior to the commencement of any legal action or arbitration.
19. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
20. Force Majeure. In the event of a forced delay in performance by a party of its obligations under this Agreement, due to causes beyond that party's reasonable control, including but not limited to natural disasters, epidemics, embargoes, war, insurrection, riots, or strikes, such party's time for performance under this Agreement shall be extended for the period of the forced delay.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	CITY OF ELLENSBURG
BOARD OF COUNTY COMMISSIONERS	
Chair	Signature
Vice-Chair	Printed Name
Commissioner	Title

Date: _____ Attest: _____ Clerk of the Board	Date: _____ Attest: _____ City Clerk
---	---

KITTITAS COUNTY
PROSECUTING ATTORNEY'S OFFICE:

Approved as to form:

Greg Zempel, WSBA #19125
Kittitas County Prosecuting Attorney

Chris Horner, WSBA #42152
Ellensburg City Attorney

ATTACHMENT A

- A. The KCPAO shall assign a qualified employee to serve as the CITY's primary prosecutor in matters before the Lower Kittitas County District Court. This prosecutor will represent the CITY at all stages of criminal proceedings involving misdemeanors, gross misdemeanors, and contested infraction cases, whether charged under the Revised Code of Washington or the City of Ellensburg Municipal Code. These stages include, but are not limited to, bail hearings, arraignments, pre-trial conferences, motion hearings, bench trials, jury confirmation hearings, jury trials and post-conviction/post-trial motions including direct appeals, Behavioral Health Court, and civil forfeitures related to criminal prosecution cases. Additionally, the KCPAO will represent the CITY at contested infraction hearings pursuant to LIR 3.3(b).
- B. Regarding the investigation and civil prosecution and litigation of code enforcement cases, the parties may enter into a separate legal services agreement that would establish an hourly rate and a process for KCPAO to evaluate civil code enforcement cases submitted by the City to determine whether KCPAO would assume responsibility for handling those matters.
- C. The KCPAO shall represent the CITY in all RALJ appeals before the Kittitas County Superior Court, the Washington State Court of Appeals, and the Washington State Supreme Court. This representation includes preparing and submitting all necessary and timely briefs, as well as appearing at all court hearings related to the appeals.
- D. The KCPAO shall be responsible for providing all necessary legal support services to facilitate the prosecution of the CITY's cases. Such legal support includes administrative assistance as well as victim services in compliance with the requirements of RCW 7.69.
- E. The KCPAO shall be responsible for reviewing cases referred for prosecution by the Ellensburg Police Department. The KCPO will provide timely and appropriate communication with the police department regarding case investigations and ongoing prosecutions. Regular and timely coordination with law enforcement shall be maintained to assist with case development, identify and address police concerns and strategic objectives, prepare officers to testify in evidentiary hearings and trials, and offer feedback to officers and their supervisors concerning charging decisions and case outcomes. The KCPAO shall also regularly communicate with the Police Chief on criminal matters related to police investigations and charging decisions. In addition, the KCPAO shall provide periodic training sessions for the benefit of the police department. The CITY agrees to reimburse the KCPAO for the cost of any training materials provided to the police department.
- F. The KCPAO shall ensure that a prosecutor is available to law enforcement on an on-call basis for after-hours consultation. The on-call prosecutor shall be made available to Ellensburg Police Department officers through emergency dispatch. During regular business hours, prosecutors will be available by contacting the KCPAO office directly.

- G. The KCPAO shall have the sole authority to determine which of its employees will provide prosecution services under this Agreement. In the event that the assigned KCPAO employee has a conflict of interest in a particular case, the KCPAO will arrange for an alternative prosecutor to provide the necessary services. KCPAO will also arrange coverage for the city prosecution services within its employees when needed for schedule conflicts and leave of absences.
- H. The KCPAO agrees to promptly inform the CITY of any issues that may result in liability or have the potential to expose the CITY to legal or financial risk.
- I. In consultation with the Police Chief, KCPO shall maintain reasonable and appropriate data and statistics regarding prosecution and outcomes of CITY cases, and regularly provide such data and statistics to the CITY, for the purposes of transparency, accountability, and law enforcement administration. The parties agree there may be multiple ways to accomplish this, and will collaborate in good faith on a mutually acceptable option, which could include KCPAO providing the police department with a copy of the Judgment and Sentencing document or Order of Dismissal, for each CITY case, such that the police department can develop and maintain its own data and statistics.

ATTACHMENT B

<u>Position</u>	<u>2026 Monthly Wage</u>	<u>2026 Salary</u>	<u>Total Benefits</u>	<u>2026 Total Cost</u>	<u>City %</u>	<u>2026 City Total</u>
Deputy Prosecutor	\$ 9,828.00	\$ 118,920.00	\$ 40,852.00	\$ 159,772.00	85%	\$ 135,806.20
Legal Secretary	5732	\$ 70,071.00	\$ 34,261.00	\$ 104,332.00	100%	\$ 104,332.00
			Total Salary	\$ 264,104.00		\$ 240,138.20
			10% Admin	\$ 26,410.40		\$ 24,013.82
			Total Contract	\$ 290,514.40		\$ 264,152.02



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Arts Commission 2026 Project Grants and Spending Plan
(Public Comment Opportunity)
Submitted by: Kelle Vandenberg, Arts & Economic Development Manager
Department: Arts Commission

Suggested Motion/Action:

1. Move to approve the Arts Commission grant recommendations and authorize the 2026 grant funding awards in the amount of \$22,000.00 for the 2026 Ellensburg Arts Commission Project Grants.
2. Move to approve the 2026 Arts Commission Spending Plan as presented in staff report.

Background/Summary:

The Arts Commission is dedicated to promoting and funding artistic endeavors through the City grant application cycle. The Ellensburg Arts Commission supports artists, creators, innovators, and organizations throughout the community to create and enrich the arts and drive the creative economy in Ellensburg. To further these goals, the EAC solicited and received grant applications to support artist-led projects with a community benefit. Submitted applications were due back to the City by the August 30, 2025, advertised deadline. The Art Commissioners reviewed each proposed project against the eligibility requirements and have recommended awards for Council's consideration.

Previous Council Action:

In 2016, the Ellensburg City Council designated 10% of construction sales tax revenue to community art, with an annual minimum of \$25,000.00 and a maximum of \$50,000.00. Additionally, previous council action to support recommended grant awardees has created an avenue to advance the arts in Ellensburg, contributed to an elevated quality of life, and grown the creative economy in the community.

Analysis:

The selection of projects in the attached report cover a wide array of disciplines and age groups. The Arts Commission reviewed all the submissions and scored them based on artistic merit, public benefit, and the ability to see the project through to completion, with supporting documentation and budgets. The 2026 Arts Commission Project Grant award recommendations represent \$22,000.00 in funding and include projects with an emphasis on artistic youth programming, the exploration of new projects, and projects that celebrate our regional artistic cultural history.

Financial Impact:

The 2026 Project Grants total \$22,000.00, and are included in the Council's proposed 2026

Arts Commission Spending Plan:

Operations	\$20,000.00
Project Grants	\$22,000.00
Creative District	\$ 4,000.00
Public Art	\$ 4,000.00

Budget Adjustment: No

Attachments:

1. 2026 ELLENSBURG ARTS COMMISSION PROJECT GRANTS COUNCIL REPORT



2026 ELLENSBURG ARTS COMMISSION PROJECT GRANTS: Overview

Organization/Indv.	Project	Award	Category
Calliope Arts/dba Ellensburg Shakespeare Project	Shakespeare in Unity Park	\$2,500.00	All ages/historical theatre/outdoor theatre
Central Washington Dance Academy	Peter Pan	\$2,500.00	Youth/dance
CWU Sarah Spurgeon Gallery	Ferrous Exhibition	\$2,500.00	Professional artists
Discovery Lab of Ellensburg	The Wonders of the Shrub Steppe	\$2,500.00	Youth/multi-age/music/theatre
Ellensburg Community Radio	GustFest	\$2,500.00	Music/cultural preservation
Ellensburg Dance Ensemble	2026 Dance Season	\$2,500.00	All ages/dance
Jane Orleman	Totem Renovation	\$1,000.00	Cultural preservation
LHAF dba: Valley Theatre Company	Rising Star Production: Tuck Everlasting	\$2,500.00	Youth/theatre
Make Music Ellensburg	Strum-Along	\$2,500.00	Youth/multi-age/music
Nuwave Gallery	UNIFY: The Art of Coming Together	\$1,000.00	Youth/multi-age art

Ellensburg Arts Commission Grants: Historical Overview

8 YR TOTAL AWARD	\$191,366
TOTAL NUMBER OF AWARDS	109
AVERAGE \$ PER AWARD (8 YR)	\$1,932.99

The numbers above include 2026 grant cycle.

TOTAL AWARDED TO ORGANIZATIONS	\$ 167,133.00
TOTAL AWARDED TO INDIVIDUALS	\$ 24,233.00

The numbers above include 2026 grant cycle.



2026 ELLENSBURG ARTS COMMISSION PROJECT GRANT DETAILED REPORT

Organization/Individual	Project Name	Recommended Funding
Calliope Arts/dba: Ellensburg Shakespeare Project	Shakespeare in Unity Park	\$2,500.00

Project Description: Newly formed Calliope Arts is producing free outdoor performances of one of Shakespeare's classic plays in Unity Park. As demonstrated by our 2025 production, *A Midsummer Night's Dream*, a successful and free production of outdoor Shakespeare brought many people to the park on multiple occasions during the week in the evening. Expanding on the production's success in 2025, Calliope Arts will again produce, teach, and stage classic Shakespeare theatre in downtown Ellensburg at Unity Park. It is an opportunity to enrich not only those who are involved in the production, but for all those who come to the performances and experience Shakespeare in an outdoor theatre as intended. Our auditions are open to everyone 14 years old and older, providing opportunities for intergenerational collaboration. In 2025, we had an exceptionally strong cross-over between CWU students, staff, and faculty with other Ellensburg residents, building community through a shared experience.

Organization/Individual	Project Name	Recommended Funding
Central Washington Dance Academy	Peter Pan	\$2,500.00

Project Description: The project will present a full dance adaptation of Peter Pan. Auditions are open to all dance students from the local community and neighboring areas. Artistic direction is provided by Jane Venezia, with choreography by Cindy Bruns and Taylor Bir. The production is designed to engage the entire Ellensburg community and audience members of all ages. In addition, extending its reach across Kittitas County. Other target audiences will include the cities of Selah, Yakima, and Wenatchee. This event will offer creative opportunities for local dancers and broaden access to the arts within Kittitas County and other towns within a 45 minute to one hour drive to Ellensburg.

Organization/Individual	Project Name	Recommended Funding
CWU Sarah Spurgeon Gallery	Ferrous Exhibition	\$2,500.00

Project Description: Curated by Renee Adams, Ferrous will be a three-week exhibition scheduled to be shown at the Sarah Spurgeon Gallery on the CWU campus January 15 – February 7, 2026, and featuring 15 artists from across the US who transform iron into sculptural works of art. In conjunction with the exhibition, a curator talk will be scheduled at 4pm in CWU's Randall Hall just before the opening on January 15 and a later in-person talk will be held on campus (time and location to be determined) by Lisa Geertsen, one of the founding members of the Society of Inclusive Blacksmiths. Following the talk, a panel of artists from the exhibition will join Lisa on Zoom to answer questions and discuss their work and vision as contemporary artists working in iron.



Organization/Individual	Project Name	Recommended Funding
Discovery Lab of Ellensburg	The Wonders of the Shrub Steppe	\$2,500.00

Project Description: Due in part to a grant from the Ellensburg Arts Commission, we now have a completed musical "The Wonders of the Shrub Steppe" written. In 2026, we would like to procure all the requirements for performance, including backdrops, props, choreography, direction, and production. Our intention is to put the show on live in the Summer of 2026 at Morgan Middle School (with Hal Holmes as a backup). Participation in the show will be open to all community members and at least one show will be pay what you can. The target audience for this project is community members in Ellensburg of all ages. The musical has many parts for children and adults in performance and production. We envision this show being enjoyed by people of all ages. It is entertaining, informative, and helps shed light on some often-overlooked flora and fauna from the Ellensburg region in a fun, fantastical story.

*Note: In 2025, the Discovery Lab completed the writing and composing of the music and of the script, performing in a Readers Theatre style production.

Organization/Individual	Project Name	Recommended Funding
Ellensburg Community Radio	GustFest	\$2,500.00

Project Description: Ellensburg Community Radio stages Gustfest in collaboration with the Kittitas County Historical Society, Inc.(DBA Kittitas County Historical Museum), the Kittitas County Chamber of Commerce, the Ellensburg Downtown Association, Make Music Ellensburg and the city of Ellensburg. The event brings together musicians and artists in a one-day event to celebrate the performing and visual art and unique sound of Ellensburg at the Kittitas Valley Event Center. In its second year, the event drew more than 500 spectators over the course of the day, many from out of the region, and featured eight bands with 26 musicians, almost entirely from Kittitas County. The musicians spanned genres and age ranges, reflecting, and celebrating the history of the local music scene while spotlighting contemporary artists and their work. The event's success enabled organizers to double the pay promised to musicians. The event makes good use of the facilities at KVEC, with space for local vendors inside and outside the buildings. The main stage provides the reliability needed for a June event while allowing traffic to filter outside. Attendees came from across the region, drawing many people with local ties back to the community, creating a reunion feel to the event.

Organization/Individual	Project Name	Recommended Funding
Ellensburg Dance Ensemble	2026 Dance Season	\$2,500.00

Project Description: Ellensburg Dance Ensemble is the region's only nonprofit dance company, dedicated to creating high-quality, original productions that showcase local talent and inspire audiences of all ages. The Studio by EDE serves as our home for dance education, offering classes for children and adults in a variety of styles, from ballet to musical theatre, in an inclusive and welcoming environment.



Ellensburg Dance Ensemble is seeking support for the enchanting 2026 season filled with artistry, storytelling, and the joy of dance. Our year will feature two original ballet productions, each offering audiences a unique blend of timeless literature and EDE's signature choreography.

Spring 2026 – The Little Prince

Winter 2026 – A New Holiday Ballet

Organization/Individual	Project Name	Recommended Funding
Jane Orleman	Totem Renovation	\$1,000.00

Project Description: There are 24 totem poles along on the North side of Dick & Jane's Spot. This is part of a 10' easement granted by the City of Ellensburg to create a tourist walkway so that viewers could safely walk around the Spot and not be in the parking area. Over time (approximately 20 years) these totems have degraded due to natural weathering. Proposed is a project to restoration and/or recreate 6 most degraded totems on the North side of Dick & Jane's Spot.

Organization/Individual	Project Name	Recommended Funding
LHAF dba: Valley Theatre Company	Rising Star Production: Tuck Everlasting	\$2,500.00

Project Description: Valley Theatre Company's (VTC) Rising Stars is a project developed to serve as an expressive and artistic outlet for area youth. VTC gives students an introduction to acting and a foundation of skills they can use in future plays or musicals. Participants gain communication skills, discipline, and the confidence to perform publicly within a safe, nurturing environment—building not only stage presence but a lasting love of theatre. Under the direction of CharRé Burnum, the program also includes a curriculum and workbook with lessons in theatre basics, memorization, character development, puppetry, makeup, improv, and stagecraft. High school drama students also participate behind the scenes, taking on leadership roles and mentoring younger cast members. In Spring 2026, Rising Stars will present Tuck Everlasting, adapted from Natalie Babbitt's beloved novel. Students in grades 3–8 will bring to life the story of Winnie Foster, a curious 10-year-old whose encounter with the Tuck family sparks powerful questions about life, mortality, and choice, and what it truly means to grow up.

Organization/Individual	Project Name	Recommended Funding
Make Music Ellensburg	Strum-Along	\$2,500.00

Project Description: The Ellensburg Strum-Along is a free, drop-in jam session for musicians of all kinds led by a core group of professionals. Strum-Along meets every six to eight weeks, with most sessions multiple ages, for hobby players through experienced performers. We cater to guitar & ukulele, but have regular bass guitarists & vocalists as well as random other instruments join us - violin, percussion, mandolin, banjo, etc. Make Music Ellensburg is always striving to bring people together, across all political, socio-economic, age, cultural, racial, & other divides. We create a safe & welcoming environment for all people to play music together,



which is an incredible way to build stronger communities & happier people.

Organization/Individual	Project Name	Recommended Funding
Nuwave Gallery	UNIFY: The Art of Coming Together	\$1,000.00

Project Description: UNIFY: The Art of Coming Together is a two-month art exhibition and public art initiative held at Nuwave Gallery during March and April 2026. The show will feature collaborative artworks created by pairs or groups of artists—highlighting how creativity can be a bridge between people, experiences, and communities. During Ellensburg’s March and April First Friday Art Walks, the public will be invited to take part in interactive mural-making stations. These community-created murals will be completed with inspiring quotes painted by Erin Oostra and donated to the Ellensburg Downtown Association to be displayed publicly. The project also includes student art takeovers of Nuwave Gallery’s Community Wall, providing a platform for youth to showcase their work in a professional setting.



Meeting Date: November 17, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Council Funded Grant Program – 2026 Grant Awards (Public Comment Opportunity)
Submitted by: Gretchen Delaford, Executive Assistant
Department: City Manager

Suggested Motion/Action:

Consider the award recommendations and authorize the 2026 grant funding awards in the amount of \$22,225.94 for the Community Grants, Parks Partnership, Historic Preservation Grants and \$10,000 for Water Quality Grants.

Background/Summary:

The City Council Subcommittee, Parks and Recreation Commission, Landmarks and Design Commission and Environmental Commission solicited and received grant applications to each of their respective programs by the August 29, 2025, advertised deadline. Each group reviewed the project requests against the eligibility requirements and have recommended awards for Council's consideration.

By resolution, Council set funding limits for each program as follows:

Council Community Grants - .3% of annual sales tax revenue (April 2024-2025) – \$22,225.94

Parks Partnership Program - .3% of annual sales tax revenue (April 2024-2025) – \$22,225.94

Historic Preservation - .3% of annual sales tax revenue (April 2024-2025) – \$22,225.94

Water Quality Grant Program – annual storm water revenue - \$10,000

Previous Council Action:

Council approved Resolution 2018-32 on August 6, 2018, which established the policy for Council-funded grant programs.

Analysis:

Attached is a spreadsheet showing the recommendations for the four programs and a memo from each group/commission making the recommended award. Those receiving awards will be required to enter into an award contract with the City.

Financial Impact:

The 2026 budget includes sufficient funding and spending authority for the four grant programs.

Budget Adjustment: No

Attachments:

1. 2026 Council Funded Grants - Chart of All Awards
2. Memo for CC _Hist Pres Grants 2026
3. 2026 Funding Allocation Recommendation
4. 2026 Funding Allocation Recommendation_WQ Grant
5. 2026 Funding Allocation Recommendation-Community Funded Grants

2026 GRANT PROGRAMS

COMMUNITY GRANTS		
Applicant	Request	Award
CASA	\$5,000.00	\$2,500.00
Discovery Lab of Ellensburg	\$7,500.00	\$2,500.00
Ellensburg Downtown Association (EDA)	\$1,000.00	\$0.00
FISH	\$22,161.67	\$12,975.94
HopeSource	\$2,000.00	\$2,000.00
Kittitas County Friends of Animals (KCFOA)	\$4,500.00	\$2,250.00
Kittitas County Railroad History Association (KCHRA)	\$10,000.00	\$0.00
Mindful Wealth	\$17,000.00	\$0.00
Senior Life Resources Northwest	\$5,000.00	\$0.00
TOTAL	\$74,161.67	\$22,225.94
HISTORIC PRESERVATION		
Applicant	Request	Award
EDE - Collins Building Professional Services	\$18,670.00	\$14,225.94
Sadie Thayer- Historic Resource Inventory	\$10,000.00	\$8,000.00
TOTAL	\$28,670.00	\$22,225.94
PARK PARTNERSHIPS		
Applicant	Request	Award
Ellensburg Area Swim Team	\$4,420.00	\$4,420.00
Ellensburg Pickleball Club	\$9,300.00	\$7,805.94
Kittitas County Railroad History Association	\$10,000.00	\$10,000.00
Kittitas Environmental Education Network	\$4,250.00	\$0.00
Kiwanis Club	\$14,350.00	\$0.00
TOTAL	\$42,320.00	\$22,225.94
WATER QUALITY		
Applicant	Request	Award
Mid-Columbia Fisheries Enhancement Group - Ellensburg Adopt-a-Stream and Backyard Buffer Program	\$10,000.00	\$10,000.00
TOTAL	\$10,000.00	\$10,000.00



**COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St, Ellensburg WA 98926**

MEMO

MEETING DATE: November 17, 2025

TO: City Council

FROM: Chace Pedersen, Associate Planner

RE: **2026 Historic Preservation Grants Program**

RECOMMENDATION:

After careful review of each grant application, the Landmarks and Design Commission agreed upon the following recommendation to Council for the 2026 Historic Preservation Grant program:

<u>Total Available: \$22,225.94</u>	<u>Request</u>	<u>Award Recommendation</u>
Sadie Thayer – Historic Resource Inventory:	\$10,000	\$8,000
EDE – Collins Building Professional Services:	\$18,670	\$14,225.94

BACKGROUND:

At the Landmarks and Design Commission special meeting held on Tuesday, September 30, 2025, two grant proposals were presented by the applicants to the commission for the 2026 Historic Preservation Grant cycle. Commissioners carefully reviewed each application, asked the applicants questions, accepted public comment, and discussed their recommendation. Ultimately, they reached a unanimous agreement to recommend the above listed amounts.

PROPOSALS:

- 1) Grant application received 8/29/25, from Jill Scheffer on behalf of Kim Rivera (Ellensburg Dance Ensemble) and Richard Huie (building owner). The grant request is for funding in support of architectural services to research and design a fire-code compliant secondary entrance for the historic Collins Building. Supplemental documentation was received from the applicant with an increase in funds requested. The applicant requested \$18,670 in total from the City, with no matching funds, plus in-kind applicant staff hours.

- 2) Grant application received on 8/29/25 from Sadie Thayer, Director of the Kittitas County Historical Museum. The applicant requested funds to create a historic resource inventory of 30 residential and commercial properties in Ellensburg designed, altered, or consulted on by award-winning architect Edla Muir (1906–1971). Supplemental documentation was received from the applicant with an increase in funds requested. The applicant requested \$10,000 in total from the City, with an in-kind applicant match of \$10,000.

Memorandum

Date: October 13, 2025

To: Gretchen Delaford, Executive Assistant to the City Manager

From: Brad Case, Parks & Recreation Director

Subject: Park Partnership Grant Awards

Five projects were submitted through the 2026 Park Partnership Program totaling \$42,320.00 in requests, the amount available in the program is \$22,225.94. At the September 10, 2025 Parks & Recreation Commission meeting, the Commission heard the following five project proposals:

- **Ellensburg Pickleball Club (EpiC)** – Funds will be used to refresh pickleball equipment in parks, add functional and beautification features, maintain courts: 1) Crack repair and resurfacing at West Ellensburg Park courts, 2) Install paver patio courtside at West Ellensburg Park courts, 3) Install benches at West Ellensburg Park courts; 4) Install new nets at West Ellensburg Park; 5) Install storage poles; 6) Insulate storage container at West Ellensburg Park. EpiC requested \$9,300.00.
- **Kittitas County Railroad History Association** – Funds would be used to the construct 2,800 linear feet of an out and back loop railroad track. This work represents phase I of a much larger project. The KCRHA requested \$10,000.00.
- **Ellensburg Area Swim Team (EAST)** – EAST is requesting funding to add secure storage shed on the deck of Kittitas Valley Memorial Pool & Fitness Center, purchase 3 pacing clocks, and refurbish the viewing area display case. EAST requested \$4,420.00.
- **Kittitas Environmental Education Network** – Funds will be used to provide support for the KEEN EcoExplorers Club, a new afterschool program designed to provide middle school students with safe, structured, and enriching experience in the outdoors. The club meets every Wednesday, from 1pm-5pm in city park facilities and Helen McCabe Park. Funds will be used to help with staffing and supplies and to cover costs using KEEN's bus for transport to and from city parks. KEEN requested \$4,250.00.
- **Kiwanis Club** – The Kiwanis Club requested funding to remove the old basketball court at Kiwanis Park and replace it with a full-court, asphalt court with

9' hoops. The proposed court would cater to players of all ages and provide a unique basketball experience for our community. The request was for \$14,350.00.

The Commission discussed each project and passed a motion recommending the following funding allocation:

Project	Recommended Funding Amount
Ellensburg Area Swim Team	\$4,420.00
Ellensburg Pickleball Club	\$7,805.94
Kittitas County Railroad History Association	\$10,000.00
KEEN	No funding
Kiwanis Club	No funding

Memorandum

Date: October 17, 2025

To: Gretchen Delaford, Executive Assistant to the City Manager

From: Rebecca Springer, Water Resources Manager – Public Works

Subject: Public Works – Water Quality Grant Award

One project was submitted for the 2026 Water Quality Grant Program, totaling \$10,000.00 in requests. The total amount available for award in 2026 is \$10,000.00. At the October 15, 2025, Environmental Commission meeting, the Commission heard the following project proposal:

- **Mid-Columbia Fisheries (MCF)** – The goal of MCF’s Adopt-a-Stream and Backyard Buffer program is to improve water quality and habitat by engaging the community in protecting and restoring urban streams. MCF requested \$10,000.00 from the City’s Water Quality Grant program to expand the Adopt-a-Stream and Backyard Buffers program, maintain previous plantings along urban streams, and increase the visibility of the City of Ellensburg’s support through incorporation of the City’s logo.
 - Funding will be used to support the following MCF activities in 2026:
 - Coordination of 16 stream cleanups and 2 planting events.
 - Engagement of the community through volunteer recruitment.
 - Disposal of refuse gathered during stream cleanup events.
 - Continuation of riparian planting projects.
 - Provision of stewardship for native plants and management of invasive weeds to increase the success of past riparian enhancement projects.
 - Installation of City of Ellensburg logo stickers on existing signs.
 - Placement of two new Adopt-a-Stream signs with City logos for active groups.

The Commission discussed and scored the project’s water quality benefit based on an updated 2026 scoring rubric provided by Water Resources. The Commission then unanimously passed a motion recommending the following funding allocation:

Project	Recommended Funding Amount
Mid-Columbia Fisheries	\$10,000.00

Memorandum

Date: October 20, 2025

To: Ellensburg City Council

From: Gretchen Delaford, Executive Assistant to the City Manager

Subject: 2026 Community Grant Awards

The Community Grant Subcommittee received nine applications, totaling \$74,161.67 in requested funding for 2026. The amount available in the program is \$22,225.94. The Subcommittee met on September 17, 2025 to review the nine project proposals:

- **Court Advocates for Children (CASA)** – CASA requested funding to bolster its outreach and volunteer recruitment efforts, focusing on engaging Hispanic and Spanish-speaking communities. Goals included the development and implementation of a Volunteer Recruitment Strategy and the creation and distribution of Spanish-language outreach materials. CASA requested \$5,000.
- **Discovery Lab of Ellensburg** – Discovery Lab of Ellensburg requested funding to support the production of “The Wonders of the Shrub Steppe” in July 2026. The production would involve collaboration with multiple local artists and creators and would provide education about the shrub steppe ecosystem and its inhabitants. Discovery Lab of Ellensburg requested \$7,500.
- **Ellensburg Downtown Association (EDA)** – EDA requested funding that would accelerate the completion of a multi-year roofline lighting project in downtown Ellensburg. The goals of the lighting project include improvements to public safety, atmosphere, economic vitality, and community identity. EDA requested \$1,000.
- **FISH** – FISH requested funding that will allow them to provide 5,461 meals to Kittitas County residents through the Community Meals program. The program prioritizes seniors, individuals living below the poverty line, uninsured or underinsured individuals, rural households, and families with children. FISH requested \$22,161.67
- **HopeSource** – HopeSource requested funding for a Youth Recreation Scholarship, which provides financial assistance to youth from low-income families in Ellensburg and throughout Kittitas County. HopeSource collaborates with numerous local activity providers to provide children with a wide variety of recreational experiences. HopeSource requested \$2,000.
- **Kittitas County Friends of Animals (KCFOA)** – KCFOA requested funding to support a Trap-Neuter-Return (TNR) program that would capture, sterilize, and vaccinate at least 40-60 feral cats before returning them to their home territories. The program would focus on approximately 5 feral cat colonies within Ellensburg city limits and would also involve community engagement and education. KCFOA requested \$4,500.

- **Kittitas County Railroad History Association (KCHRA)** – KCHRA requested funding for Phase One of a long-term plan to construct a 1/8th scale riding railroad with historical and educational features in Rotary Park. Grant funds would be used for laying track along the south side of the park. KCHRA requested \$10,000.
- **Mindful Wealth** – Mindful Wealth requested funding to support a Financial Coaching Scholarship Program. The program would allow underserved and marginalized community members to access personalized financial counseling through Mindful Wealth at a reduced rate. Mindful Wealth requested \$17,000.
- **Senior Life Resources Northwest** – Senior Life Resources Northwest requested funding to enhance physical accessibility at their Ellensburg location by paving the existing 1,250 square foot parking lot. This initiative targets accessibility improvements for staff, volunteers, and clients, particularly those with mobility challenges. Senior Life Resources Northwest requested \$5,000.

The Subcommittee submitted the following recommendation for funding allocation:

Applicant	Recommended Award
CASA	\$2,500.00
Discovery Lab of Ellensburg	\$2,500.00
Ellensburg Downtown Association (EDA)	\$0.00
FISH	\$12,975.94
HopeSource	\$2,000.00
Kittitas County Friends of Animals (KCFOA)	\$2,250.00
Kittitas County Railroad History Association (KCHRA)	\$0.00
Mindful Wealth	\$0.00
Senior Life Resources Northwest	\$0.00



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment to the Interlocal Agreement between Kittitas County and the Cities of Ellensburg, Roslyn, and Cle Elum for the Consolidated Lodging Tax Grant Process (Public Comment Opportunity)

Submitted by: Kelle Vandenberg, Arts & Economic Development Manager

Department: Lodging Tax Advisory Committee

Suggested Motion/Action:

Move to authorize the Mayor to sign on behalf of the City of Ellensburg the Amendment to the Interlocal Agreement Between Kittitas County and the Cities of Ellensburg, Roslyn, and Cle Elum for a Consolidated Lodging Tax Grant Process, as attached or in substantially similar form. Approve necessary budget adjustments.

Background/Summary:

The Consolidated Lodging Tax Advisory Committee (CLTAC) was created in 2014 through an interlocal agreement between Kittitas County, and the cities of Ellensburg, Cle Elum, and Roslyn. Each year, the individual municipalities allocate 13% of their prior years' lodging tax collections to the consolidated group. Event applicants to promote tourism are then awarded amounts from the pooled percentage (13%). The County currently provides all administrative support to the Consolidated Lodging Tax. The support includes coordinating and clerking the meetings, managing the applications process, updating the application at the direction of the committee, and preparing all contracts/administering all contracts with awardees. In 2024, support for CLTAC was moved from the Commissioner's Office to the Auditor's Office as part of an FTE downsizing initiative. The County Auditor's Office does not anticipate having the resources to sustain current levels of CLTAC support moving forward.

Previous Council Action:

In 2014, an Interlocal Agreement was established between the Council, Kittitas County, and the cities of Ellensburg, Cle Elum, and Roslyn. The purpose was to allocate 13% of the lodging tax revenue from the previous year to a unified lodging tax committee. These funds were designated for awarding event grants aimed at promoting tourism and economic development.

Analysis:

At the February 25, 2025, meeting of the Consolidated Lodging Tax Committee (CLTAC), a report from Kittitas County Auditor Bryan Elliot was presented to CLTAC for review. Within that report was a recommendation for the participating municipalities to contribute additional funding to support the cost of hiring/maintaining administration support of the consolidated grant process. The cost-sharing expense would be proportional to the total share of revenues.

There have been administrative challenges for the county with the consolidated grant process. Primarily due to the time and task burden it presents to staff, in addition to their other duties. The Ellensburg Lodging Tax Advisory Committee supports the use of lodging tax funds for the administrative support of the consolidated grant cycle, as it will bring consistency and efficiencies to the process to the benefit of all.

Financial Impact:

The proposed amendment to the Interlocal Agreement between Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn would result in approximately an additional \$7,717.00 annually in lodging tax funding for the City of Ellensburg. Additionally, the shift to quarterly invoicing rather than an annual one-time invoice would add additional administrative costs for the City of Ellensburg staff.

Budget Adjustment: Yes

Attachments:

1. County LTAC to Consolidated LTAC SIGNED LETTER
2. Staff Report_CLTAC Admin Support_2.20.25 (002)
3. CLTAC Interlocal -Proposed City of Ellensburg-Final 11.6.2025

Kittitas County Lodging Tax Advisory Committee

205 West 5th – Suite 105
Ellensburg, WA 98926
509-962-7552 Fax 509-962-7687



April 14, 2025

Dear Members of the Consolidated Lodge Tax Advisory Committee,

The County Lodging Tax Advisory Committee appreciates the collaborative efforts made in managing and distributing lodging tax funds through the Consolidated grant application process. We are pleased to confirm our commitment to continuing with this process in 2025 for grant funding allocated for the year 2026. However, we must emphasize that our continued participation in 2026 for the funding year 2027 will be contingent upon adherence to the following requirements by all committee members:

1. Grant Application Review and Format Adjustments

- The grant application shall be reviewed, and any proposed changes to its format or hosting location/medium must be communicated to County staff no later than December of the preceding year.
- County staff will make reasonable efforts to accommodate these requests; however, any requests that exceed the capacity of the County IT Department may be deferred at staff's discretion.

2. Adherence to Grant Scoring Deadlines

- All participants in the Lodging Tax grant process must adhere to the agreed-upon grant scoring deadlines.
- Failure to meet these deadlines will result in the forfeiture of the participant's ability to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process.

3. Review and Discussion of Scoring Consolidation Procedures

- We request a meeting to review and discuss the procedures and format for scoring consolidation to ensure clarity and uniformity among all participants.

4. Administrative Cost Sharing Agreement

- All participating entities agree to share administrative costs in an amount proportional to their overall contribution to the Consolidated Lodging Tax Pool.

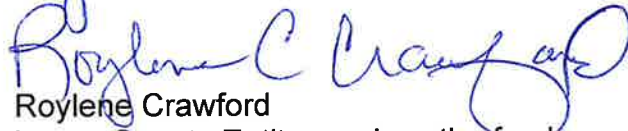
We believe these measures will enhance efficiency, fairness, and accountability within the grant application process. We look forward to continued collaboration with Roslyn, Cle Elum, Ellensburg, and the County Lodging Tax Advisory Committee to ensure the effective use of lodging tax funds.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Laura Osiadacz'.

Laura Osiadacz, Chair, County Commissioner

Jessica Karraker
Lower County Entity that pays into the fund

A handwritten signature in blue ink, appearing to be 'Jessica Karraker'.A handwritten signature in blue ink, appearing to be 'Roylene Crawford'.

Roylene Crawford
Lower County Entity receives the funds

Victor Woodward
Upper County Entity receives the funds

A handwritten signature in blue ink, appearing to be 'Victor Woodward'.

Karen Porter
Upper County Entity that pays into the fund
approved via WebEX

Prepared by:

Bryan Elliott, County Auditor
Lisa Bugni, CLTAC Clerk

Topic:

Future of CLTAC Administrative
Support

Meeting:

February 25th, 2025

Background: The Consolidated Lodging Tax Advisory Committee (CLTAC) was created in 2014 via interlocal agreements between the County, and the City's of Ellensburg, Cle Elum, and Roslyn. Each year municipalities allocate 13% of their prior years lodging tax collections to the consolidated group. Event applicants are then awarded amounts from the pooled 13%. The County provides all administrative support to CLTAC that includes coordinating and clerking the meetings, managing the applications process, updating the application at the direction of the committee, and preparing all contracts/administering all contracts with awardees. In 2024 support for CLTAC was moved from the Commissioner's Office to the Auditor's Office as part of an FTE downsizing initiative. The Auditor's Office does not anticipate having the resources to sustain current levels of CLTAC support moving forward.

Issue: Kittitas County Lodging Tax proposes a re-evaluation of our administrative support model (cost sharing) to include enabling the County to contract with a third party for CLTAC support.

Proposal:

- All municipalities provide cost sharing support for the administrative services provided to CLTAC. Amounts would be assigned as a percentage of total contributions to the pool (see below).
 - Total CLTAC support 2025 Budget:
 - \$36,600 (Salaries Auditor/IT)
 - \$150 Copies/Postage
 - Total \$36,750

Municipality	Pool Contribution	% of Total Pool	Admin Support	New Total
Roslyn	\$4,413.00	1%	\$367.00	\$4,780.00
Cle Elum	\$27,990.00	6%	\$2,205.00	\$30,195.00
Ellensburg	\$97,595.00	21%	\$7,717.00	\$105,312.00
Kittitas County	\$338,676.00	72%	\$26,461.00	\$365,137.00
Total	\$468,674.00	100%	\$36,750.00	\$505,424.00

- CLTAC agrees to amend the interlocal agreement allowing the county to potentially subcontract CLTAC support.

Recommendation & Next Steps: CLTAC provides formal guidance to staff on their position(s) relating to this proposal. County staff completes any needed amendments to the interlocal and brings forward to CLTAC for formal review at the next meeting.

AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY
AND THE CITIES OF ELLENSBURG, ROSLYN, AND CLE ELUM FOR A
CONSOLIDATED LODGING TAX GRANT PROCESS

This Agreement is made and entered into this ____ day of November, 2025, by and between the cities of Ellensburg, Roslyn and Cle Elum Washington municipal corporations (the "Cities" or "City"), and Kittitas County, a political subdivision of the State of Washington (the "County") (collectively, "Municipalities").

WHEREAS, Ch. 67.28 RCW provides for the collection and use of lodging tax revenues by local jurisdictions subject to certain conditions as set forth therein; and

WHEREAS, the four municipalities in Kittitas County collect and distribute lodging taxes for tourism promotion through an application and grant process; and

WHEREAS, the four municipalities in Kittitas County entered into an interlocal Agreement for such application and grant process in 2014, which was amended in 2016, and again in 2018; and

WHEREAS, attached as exhibit A is an updated draft of the entire agreement, so that the 2016, 2018, and proposed 2025 amendments are all reflected in one document, for purposes of clarity and ease of reference;

WHEREAS, each municipality wishes to amend said Interlocal Agreement as provided herein;

NOW, THEREFORE, it is hereby agreed as follows

1. Section 2(A) shall be amended to read as follows:

A. Consolidated Application: The Chairperson of each Lodging Tax Advisory Committee ("LTAC"), or jurisdictional appointees if there is no LTAC, will review existing applications and draft a consolidated application, including instructions for applicants, which will include the pre-activity reporting requirements as set forth in RCW 67.28.1816(2)(a)-(b). The draft consolidated application will be forwarded to each municipality's LTAC (or other appointees if there is no LTAC) for review and comment.

- Any proposed changes to the grant application, such as format or hosting location/medium, must be communicated to the Clerk of the Consolidated Lodging Tax Advisory Committee ("CLTAC") no later than December of the preceding year.
- The CLTAC Clerk will make reasonable efforts to accommodate a municipality's requests; however, any requests that exceed staff capacity may be deferred at the Clerk's discretion.
- The CLATC Clerk shall approve and prepare the final version of the consolidated application based on the feedback from each municipality. After approval, applicants for consolidated lodging tax grants will be required to submit applications to Kittitas County.

2. The paragraph of Section 2(D) labeled “Review, Ranking and Recommendations by LTAC’s” shall be amended to read as follows:

Review, Ranking and Recommendations by LTAC's. The County will compile and distribute all applications to the municipalities for review by each LTAC (or appointee(s) if no LTAC) for review, ranking, and funding recommendation, which will then be processed as follows:

- a. Each municipality’s LTAC (or appointee(s) if no LTAC) will review every application and assign it a rating based upon an agreed scoring system.
- b. Each municipality's LTAC (or appointee(s) if no LTAC) will rank the applications in order by score.
- c. Each municipality’s LTAC (or appointee(s) if no LTAC) will produce a recommended funding level, considering each application in order of rank, and including any additional comments which provide insight into the respective funding decision. If any applications are disqualified, an explanation shall be provided.
- d. The ratings, rankings, and recommendations from each LTAC (or appointee(s) if no LTAC) will be submitted to the LTAC Clerk.
- e. Each municipality’s LTAC (or appointee(s) if there is no LTAC) must adhere to the agreed-upon grant scoring methodology and meet deadlines for submission.
- f. The CLTAC Clerk will provide at least two weeks’ notice, via email, of any deadline(s) to all municipalities, and each CLTAC member.
- g. If a municipality’s LTAC (or appointee(s) if there is no LTAC) does not adhere to the agreed-upon grant scoring methodology and/or does not meet process deadlines, that municipality will not be allowed to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process. However, that municipality must still contribute funding as described herein, and such funding will be allocated based on the scoring from the compliant municipalities’ submissions. For purposes of this paragraph, as long as one member from a municipality’s LTAC (or appointee(s) if there is no LTAC) adheres to the agreed-upon grant scoring methodology and meets process deadlines, that municipality will be allowed to score applications, and participate in the presentation meeting and voting process.

3. Section 2(D)(2) shall be amended to read as follows:

2) LTAC Work Group Review. The County will compile the ratings, rankings, and recommendations along with the applications and submit them to a combined county-wide LTAC work group which will be comprised of three members from the LTAC of each participating municipality (or appointees if there is no LTAC) for consideration. The County will act as Chair of the work group. After submission:

- a. The work group will hold a public meeting where it will provide an opportunity for applicants to make a presentation before the work group and answer any questions from work group members.
- b. The work group will review the recommendations, deliberate publicly, and make final recommendations based upon the master list. All decisions will be made by simple majority

vote. In the event of a tie vote, the application or motion will be deemed to have been rejected or failed, respectively.

- c. Meetings of the work group must comply with the Open Public Meetings Act (Chapter 42.30 RCW), which includes public meeting notice and member quorum requirements.

4. Section 2(F) shall be amended to read as follows:

F. Streamlined Reimbursement Process. Each municipality will contribute funds as outlined in Section 2.C of the coordinated funding process. Such contributions will be totaled, and all grant recipients will receive an award amount proportional to each municipality's percentage of the overall total contributed. The County will review and distribute funds to recipients in accordance with the terms of the grant award requirements. The County will send a quarterly invoice to each municipality, and each municipality will send a quarterly payment to the County.

5. A new Section 2(H) is added to the agreement, and shall read as follows:

(New Section) H. Administrative Costs. All municipalities will share the administrative costs associated with providing staff support to the Consolidated Lodging Tax Process. Administrative costs will be shared and allocated proportionally to each municipality's total Consolidated Lodging Tax Contribution and must be paid in addition to the funding requirement specified in Section 2(C). For example, if the County contributed 70% of the CLATC funds, then the County must also pay 70% of the total administrative support costs for that year.

6. Section 5(B) shall be amended to read as follows:

B. The City/Cities shall indemnify and hold harmless the County and its officers, agents, employees and elected officials, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City/Cities, their officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit bases upon such a claim, action, loss or damage is brought against the County, the City/Cities shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County or its officers, agents, employees and elected officials, or any of them, or jointly against the County and the City/Cities and their respective officers, agents, employees and elected officials, or any of them, the City/Cities shall satisfy the same.

7. A new Section 6, Insurance, is added to the agreement and shall read as follows:

6. 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.

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

CITY OF ELLENSBURG

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON

Mayor

Laura Osiadacz, Chair

Attest:

Cory Wright, Vice-Chair

City Clerk

Brett Wachsmith, Commissioner

Approved as to form:

Attest:

City Attorney

Clerk of the Board

CITY OF ROSLYN

City Attorney

Prosecuting Attorney

CITY OF CLE ELUM

Mayor

Exhibit A

1. Purpose. The purpose of this Agreement is to set forth the respective responsibilities of the Cities of Ellensburg, Roslyn, and Cle Elum and Kittitas County regarding the provision for a consolidated lodging tax grant process.

2. Scope of Activities. The Municipalities will implement as soon as reasonably feasible the process for consolidating the lodging tax application and review process as set forth in the "Consolidated Lodging Tax Grant Process Proposal," as described in Subsections A through H of this Section of the Interlocal Agreement:

A. **Consolidated Application**. The Chairperson of each Lodging Tax Advisory Committee ("LTAC"), or jurisdictional appointees if there is no LTAC, will review existing applications and draft a consolidated application, including instructions for applicants, which will include the pre-activity reporting requirements as set forth in RCW 67.28.1816(2)(a)-(b). The draft consolidated application will be forwarded to each municipality's LTAC (or other appointees if there is no LTAC) for review and comment.

- Any proposed changes to the grant application, such as format or hosting location/medium, must be communicated to the Clerk of the Consolidated Lodging Tax Advisory Committee (“CLTAC”) no later than December of the preceding year.
- The CLTAC Clerk will make reasonable efforts to accommodate a municipality’s requests; however, any requests that exceed staff capacity may be deferred at the Clerk’s discretion.
- The CLATC Clerk shall approve and prepare the final version of the consolidated application based on the feedback from each municipality. After approval, applicants for consolidated lodging tax grants will be required to submit applications to Kittitas County.

B. Coordinated Schedule. The schedule for application deadlines, review and awards will be coordinated by the municipalities.

C. Coordinated Funding. Each participating municipality will make available 13% of their annual lodging tax collections to be awarded through the consolidated lodging tax grant process. The funds provided by each municipality will be noticed publicly for award consideration, and each municipality providing funding for the coordinated process shall be guaranteed grant awards will be made for applications that will directly impact that jurisdiction in an amount equal to or greater than the funding level which has been committed (subject to qualifying applications).

D. Streamlined Application Review and Award Process. Lodging tax grant applications will be processed as follows:

1) Categorize applications. Applicants may apply for one or both funding categories. Applications will be categorized as follows:

- a. **New Projects/Events.** This category is for applications from events/projects which are within the first four (4) years of existence. Applications may also be considered in this category for established projects/events which have previously received funding but are proposing a new or expanded project/event which will increase tourism as part of an ongoing project/event.
- b. **Ongoing Project/Event Support.** This category is for applications from established projects/events (ongoing for more than four (4) years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the projects's/event's expense budget.

Review, Ranking and Recommendations by LTAC's. The County will compile and distribute all applications to the municipalities for review by each LTAC (or appointee(s) if no LTAC) for review, ranking, and funding recommendation, which will then be processed as follows:

- a. Each municipality’s LTAC (or appointee(s) if no LTAC) will review every application and assign it a rating based upon an agreed scoring system.
- b. Each municipality's LTAC (or appointee(s) if no LTAC) will rank the applications in order by score.

- c. Each municipality's LTAC (or appointee(s) if no LTAC) will produce a recommended funding level, considering each application in order of rank, and including any additional comments which provide insight into the respective funding decision. If any applications are disqualified, an explanation shall be provided.
- d. The ratings, rankings, and recommendations from each LTAC (or appointee(s) if no LTAC) will be submitted to the LTAC Clerk.
- e. Each municipality's LTAC (or appointee(s) if there is no LTAC) must adhere to the agreed-upon grant scoring methodology and meet deadlines for submission.
- f. The CLTAC Clerk will provide at least two weeks' notice, via email, of any deadline(s) to all municipalities, and each CLTAC member.
- g. If a municipality's LTAC (or appointee(s) if there is no LTAC) does not adhere to the agreed-upon grant scoring methodology and/or does not meet process deadlines, that municipality will not be allowed to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process. However, that municipality must still contribute funding as described herein, and such funding will be allocated based on the scoring from the compliant municipalities' submissions. For purposes of this paragraph, as long as one member from a municipality's LTAC (or appointee(s) if there is no LTAC) adheres to the agreed-upon grant scoring methodology and meets process deadlines, that municipality will be allowed to score applications, and participate in the presentation meeting and voting process.

2) LTAC Work Group Review. The County will compile the ratings, rankings, and recommendations along with the applications and submit them to a combined county-wide LTAC work group which will be comprised of three members from the LTAC of each participating municipality (or appointees if there is no LTAC) for consideration. The County will act as Chair of the work group. After submission:

- a. The work group will hold a public meeting where it will provide an opportunity for applicants to make a presentation before the work group and answer any questions from work group members.
- b. The work group will review the recommendations, deliberate publicly, and make final recommendations based upon the master list. All decisions will be made by simple majority vote. In the event of a tie vote, the application or motion will be deemed to have been rejected or failed, respectively.
- c. Meetings of the work group must comply with the Open Public Meetings Act (Chapter 42.30 RCW), which includes public meeting notice and member quorum requirements.

- 3) Legislative Decision. The County will submit the work group's final recommendations for funding events and projects to each funding jurisdiction's legislative body for final decision and action. If a legislative body does not approve the work group's final recommendations, the legislative body must notify the chair of the work group in writing with specific objections. The work group will reconvene in a public meeting to reconsider the final recommendations. After reconsideration, the county will re-submit the work group's final recommendation to each funding jurisdictions for final decision and action.
- 4) Notification. The County will notify all applicants of the final grant decisions on behalf of the funding municipalities.

E. **Contracts for Grant Recipients**. All grantees will be required to enter into a single grant contract which clearly communicates the responsibilities and expectations of the grantee as well as the amount and authorized use of the funding as approved by each legislative body. Contracts should be approved by all participating entities prior to being utilized. As with the other coordination and streamlining, the County shall be the contracting agency.

F. **Streamlined Reimbursement Process**. Each municipality will contribute funds as outlined in Section 2.C of the coordinated funding process. Such contributions will be totaled, and all grant recipients will receive an award amount proportional to each municipality's percentage of the overall total contributed. The County will review and distribute funds to recipients in accordance with the terms of the grant award requirements. The County will send a quarterly invoice to each municipality, and each municipality will send a quarterly payment to the County.

G. **Post-Activity Reports**. Each grant recipient will comply with the post-activity reporting requirements of RCW 67.28.1816(2)(c) and provide copies of the report to all Municipalities. The County will prepare and submit all required post-activity reports to the Joint Legislative and Audit Review Committee (JLARC), which will conform to the reporting requirements of Ch. 67.28 RCW.

H. **Administrative Costs**. All municipalities will share the administrative costs associated with providing staff support to the Consolidated Lodging Tax Process. Administrative costs will be shared and allocated proportionally to each municipality's total Consolidated Lodging Tax Contribution and must be paid in addition to the funding requirement specified in Section 2(C). For example, if the County contributed 70% of the CLATC funds, then the County must also pay 70% of the total administrative support costs for that year.

3. Duration/Termination. This Agreement shall remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other parties at least thirty (30) days prior to the date of such termination; PROVIDED, that this Agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.

4. Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member

to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. Appeals from grant recipients regarding reimbursement decisions made by the County shall be handled as disputes and determined by the Dispute Board in the same manner as previously described.

5. Indemnification.

A. The County shall indemnify and hold harmless the Cities and their officers, agents employees and elected officials, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by any reason of or arising out of any act or omission of the County, its officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss or damage is brought against the Cities, the County shall defend that same at its sole cost and expense, provided that the Cities retain the right to participate in said suit if any principle or governmental or public law is involved; and if final judgment be rendered against the Cities or their officers, agents, employees and elected officials, or any of them, or jointly against the Cities and the County and their respective officers, agents, employees and elected officials, or any of them, the County shall satisfy the same.

B. The City/Cities shall indemnify and hold harmless the County and its officers, agents, employees and elected officials, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City/Cities, their officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit bases upon such a claim, action, loss or damage is brought against the County, the City/Cities shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County or its officers, agents, employees and elected officials, or any of them, or jointly against the County and the City/Cities and their respective officers, agents, employees and elected officials, or any of them, the City/Cities shall satisfy the same.

6. 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.

7. Future support. No party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

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

9. Relationship of the parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the Cities for any purpose, and the employees of the County are not entitled to any of the benefits the Cities provide to City employees. No agent, employee or representative of the Cities shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the Cities are not entitled to any of the benefits the County provides to County employees.
10. Non-delegation/Non-assignment. No party may delegate the performance of any contractual obligation to a third party, unless agreed in writing by all other parties. No party may assign this Agreement without the written consent of the other parties.
11. Agreement not for benefit of third parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
12. Governing law; venue. This Agreement shall be governed by and construed in accordance with the Laws of State of Washington. The venue for any action to enforce or interpret this Agreement shall be in the Kittitas County Superior Court.
13. Entire agreement; modification. This Agreement constitutes the entire Agreement of the parties. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.
14. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
15. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
16. Ratification. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
17. Administration and notices. This Agreement will be administered on behalf of the Cities by, and all notices to be issued to the Cities shall be addressed to the attention of:
- City of Ellensburg
Attn: Lodging Tax Grant Application
501 N. Anderson Street
Ellensburg, W A 98926
- City of Roslyn
Attn: Lodging Tax Grant Application
100 E. Pennsylvania Ave

P.O. Box 451
Roslyn, W A 98941

City of Cle Elum
Attn: Lodging Tax Grant Application
119 West First Street
Cle Elum, W A 98922

This Agreement will be administered on behalf of the County by, and all notices to be issued to the County by the Cities shall be addressed to the attention of:

Kittitas County Auditor
Attn: Lodging Tax Grant Application
Consolidated Lodging Tax Grant Process Interlocal - 6
205 West 5th, Suite
Ellensburg, WA 98926

18. Filing. Pursuant to RCW 39.34.040, this Agreement shall be posted on the Kittitas County and City of Ellensburg public websites and/or filed with the County Auditor.
19. Financing. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this agreement.
20. Property. This interlocal agreement does not provide for the acquisition, holding or disposal of real or personal property.
21. Joint Administration. No separate legal or administrative entity is created by this agreement.



Meeting Date: November 17, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Clean Energy Implementation Plan (CEIP) 2026-2029 (Public Comment Opportunity)
Submitted by: Nichole Baker, Energy Resources Manager
Department: Energy Services

Suggested Motion/Action:

Move to adopt the Clean Energy Implementation Plan (CEIP) 2026-2029 for submission to Commerce in December 2025.

Background/Summary:

Consultants from Lighthouse Energy Consulting LLC will provide an overview and presentation of the Clean Energy Implementation Plan (CEIP). The CEIP, WAC 194-40-200, supports the goals set by the Washington State Clean Energy Transformation Act (CETA), Chapter 19.405 RCW, which aims to transition the state's electricity supply to be free of greenhouse gas emissions. While the City of Ellensburg already sources nearly 90% clean energy from Bonneville Power Administration (BPA) resources, the CEIP represents the next phase in the City's commitment to serving the community, especially those who may experience greater impacts during the clean energy transition.

At the October 2025 Environmental Commission and Utility Advisory Committee meetings, consultants presented an overview and presentation of the City of Ellensburg's draft 2026 Clean Energy Implementation Plan (CEIP). Both recommended City Council to adopt the 2026 Clean Energy Implementation Plan.

Previous Council Action:

None

Analysis:

On September 23rd, 2025, the City of Ellensburg held a public input workshop for community members to provide feedback for the City's 2026-2029 Clean Energy Implementation Plan (CEIP). The first and previous CEIP was completed in December 2021, for the years 2022 through 2025.

Completed in 2025, the Clean Energy Implementation Plan (CEIP) will outline how the City of Ellensburg will continue to deliver safe, reliable, affordable, and clean electricity from 2026 through 2029. WAC 194-40-050 establishes that each utility must submit a CEIP every four years beginning January 1, 2022.

At the October 2025 Utility Advisory Committee, the following statements/questions were discussed, with follow-up comments provided by the consultant in a 10/17/2025 email:

Q1. Alternatives to Renewable Energy Credits (REC) purchases for meeting CETA's GHG-neutral requirements in 2030-2044?

A1. The applicable RCW 19.405.040 specifies the alternative compliance options.

Q2. Energy efficiency measures considered at the university?

A2. Similar to the Conservation Potential Assessments (CPA) completed for the revised CEIP/Sustainability and Energy Plan (SEP), Based on BPA's Utility Potential Calculator that takes the 2021 Power Plan results and scales things to the utility level, the measures that were cost effective at universities included: Advanced Rooftop HVAC Unit Controls, Efficient Chiller Retrofits, Efficient Heat Pumps. In addition, there were some measures that were evaluated broadly and not for specific building types. The measures in this category that were cost effective included: Air compressors, Energy Star Servers, Efficient Interior and Exterior Lighting, Efficient Pumps and Fans, Times applied to Water coolers, and Heat Pump Water Heaters.

Financial Impact:

The 2026-2029 Clean Energy Implementation Plan sets the course for the City's electricity supply to be free of greenhouse gas emissions. Choosing the BPA Load-Following Product in the upcoming Provider of Choice contract, maintains the lowest risk and complexity for the City in working towards CETA compliance, including addressing unique resource development and transmission risks associated with electrification load growth. Should the need arise for Ellensburg to obtain dedicated carbon-free resources from BPA or directly from the market, a detailed cost analysis will be performed.

Budget Adjustment: No

Attachments:

1. Ellensburg 2026-29 CEIP Reporting
2. Ellensburg Public Process Outcomes Memo_10 03 2025

Clean Energy Implementation Plan Reporting Template

Published: March 10, 2026

Deadline: January 1, 2026

Submission: [Submit this workbook and all supporting documentation via Smartsheet.](#)

Questions: [Aaron Tam](#), [Austin Scharff](#), [Glenn Blackmon](#), [Energy Office](#), CETA@commerce.wa.gov.



Enter information in yellow fields
Select drop-down option from list in orange fields
Do not modify grey-shaded fields.

Note: this Excel workbook is macro-enabled to allow for the selection of multiple CETA categories on the Indicators & Forecast tab. If you have security restrictions or have no use for this feature, you do not have to enable macros.

Relevant Clean Energy Transformation Act Statutes and Rules

RCW 19.405.060

Clean energy implementation plan—Compliance criteria—Incremental cost of compliance.

(2)(a) By January 1, 2022, and every four years thereafter, each consumer-owned utility must develop and submit to the department a four-year clean energy implementation plan for the standards established under RCW 19.405.040(1) and 19.405.050(1) that: (i) Proposes interim targets for meeting the standard under RCW 19.405.040(1) during the years prior to 2030 and between 2030 and 2045, as well as specific targets for energy efficiency, demand response, and renewable energy; (ii) Is informed by the consumer-owned utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5); (iii) Is consistent with subsection (4) of this section; and (iv) Identifies specific actions to be taken by the consumer-owned utility over the next four years, consistent with the utility's long-range resource plan and resource adequacy requirements, that demonstrate progress towards meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets proposed under (a)(i) of this subsection. The specific actions identified must be informed by the consumer-owned utility's historic performance under median water conditions and resource capability and by the consumer-owned utility's participation in centralized markets. In identifying specific actions in its clean energy implementation plan, the consumer-owned utility may also take into consideration any significant and unplanned loss or addition of load it experiences.

(b) The governing body of the consumer-owned utility must, after a public meeting, adopt the consumer-owned utility's clean energy implementation plan. The clean energy implementation plan must be submitted to the department and made available to the public. The governing body may adopt more stringent targets than those proposed by the consumer-owned utility and periodically adjust or expedite timelines if it can be demonstrated that such targets or timelines can be achieved in a manner consistent with the following: (i) Maintaining and protecting the safety, reliable operation, and balancing of the electric system; (ii) Planning to meet the standards at the lowest reasonable cost, considering risk; (iii) Ensuring that all customers are benefiting from the transition to clean energy: Through the equitable distribution of energy and nonenergy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency; and (iv) Ensuring that no customer or class of customers is unreasonably harmed by any resulting increases in the cost of utility-supplied electricity as may be necessary to comply with the standards.

(4)(a) A consumer-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (2) of this section meets or exceeds a two percent increase of the consumer-owned utility's retail revenue requirement above the previous year. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If a consumer-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), and it has not met eighty percent of its annual retail electric load using electricity from renewable resources and nonemitting electric generation, then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

WAC 194-40-200

Clean energy implementation plan.

(1) **Specific actions.** Each utility must identify in each CEIP the specific actions the utility will take during the next interim performance period or GHG neutral compliance period to demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets under subsection (2) of this section and the specific targets under subsection (3) of this section. Specific actions must be consistent with the requirements of RCW 19.405.060 (2)(a)(iv).

(2) **Interim target.** The CEIP must establish an interim target for the percentage of retail load to be served using renewable and nonemitting resources during the period covered by the CEIP. The interim target must demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1), if the utility is not already meeting the relevant standard.

(3) **Specific targets.** The CEIP must establish specific targets, for the interim performance period or GHG neutral compliance period covered by the CEIP, for each of the following categories of resources:

(a) **Energy efficiency.** (i) The CEIP must establish a target for the amount, expressed in megawatt-hours of first-year savings, of energy efficiency resources expected to be acquired during the period. The energy efficiency target must comply with WAC 194-40-330(1). (ii) A utility may update its CEIP to incorporate a revised energy efficiency target to match a biennial conservation target established by the utility under RCW 19.285.040 (1)(b) and WAC 194-37-070.

(b) **Demand response resources.** The CEIP must specify a target for the amount, expressed in megawatts, of demand response resources to be acquired during the period. The demand response target must comply with WAC 194-40-330(2).

(c) **Renewable energy.** The utility's target for renewable energy must identify the quantity in megawatt-hours of renewable electricity to be used in the period.

(4) **Specific actions to ensure equitable transition.** To meet the requirements of RCW 19.405.040(8), the CEIP must, at a minimum:

(a) Identify each highly impacted community, as defined in RCW 19.405.020(23), and its designation as either: (i) A community designated by the department of health based on cumulative impact analyses; or (ii) A community located in census tracts that are at least partially on Indian country.

(b) Identify vulnerable populations based on the adverse socioeconomic factors and sensitivity factors developed through a public process established by the utility and describe and explain any changes from the utility's previous CEIP, if any;

(c) Report the forecasted distribution of energy and nonenergy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under subsection (3) of this section. The report must: (i) Include one or more indicators applicable to the utility's service area and associated with energy benefits, nonenergy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency developed through a public process as part of the utility's long-term planning, for the provisions in RCW 19.405.040(8); (ii) Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole; and (iii) Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030(1)(l) from its most recent integrated resource plan, if applicable.

(d) Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

(5) **Use of alternative compliance options.** The CEIP must identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040 (1)(b).

(6) The CEIP must be consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030.

(7) The CEIP must be consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5).

(8) The CEIP must identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in its CEIP. (9) If the utility intends to comply using the two percent incremental cost approach specified in WAC 194-40-230, the CEIP must include the information required in WAC 194-40-230(3) and, if applicable, the demonstration required in WAC 194-40-350(2).

(10) Any utility that is not subject to RCW 19.280.030(1) may meet the requirements of this section through a simplified reporting form provided by commerce.

Utility Name & Contact Information

Note: if you list multiple contacts, please separate their information by a comma and a space.

Report Year	2026
Compliance Period	2026-2029
Utility Name	Ellensburg Electric Division
Report Date	
Contact Name	
Phone Number	
Email	
Web address of published CEIP	https://www.ci.ellensburg.wa.us/1281/Clean-Energy-Implementation-Plan-CEIP
Are you a "qualifying utility" under the EIA?	No
Are you a BPA "full requirements" customer?	Yes

Targets

Interim targets: percentage of retail load to be served using renewable and nonemitting resources (WAC 194-40-200(2))

Utilities with less than 25,000 customers only need to complete cells H8 and H9 in the interim targets table below.

Clean Energy Type	Units	2026	2027	2028	2029	4-year Period
Renewable	%					80%
Nonemitting	%					11%
Total		0%	0%	0%	0%	91%

Describe how the target demonstrates progress toward meeting the 2030 and 2045 CETA standards (WAC 194-40-200(2)).

Not applicable

Specific targets (WAC 194-40-200(3))

Utilities with less than 25,000 customers only need to complete cells H17-19 in the specific targets table below.

Resource Category	Units	2026	2027	2028	2029	4-year Period
Renewable Energy	MWh to be used over the interim performance period					777,903
Energy Efficiency	MWh to be acquired over the interim performance period					3,241
Demand Response	MW to be acquired over the interim performance period					0

Energy efficiency assessment methodology details

Conservation Assessment Method	Regional Assessment
Hyperlink to Relevant Assessment	Nauvoo Solutions and Lighthouse Energy Consulting assessed the conservation potential using a modified version of the Bonneville Power Administration's Utility Potential Calculator (UPC), updated with local service area data to ensure accuracy and relevance. The UPC was built to allow regional utilities to calculate their conservation potential by estimating their proportion of the 2021 Power Plan. Measure cost-effectiveness is based on the outcomes of the Northwest Power and Conservation Council's 2021 Power Plan, which uses the Total Resource Cost (TRC) test and incorporates the CETA-required social cost of carbon values. This ensures that the targets meet statutory cost-effectiveness standards.
Notes	

Demand response assessment methodology details

Did your utility conduct a demand response assessment?	Yes
Please briefly describe your demand response assessment findings. Please describe if there are DR opportunities for particular customer classes or barriers to utilizing DR in your service territory. Please describe which DR technologies were found to be cost-effective, reliable, and feasible.	Lighthouse Energy Consulting and Nauvoo Solutions completed a Demand Response Potential Assessment based on the demand response products and methodology used in the 2021 Power Plan. The only demand response product identified as cost effective was demand voltage reduction, but this is not currently possible on the City's system. Accordingly, a target of 0 MW was identified for demand response.
Hyperlink to Relevant Assessment	
Notes	

Indicators & Forecast

Specific actions to ensure equitable transition (WAC 194-40-200(1)(4))

Enter information in the yellow fields below. Each indicator should correspond with the information entered in the same row. See the Menu of Ideas for examples. You can leave any unused fields blank or delete any unit. To expand the table, you can drag the boundary of the data table by clicking and dragging the bottom right corner downward.

Index	Ind_ID	Indicator	CETA Category	Specific Action 1	Specific Action 2	Specific Action 3
1	2026_41_1	Reduction of Burdens to Vulnerable Populations and Highly Impacted Communities	Reduction of Burdens to Vulnerable Populations and Highly Impacted Communities	Maintain Energy Efficiency Programs	Enhanced Outreach & Education	Targeted Support for Vulnerable Populations
2	2026_41_2					
3	2026_41_3					
4	2026_41_4					
5	2026_41_5					
6	2026_41_6					
7	2026_41_7					
8	2026_41_8					
9	2026_41_9					
10	2026_41_10					



ised rows. If you need to

Specific Action 4	Outcome Metric 1	Outcome Metric 2	Outcome Metric 3	Outcome Metric 4	Outcome Metric 5	How will the indicator and its associated metrics look different across the service territory in four years after taking the specific actions?
Program Tracking & Accountability	Number of households from vulnerable populations participating in programs	% increase in awareness of and access to efficiency programs (survey-based)	Reduction in disconnection rates among low-income customers			After four years, vulnerable populations may experience a decrease in energy burden, higher participation in efficiency programs, and more equitable outcomes demonstrated through transparent reporting.

Specific Actions & Equity

Specific actions to ensure equitable transition (WAC 194-40-200(1)(4))

Click "Data">"Refresh All" to auto-populate the specific actions list below with the specific actions from the previous spreadsheet tab.

Enter information in the yellow fields. Each specific action should correspond with information entered in the same row. Please delete any unused rows once you finalize your report.

SA_ID	Specific Action	Long Description	Resource Category	Program Type
2026_85_1_1	Maintain Energy Efficiency Programs	Ellensburg will continue implementation of its energy efficiency programs to meet the identified target.	Energy Efficiency	Energy Efficiency and Weatherization
2026_85_1_2	Enhanced Outreach & Education	Expand communication, education, and outreach strategies to increase program awareness and accessibility for low-income households and vulnerable populations.	Energy Efficiency	Public Outreach and Engagement
2026_85_1_3	Targeted Support for Vulnerable Populations	Provide direct assistance (e.g., incentives, rebates, weatherization services, arrearage relief) to households most at risk of energy insecurity.	Energy Efficiency	Energy Efficiency and Weatherization
2026_85_1_4	Program Tracking & Accountability	Establish transparent equity-focused tracking, reporting, and evaluation systems for program effectiveness.	Energy Efficiency	Energy Efficiency and Weatherization



				Please enter "N/A" where the question is not applicable to
Program Name	Input Metric 1	Output Metric 1	Output Metric 2	What is the expected effect of this specific action on highly impacted communities and vulnerable populations?
Energy Efficiency	Program budget deployed (% of annual EE budget spent)	Distribution of incentive dollars by energy efficiency program		Keeps utility rates lower over time. Lowers energy burden, reduced monthly utility bills, and improved comfort and health outcomes for vulnerable populations.
Energy Awareness Campaign				
	Number of outreach events	Increase in awareness of efficiency programs		Builds trust, ensures vulnerable populations are aware of programs and opportunities, and reduces barriers to entry.
Energy Efficiency		Reduction in arrearages/disconnections	Disconnection rates among low-income customers	Improves affordability, reduces disconnections, and enhances comfort and health outcomes.
Energy Efficiency		Increase in transparency through reporting	Number of households from vulnerable populations participating in programs	Ensures continuous improvement and equitable outcomes across all programs.

the specific action.

How will the specific action and its resources be governed by (if applicable), serve, or benefit highly impacted communities or vulnerable populations, if at all?	What are the risks to highly impacted communities and vulnerable population associated with the clean energy transition? How does the utility intend to reduce these risks through this specific action (if applicable)?	Will resources be located in highly impacted communities or vulnerable populations? (Y/N/Not Applicable)	What is the general location of this specific action and its resources (if applicable)?
Ellensburg's energy efficiency programs will serve vulnerable populations through low-income programs, incentives for renters and targeted outreach to vulnerable populations.	Vulnerable populations face risks associated with energy burdens and other financial hardships such as unaffordable housing. Ellensburg will mitigate these risks this by providing incentives for income-qualified households, targeting outreach to vulnerable populations.	Yes	Throughout Ellensburg's service territory.
Outreach will be done with community organizations and delivered in multiple languages and formats to ensure inclusivity.	Vulnerable populations face risks associated with lack of awareness or cultural barriers limiting program participation. Ellensburg will conduct outreach to vulnerable populations.	N/A	N/A
Support will be prioritized for low-income, elderly, disabled, and other vulnerable populations.	Vulnerable populations face risks associated with financial strain from energy transition. Ellensburg will provide targeted program outreach to these populations.	Yes	Throughout Ellensburg's service territory.
Tracking will be done annually.	Vulnerable populations face risks associated with inequitable benefits or lack of accountability. Ellensburg will track data related to participation and bill arrangements.	N/A	Throughout Ellensburg's service territory.



What is the timing of this specific action?	What is the estimated cost of this specific action?	What other benefits does the specific action bring that isn't covered by the listed metrics? (optional)
2026-2029	This action is supported by Ellensburg's existing program funding.	Improves indoor air quality, reduces arrearages and shutoff risk, and creates local job opportunities in weatherization and construction trades.
2026-2029	This action is supported by Ellensburg's utility outreach and education budget	Strengthens community partnerships, improves information equity, and builds long-term trust.
2026-2029	This action will need to be funded through a combination of utility budget and federal/state funding (e.g., LIHEAP, WAP)	Improves housing quality, and reduces health risks.
Annual reporting: 2026-2029	This action is supported by Ellensburg's existing program funding.	Builds public trust and demonstrates leadership.

Highly Impacted Communities & Vulnerable Populations

Highly impacted communities (WAC 194-40-200(4))

Highly Impacted Community is defined in RCW 19.405.020(23) as:

(23) "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151.

Department of Health has designated Highly Impacted Communities as those ranking 9 or 10 on the Environmental Health Disparities (EHD) map.

[Link to Instructions to Identify Highly Impacted Communities \(HIC\)](#)

[Link to the Environmental Health Disparities](#)

[\(EHD\) Map](#)

Which methodology did you use to identify highly impacted communities (HIC)?	Highly Impacted Communities Data Table
# of census tracts that are HIC (Rank 9 or 10 under EHD v2.0 or at least partially on "Indian Country")	0
# of census tracts that are at least partially on "Indian Country"	0
Average EHD v2.0 rank for service territory	5.75
What are the top 1-3 EHD factors in your highly impacted communities? What are the rankings for these EHD factors and the associated metrics?	Not applicable.
How do your planned specific actions address the EHD factors for HICs (if applicable)?	Not applicable.

Vulnerable populations (WAC 194-40-200(4))

Please list all socioeconomic factors and sensitivity factors developed through a public process and used to identify Vulnerable Populations based on the definition in RCW 19.405.020(40):

(40) "Vulnerable populations" means communities that experience a disproportionate cumulative risk from environmental burdens due to:

- (a) Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation; and
 (b) Sensitivity factors, such as low birth weight and higher rates of hospitalization.

Please describe how your utility identified vulnerable populations through a public process (e.g., surveys, focus groups, public forums, etc.)	As part of Ellensburg's Sustainability & Energy Plan (SEP), the City conducted in-depth interviews with local community organizations to understand present and future energy challenges. The following organizations participated in this process: •Allied People Offering Year-Round Outreach (APOYO) •Ellensburg DEI Commission •Friends in Service to Humanity (FISH) •HopeSource •Kittitas County Habitat for Humanity •Kittitas County Veterans Coalition •Kittitas Early Learning Coalition •WorkSource Kittitas County These organizations, each working closely with diverse segments of the community, offered critical perspectives on who is most vulnerable, what risks they face, and what actions could help mitigate those risks during the clean energy transition. Their input served as the foundation for shaping Ellensburg's equity approach within the CEIP. Through the interviews, stakeholders highlighted a range of groups that may experience disproportionate impacts. The results of these interviews were summarized and used to frame live polling questions at the September 23, 2025 CEIP workshop. This allowed community members to provide direct feedback on the populations identified as vulnerable, the risks they face, and the potential actions that could best support them. In this way, the City combined organizational expertise with community input to create a more inclusive and representative foundation for its CEIP.
	Participants of the September 23, 2025 expressed overwhelming support for two priorities: •Outreach & education on energy efficiency: 90.9% •Targeted weatherization programs: 90.9%
	Other actions with strong support included enhanced low-income rate programs (63.6%), solar and renewable energy (63.6%), and expanded transit options such as electric buses (54.5%).
How does your utility's planned specific actions address the vulnerable population factors (if applicable)?	

Factor Category	Factor	Details	Source	Date Last Updated
E.g., Employment	Unemployment	% unemployed over 16 years old	American Community Survey	12/15/2019
Housing	Households spending more than 30% of income on housing costs	% of households paying >30% of income on housing	American Community Survey (Housing C	12/15/2019
Income	Residents experiencing high energy burdens relative to household income	% of households below 200% of Federal Poverty Level	American Community Survey (Housing C	12/16/2019
Energy burden	Low-income families, particularly those living in energy-inefficient homes	% of income spent on energy costs by low-income households	ACEEE Energy Burden Studies	2019-2024

Describe and explain any changes to the factors from your utility's previous Clean Energy Implementation Plan (CEIP), if any:

The 2022 CEIP vulnerable population definition emphasized broad socioeconomic and environmental health factors, including health outcomes, educational attainment, proximity to environmental hazards, and demographic characteristics. While these factors remain relevant, the 2025 public engagement process revealed a more nuanced, experience-based understanding of vulnerable populations within the community.

Public Participation

Public participation (WAC 194-40-200(4), -220(1))

Provide a summary of the public input process conducted in compliance with WAC 194-40-230.

Ellensburg implemented a multi-layered engagement strategy to shape the 2026 CEP, combining broad outreach with in-depth opportunities for feedback. The approach ensured that residents, businesses, and community organizations could meaningfully contribute to CEP priorities.

Engagement Channels

- Promotion: Pre-event outreach through the City's website, newsletters, flyers, social media, and local radio.
- Sustainability & Energy Plan (SEP) Surveys & Interviews: 312 online survey responses and 11 in-depth interviews with organizations serving vulnerable populations.
- Direct Outreach: Targeted engagement through the SEP with Ellensburg's largest energy customers and key stakeholders.
- Public Workshop (September 23, 2025): Featured educational presentations on CEP requirements and draft actions, followed by live, interactive polling to capture real-time community feedback.
- Written Comments: Ellensburg created a webpage that allowed those that would like to participate in its 2025 CEP to provide feedback.

Workshop Participation

The September 23rd workshop served as the cornerstone of the process. While the event was primarily attended by local residents, those invited to participate included residential customers, organizational representatives, businesses, and stakeholders working directly with vulnerable populations. Interactive polling (7-11 responses per question) was offered via smartphone and paper format, allowing for candid, accessible feedback on vulnerable populations, risks, actions, and performance indicators.

Outcomes

This multi-channel layered approach yielded both quantitative data (polling percentages) and qualitative insights (written comments and facilitator notes). Together, these inputs provided the Ellensburg with a well-rounded picture of community priorities—ranging from broad consensus on affordability and weatherization to specific programmatic recommendations for the 2026 CEP.

What barriers to public participation does your utility's community face due to language, cultural, economic, technology, or other factors?

Ellensburg recognized several barriers that could limit participation in the public input process:

- Technological barriers: Not all community members have access to smartphones, computers, or reliable internet.
- Time constraints: Working families, particularly low-income households, may struggle to attend daytime or evening meetings.
- Language barriers: Non-English speaking residents may face difficulties understanding technical energy policy information.
- Awareness gaps: Many residents may not know about utility programs or understand how to participate in policy processes.
- Cultural barriers: Some populations may not feel comfortable speaking up in public forums or may not see themselves represented in utility decision-making.

What reasonable accommodations has your utility provided to reduce barriers to public participation?

To overcome barriers, Ellensburg implemented the following strategies:

Technological Accessibility

- Offered both online and in-person engagement opportunities.
- Provided paper polling options at the workshop for participants without smartphones.
- Made all polling anonymous to encourage candid feedback without fear of judgment.
- Ensured the workshop venue had adequate technological support for participants.

Broad Outreach

- Utilized multiple communication channels (digital, print, radio, in-person) to reach diverse audiences.
- Conducted surveys in advance of the 2025 CEP development to capture input from those unable to attend.
- Hired individual stakeholder interviews to gather in-depth perspectives from community organizations serving vulnerable populations.

Ongoing Engagement

- Accepted written public comments to accommodate those who preferred to provide input outside of the workshop setting.
- Created opportunities for feedback both before and after the September 23 workshop.

These efforts demonstrate the Ellensburg's commitment to removing barriers and ensuring that all community voices—particularly those of vulnerable populations—inform the development of the CEP.

Describe how public comments were reflected in the specific actions under WAC 194-40-200(4), including the development of one or more initiatives and other elements of the CEP and your utility's supporting energy rate, resource plan or resource plans, as applicable.

Polling confirmed strong support for maintaining and expanding energy efficiency programs. Participants emphasized the need to balance clean energy goals with affordability and equity. Polling results provide clear validation that the planned actions address community-identified risks:

- The 90.9% support for both weatherization and education/outreach demonstrates overwhelming community consensus on priorities.
- The 63.9% support for enhanced low-income programs confirms that affordability remains central to community concerns.

These insights directly shaped the CEP, ensuring that actions reflect authentic community priorities rather than assumptions about vulnerability. Additionally, the September 2025 polling exercise revealed the following support from participants on initiatives:

- Affordability and energy justice: Tackling the inequities of CEP on household energy bills, especially for low-income residents.
- Vulnerable Population participation: Measure how many vulnerable households access rebates, upgrades, and efficiency programs.
- Clean energy adoption: Support tracking of heat pump installations, expanded weatherization capacity, and community education programs that engage vulnerable populations.

Long-term Plans

Integrated resource plan & clean energy action plan compliance (WAC 194-40-200(6-7), WAC 194-40-200(4)(c)(iii))

Is your clean energy implementation plan (CEIP) consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by your utility under RCW 19.280.030?	Yes
Is your CEIP consistent with your utility's clean energy action plan developed under RCW 19.280.030(1) or other 10-year plan developed under RCW 19.280.030(5)?	Yes
How are the specific actions consistent with your utility's resource plan and clean energy action plan?	The City's Resource Plan envisions meeting loads through a combination of BPA Tier 1 & 2 power and energy efficiency. This CEIP follows the same strategy.
Hyperlink to Relevant Assessment/Resource Plan	

Resource Adequacy Standard

Resource adequacy standard (WAC 194-40-200(8))

Identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in the CEIP. Identify and explain any changes to your resource adequacy standard.

Resource adequacy standard (e.g., peak load standards, loss of load probability or loss of load expectation)	BPA assures its power supply is available to meet its firm power supply obligation on a long term planning, forecast, basis. As directed by the Pacific Northwest Electric power planning and Conservation Act, a fundamental statutory purpose for BPA is to assure it has an adequate supply of power, which BPA meets through its power planning function, as guided by the Northwest power and Conservation Council power Plan. BPA's firm power supply obligation under the Northwest power Act means BPA supplies all the power a customer needs to serve their retail consumer demands on a continuous basis except for reasons of force majeure. This obligation takes into account and is adjusted by the amount of non-federal power/resources the City of Ellensburg uses to serve their load and by the type of product the City elects to purchase from BPA. BPA's currently effective Regional Dialogue Load Following Contract obligates BPA to supply all the electricity required to meet the second-to-second variation in the City's load, net of the City's non-federal resources.
Methods of measurement (e.g., probabilistic assessments of resource adequacy)	BPA uses its Resource Program, which includes a Needs Assessment that examines on a 20-year forecast basis the uncertainty in customer loads, expected water conditions affecting federal hydro production (including Biological Opinion requirements), resource availability, natural gas prices, and electricity market prices to develop a least-cost portfolio of resources that meet Bonneville's obligations. The goal of the Needs Assessment, which is one of the early steps in the Resource Program, is to measure Bonneville's existing system, in relative isolation, against Bonneville's obligations to supply power to show whether any long-term energy and/or capacity shortfalls may occur over the 20-year study horizon. The Needs Assessment forecasts Bonneville's needs for long-term energy and capacity based on resource capabilities and projected obligations to serve power. The Needs Assessment informs later steps of the Resource Program, where resource optimization techniques are used to evaluate and select potential solutions for meeting Bonneville's long-term needs based on cost and risk. The Needs Assessment uses the following metrics to assess Bonneville's long-term energy and capacity needs: 1. Annual Energy: Evaluates the annual average energy surplus/deficit under p10-by-month critical water conditions. 2. Monthly p10 Average (AVG) Energy: Evaluates the monthly average surplus/deficit over all hours under p10-by-month critical water conditions. 3. Monthly p10 Heavy Load Hour (HLH) Energy: Evaluates the monthly average surplus/deficit over heavy load hours (hours ending 7-22, Monday-Saturday, excluding holidays) under p10-by[1]month critical water conditions. 4. Monthly p10 Superpeak (SPK) Energy: Evaluates the monthly average surplus/deficit over the six peak HLH each weekday (Monday-Friday) under p10-by-month critical water conditions. The roughly 120 superpeak hours per month are a subset of the roughly 384 heavy load hours per month. 5. 18-Hour Capacity: Evaluates the monthly average surplus/deficit over six peak load hours each day across three-day extreme weather load events under median water (p50) conditions. Winter events used actual temperatures from the January 2024 event for Dec/Jan/Feb, while summer events relied on actual temperature from the June 2021 event for July/August.



TO: Buddy Stanavich, City of Ellensburg
Nichole Baker, City of Ellensburg

FROM: Ted Light, Lighthouse Energy Consulting
Angela Long, Rockcress Consulting

SUBJECT: Ellensburg CETA Public Process Outcomes

DATE: October 3, 2025

Purpose

This memo describes the outcomes of a public process conducted for the City of Ellensburg (the City) by Lighthouse Energy Consulting and Rockcress Consulting as part of the development of the City's Clean Energy Implementation Plan (CEIP), as required every four years by Washington's Clean Energy Transformation Act (CETA).

CETA requires all of Washington's electric utilities to transition to 100% carbon neutral electricity in 2030 and 100% clean energy by 2045. While the City's natural gas service does not fall under the purview of CETA, it is subject to Washington's Climate Commitment Act (CCA). As usage of natural gas changes under the CCA, the City's CEIPs will identify how it can best position its electric service to meet any additional electric load with affordable clean energy.

CETA also has provisions to ensure that the transition to clean energy is equitable. CETA's equity provisions require utilities to:

- Identify highly impacted communities and vulnerable populations,
- Establish a public input process in the development of their CEIP,
- Develop indicators to forecast the distribution of costs and benefits,
- Take specific actions to reduce risks to the identified highly impacted communities and vulnerable populations

Each of these requirements is discussed below.

Highly Impacted Communities

Under CETA, Highly Impacted Communities (HIC) are defined as communities designated by the Department of Health based on cumulative impact analyses or communities located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151.¹

The City does not have any HIC. While none are designated locally, the City still recognizes the importance of identifying and supporting populations that may face disproportionate impacts during

¹ Please refer to [RCW 19.405.020\(22\)](#).

the clean energy transition. This was reflected in both the presentation content and community feedback gathered at the September 23, 2025 workshop. Outreach and program design efforts focused on ensuring participation from vulnerable groups within the broader community, such as low-income households and unaffordable housing.

Public Process

The City implemented a multi-layered public engagement strategy for its 2025 CEIP, combining broad outreach with in-depth opportunities for feedback (**Figure 1**). The approach ensured that residents, businesses, and community organizations could meaningfully contribute to CEIP priorities.

Figure 1. Public Input Engagement Channels

Promotion: Pre-event outreach through the City’s website, press release, email invites, newsletters, flyers, social media, local radio and community events.

Sustainability & Energy Plan (SEP) Surveys & Interviews: 312 online survey responses and 11 in-depth interviews with organizations serving vulnerable populations.

Direct Outreach: Targeted engagement through its SEP with the City’s largest energy customers and key stakeholders.

Public Workshop (September 23, 2025): Featured educational presentations on CEIP requirements and draft actions, followed by live, interactive polling to capture real-time community feedback.

Written Comments: The City created a webpage that allowed those that would like to participate in its 2025 CEIP to provide feedback.

This multi-channel layered approach yielded both quantitative data (polling percentages) and qualitative insights (written comments and facilitator notes). Together, these inputs provided the City with a well-rounded picture of community priorities—ranging from broad consensus on affordability and weatherization to specific programmatic recommendations for the 2025 CEIP.

Addressing Barriers to Participation

The City of Ellensburg recognized several barriers that could limit participation in the public input process:

- **Technological barriers:** Not all community members have access to smartphones, computers, or reliable internet
- **Time constraints:** Working families, particularly low-income households, may struggle to attend daytime or evening meetings
- **Language barriers:** Non-English speaking residents may face difficulties understanding technical energy policy information

- **Awareness gaps:** Many residents may not know about CETA and CEIP regulatory requirements or understand how to participate in policy processes. Some may have a limited understanding of the full range of programs offered by the City.
- **Cultural barriers:** Some populations may not feel comfortable speaking up in public forums or may not see themselves represented in utility decision-making

To overcome these barriers, the City implemented the following strategies:

Technological Accessibility:

- Offered both online and in-person engagement opportunities
- Provided paper polling options at the workshop for participants without smartphones
- Made all polling anonymous to encourage candid feedback without fear of judgment
- Ensured the workshop venue had adequate technological support for participants

Broad Outreach:

- Utilized multiple communication channels (digital, print, radio, in-person) to reach diverse audiences
- Conducted surveys in advance of the 2025 CEIP development to capture input from those unable to attend
- Held individual stakeholder interviews to gather in-depth perspectives from community organizations serving vulnerable populations

Ongoing Engagement:

- Accepted written public comments to accommodate those who preferred to provide input outside of the workshop setting
- Created opportunities for feedback both before and after the September 23 workshop

These efforts demonstrate the City's commitment to removing barriers and ensuring that all community voices—particularly those of vulnerable populations—inform the development of the CEIP.

Why This Approach Was Used

This multi-faceted approach was designed to meet CETA's requirement for meaningful public participation while ensuring accessibility for diverse community members. By combining digital surveys, personal interviews, and in-person workshops, the City created multiple pathways for participation that accommodate different communication preferences, schedules, and comfort levels with technology.

The interactive polling methodology used at the September 23 workshop was specifically chosen to:

- **Gather input:** Provide all attendees with equal voice in shaping CEIP priorities
- **Enable real-time feedback:** Allow participants to see how their priorities aligned with community consensus
- **Create transparency:** Make the process visible and inclusive

- **Generate quantifiable data:** Produce measurable results that could be incorporated directly into CEIP planning

This approach ensures that the CEIP reflects authentic community priorities rather than assumptions about what vulnerable populations need.

Sustainability & Energy Plan (SEP) Surveys & Interviews

As part of the City’s Sustainability & Energy Plan (SEP), the City conducted in-depth interviews with local community organizations to understand present and future energy challenges. The following organizations participated in this process:

- Allied People Offering Year-Round Outreach (APOYO)
- Ellensburg DEI Commission
- Friends in Service to Humanity (FISH)
- HopeSource
- Kittitas County Habitat for Humanity
- Kittitas County Veterans Coalition
- Kittitas Early Learning Coalition
- WorkSource Kittitas County

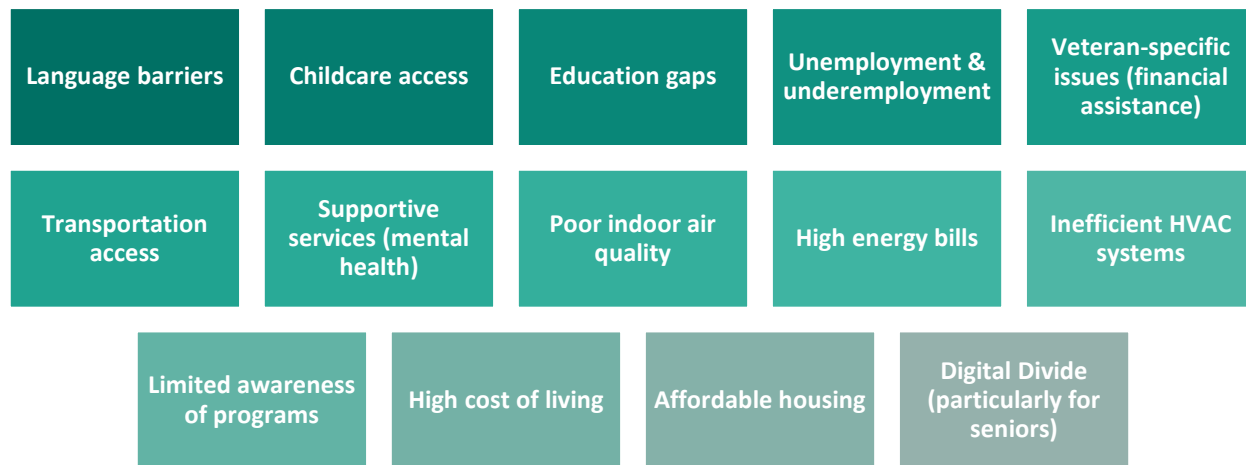
These organizations, each working closely with diverse segments of the community, offered critical perspectives on who is most vulnerable, what risks they face, and what actions could help mitigate those risks during the clean energy transition. Their input served as the foundation for shaping the City’s equity approach within the CEIP. Through the interviews, stakeholders highlighted a range of groups that may experience disproportionate impacts, including those identified in **Figure 2**.

Figure 2. SEP Community Organization Interviews – Populations Identified as Most Vulnerable

Seniors	Seniors on a fixed income	Veterans	Low-income families	Single-parent households
Renters	People with disabilities	People of color (particularly Latinos)	People living in unstable housing	People suffering poor air quality (particularly from wildfires)
Low-income families living in inefficient homes	People that speak a language other than English	People in need of affordable housing	Young families	Families where both parents work

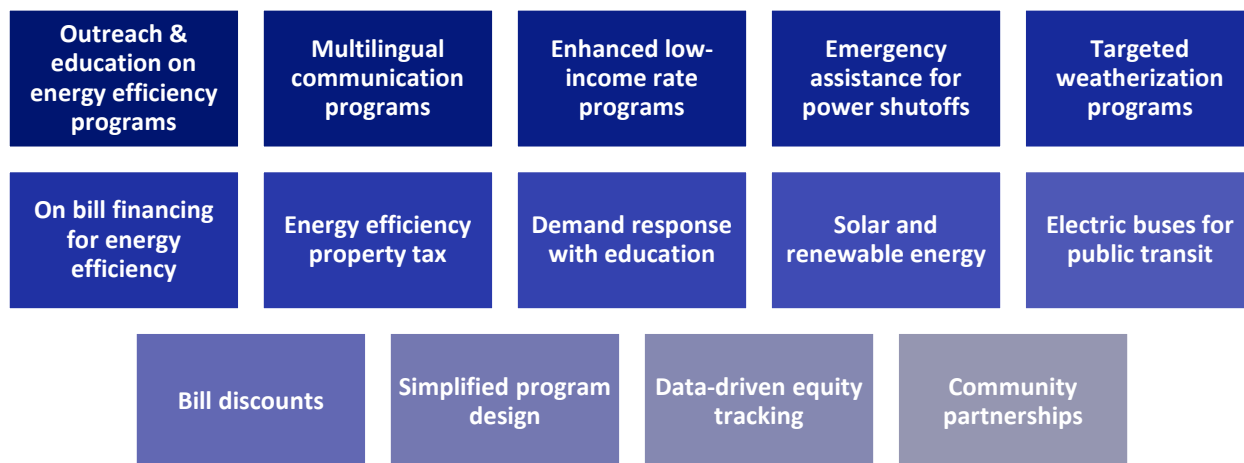
Organizations identified several risks that could intensify inequities in the community, including those identified in **Figure 3**.

Figure 3. SEP Community Organization Interviews – Identified Risks



Participants also suggested potential strategies to reduce risks and improve equitable outcomes, including those identified in **Figure 4**.

Figure 4. SEP Community Organization Interviews – Potential Actions to Support the Community



The results of these interviews were summarized and used to frame live polling questions at the September 23, 2025 CEIP workshop. This allowed community members to provide direct feedback on the populations identified as vulnerable, the risks they face, and the potential actions that could best support them. In this way, the City combined organizational expertise with community input to create a more inclusive and representative foundation for its CEIP.

Public Input Workshop

The September 23rd workshop served as the cornerstone of the process. While the event was primarily attended by local residents, those invited to participate included residential customers, organizational representatives, businesses, and stakeholders working directly with vulnerable populations. Interactive polling (7–11 responses per question) was offered via smartphone and paper formats, allowing for candid, accessible feedback on vulnerable populations, risks, actions, and performance indicators.

Results

The City utilized the findings from the SEP interviews with community organizations as a starting point for polling questions. At the September 23, 2025 CEIP workshop, participants engaged in four structured polling exercises to identify vulnerable populations, risks, actions, and indicators. Response rates ranged from 7 to 11 participants per question, with multiple selections allowed. Polling results can be found in **Appendix A**.

Vulnerable Populations

CETA requires utilities to identify vulnerable populations based on adverse socioeconomic and sensitivity factors. These populations must be defined through a public input process and guide the development of the CEIP.

The community identified vulnerability primarily at the intersection of affordability, and energy efficiency:

- Unaffordable housing (>30% of income): 86% – strongest consensus across all questions
- Low-income families: 71%
- Low-income families in inefficient homes: 71%

Other groups noted included seniors on fixed incomes, people with disabilities, people of color (particularly Latinos), and those in unstable housing (43% each).

Vulnerable Population Definition for the 2025 CEIP

Finding: Community definitions of vulnerability have shifted from broad demographic categories toward direct energy and housing-related burdens. Based on community input, the City defines vulnerable populations for the 2025 CEIP as described in **Figure 5**.

Figure 5. 2025 CEIP Vulnerable Populations

Unaffordable Housing	Low-income Families	Low-income Living In-efficient Homes
•Households spending more than 30% of income on housing costs	•Residents experiencing high energy burdens relative to household income	•Low-income families, particularly those living in energy-inefficient homes

This definition directly informs how CEIP actions—including rebates, upgrades, weatherization programs, and fuel-switching incentives—will be targeted to ensure the greatest benefit reaches those most vulnerable to high energy costs and the impacts of the clean energy transition.

Evolution from 2022 CEIP

The 2022 CEIP vulnerable population definition emphasized broad socioeconomic and environmental health factors, including health outcomes, educational attainment, proximity to environmental hazards, and demographic characteristics. While these factors remain relevant, the 2025 public engagement process revealed a more nuanced, experience-based understanding of vulnerable populations within the community.

The 2025 polling results represent a fundamental shift in how vulnerability is defined for CEIP purposes:

- **From:** General health and demographic indicators
- **To:** Practical, energy-related definitions tied directly to housing affordability and efficiency

This evolution reflects community voices prioritizing the lived experience of energy burden—the daily reality of choosing between paying utility bills and meeting other basic needs. By emphasizing housing efficiency alongside income, the community definition recognizes that vulnerability is not determined by income alone, but by the combination of limited resources and energy-inefficient housing stock.

Community Risks

CETA requires utilities to identify how they will reduce risks to highly impacted communities and vulnerable populations. In order to understand how best to reduce these risks, the City first sought to identify the risks that were faced by these groups.

Respondents identified the most pressing risks as:

- High cost of living: 82%
- Childcare access: 64%
- High energy bills & inefficient HVAC systems: 45% each

Other risks included education gaps, affordable housing shortages, mental health needs, and language barriers.

Identifying Community Risks for the 2025 CEIP

Finding: Energy affordability is inseparable from the broader affordability crisis facing families, where housing, childcare, and living costs compound vulnerability. Community engagement through surveys and stakeholder interviews directly shaped the identification of risks and corresponding actions in this CEIP. Workshop polling confirmed that vulnerable populations face multiple, interconnected risks during the clean energy transition as discussed below.

Economic Risks:

- High cost of living (82% of participants identified this as a top risk)
- High cost or limited access to child care (64%), constraining household financial stability and economic mobility

- High energy bills disproportionately affecting low-income households (45%)
- Limited financial capacity for upfront costs of efficiency upgrades

Housing & Infrastructure Risks:

- Inefficient HVAC systems (45%) that drive high energy consumption and costs
- Ability to find affordable housing (36%) for both renters and homeowners
- Renters' limited ability to access upgrades and rebates

Access & Equity Risks:

- Limited awareness of available programs (27%)
- Language barriers (27%) limiting access to program information
- Digital divide (27%), particularly affecting seniors
- Potential inequities in clean energy technology adoption if programs are not designed with accessibility in mind

Health & Safety Risks:

- Risks from outages or extreme weather events, particularly for seniors and medically vulnerable populations
- Indoor air quality issues from wood heating and gas appliances
- Energy insecurity leading to health impacts from inadequate heating or cooling

Actions to Reduce Risks

Based on the risks identified and discussed above, the City then sought input on how it can reduce risks. Participants expressed overwhelming support for two priorities:

- Outreach & education on energy efficiency: 91%
- Targeted weatherization programs: 91%

Other actions with strong support included enhanced low-income rate programs (64%), solar and renewable energy (64%), and expanded transit options such as electric buses (55%).

2025 CEIP Actions

Finding: There is a clear support to expand weatherization and education efforts, reinforcing the City's current CEIP priorities. The following actions, informed directly by community priorities identified through polling and discussion, form the core risk-reduction strategy for the 2025 CEIP:

- **Energy Efficiency Programs (91% community support):** By continuing to offer energy efficiency programs for residential, commercial, and industrial customers, while prioritizing weatherization upgrades for low-income households and inefficient homes.
- **Enhanced Outreach & Education (91% community support):** By expanding energy education efforts to build long-term energy literacy across the community, with a focus on reaching vulnerable populations to improve understanding of energy efficiency. This approach provides the City with the flexibility to adapt engagement strategies based on available resources and emerging community needs.

- **Targeted Support for Vulnerable Populations (64% support for enhanced low-income programs):** By maintaining income-qualified energy efficiency programs and working with trusted community organizations to reach households that may not respond to traditional utility communications.
- **Program Tracking & Accountability:** By establishing participation metrics to ensure vulnerable households are accessing programs.

Alignment with Community Priorities

Polling confirmed strong support for maintaining and expanding energy efficiency programs. Participants emphasized the need to balance clean energy goals with affordability and equity. Polling results provide clear validation that these actions address community-identified risks:

- The 91% support for both weatherization and education/outreach demonstrates overwhelming community consensus on priorities
- The 64% support for enhanced low-income programs and renewable resources confirms that affordability remains central to community concerns
- Multiple written comments and facilitator notes emphasizing natural gas reduction, heat pump transitions, and renter-focused programs validate the City's strategic direction

These insights directly shaped the CEIP, ensuring that actions reflect authentic community priorities rather than assumptions about vulnerability.

Indicators for 2025 CEIP

CETA requires utilities to identify indicators, developed through a public process, which can be used for measuring the distribution of costs and benefits of the actions identified in the CEIP.

Responses from workshop participants on this topic were diverse and sophisticated, reflecting demand for multi-dimensional tracking. Suggestions included:

- **Energy & cost metrics:** household savings, GHG reductions, low-income bill impacts
- **Fuel switching:** annual natural gas reduction, tracking baseboard-to-heat pump conversions
- **Program access & equity:** participation by low-income and rental households, outreach
- **Health, comfort & safety:** indoor air quality, public health improvements
- **Infrastructure & capacity:** weatherization capacity, cold-climate heat pump installations
- **Education & awareness:** school curricula, community events
- **Environmental quality:** reduced wood smoke and improved winter air quality

Finding: The community expects CEIP impacts to be measured holistically — spanning affordability, equity, health, environmental quality, and long-term infrastructure change.

2025 CEIP Indicators for Forecasting Distribution of Costs and Benefits

CETA requires utilities to develop indicators through public input and to use those indicators to forecast how the benefits and costs of clean energy actions will be distributed among customers, especially vulnerable populations and highly impacted communities. The September 2025 polling exercise revealed the following support from participants on indicators:

- Affordability and energy burden: Tracking the impact of CEIP on household energy bills, especially for low-income residents.
- Vulnerable Population participation: Measure how many vulnerable households access rebates, upgrades, and efficiency programs.
- Clean energy adoption: Support tracking of heat pump installations, expanded weatherization capacity, and community education programs that engage vulnerable populations.



MANAGER'S REPORT

DATE: November 17, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. You are Invited to the Community Thanksgiving Dinner

Everyone is invited to the Community Thanksgiving Dinner on Wednesday, November 26, 2025, from 3:00 p.m. to 6:00 p.m. The event takes place at the Armory at Kittitas Valley Event Center, 901 E. 7th Avenue, Ellensburg. Contact the Adult Activity Center, 509-962-7242, to sign up to volunteer or to make donations. This annual event is free to all (no pets please) and sponsored by the City's Parks & Recreation Department, Rotary, and Central Washington University.

2. Public Facilities District (PFD) Presentation to Conference of Governments

In partnership with the Upper Kittitas County Community Recreation Center, Ellensburg staff will present a proposal to the Kittitas County Conference of Governments at their November 19 meeting to make recommendation to the Board of Kittitas County Commissioners to begin Feasibility Review for a county-wide Public Facilities District as authorized by Chapter 36.100 RCW.

3. Cold Weather Shelter Opening Later this Month

The Cold Weather Shelter is tentatively scheduled to open on Monday, November 24, pending final approval of the operating agreement with Kittitas County. The City and HopeSource have reached agreement on a license for use of the leased Grace Church space and the space is ready for use. City, County, Grace Church, and HopeSource staff are meeting regularly to coordinate plans. A link to HopeSource's volunteer sign ups and donation opportunities page is available on the City's [Cold Weather Shelter page](#). The City will post to this page and update members of the public who have inquired as soon as an opening date is finalized.

4. Transit Measure Approved by Ellensburg Voters

Over 65% of voters approved 0.2% transit sales and use tax replacement for the current 0.2% Transportation Benefit District sales and use tax set to expire September 2026. The new sales tax will go into effect on April 1, 2026, while the former will be suspended on that same date. This measure will provide sustained funding for the Ellensburg Central Transit operations and infrastructure into the future. The Ellensburg

Transportation Advisory Committee met on November 10 to continue their efforts to develop a strategic plan for the transit system which will come to Council for approval at a future meeting.

5. Fieldhouse RFQ Status

The City published an RFQ for a Developer to finance, design, and construct a new, recreational facility, Ellensburg Community Fieldhouse, to be located on Rotary Park, a City-owned property located at 1200 West 5th Avenue, Ellensburg, WA 98926 ("Site"). An RFQ was published, pursuant to the authority provided by Chapter 35.42 RCW, on October 9, 2025, with responses due November 14, 2025. This process, called a "lease-leaseback," is new to the City and this community. Council reviewed this process—which was previously reviewed by outside legal counsel—at their meeting on July 7, 2025, and approved publication of the RFQ on September 15, 2025. Next steps include a review of proposals and selection of developer. A check-in with Council is scheduled for the second meeting in December. If approved to proceed at that time, then the process would continue with: 1) negotiation and execute a ground lease for the Site with the selected Developer; 2) the Developer will design and construct the Fieldhouse Facility at its sole cost and expense; and 3) the City will lease back the Fieldhouse facility from the Developer, with an option to purchase the completed Facility at any point during the term of the ground lease. Ownership of the Fieldhouse Facility would revert to the City at the end of the ground lease term unless the City has earlier exercised its purchase option. Please contact the City Manager's Office with questions. Find more information at: [Ellensburg Community Fieldhouse | Ellensburg, WA](#)

6. Comp Plan Chapter 9 and City Code Chapter 1.88 Amendments

Staff was given direction by Council at their October 20, 2025, meeting to develop a replacement chapter for the current Chapter 9 in the City's Comprehensive Plan. There was an understanding that this likely will need to be completed during the periodic update in 2026. With this action, Chapter 9 would remain in place in the comprehensive plan until a new replacement chapter was created and agreed upon for adoption by council.

Staff have proposed a near-term action that resulted from comments received throughout the community engagement process, and Council's discussion on October 20 around the public's questions and concerns about complying with federal law and maintaining federal funding. Staff propose a revised version of Chapter 9 which will be presented at the 2025 Planning Commission public hearing on November 13, 2025, that addresses the public's concerns but also allows the City to remain in compliance with the dynamic landscape of state and federal law.

As part of the periodic update to the Comprehensive Plan to be adopted by 12/31/2026, staff will continue actions to engage in community conversations and additional revisions to be incorporated into the chapter and/or Plan. This will allow for concepts from different perspectives, goals within Chapter 9 and others, and information

gathered during future engagement in 2026, to be incorporated into the new chapter in a wholistic manner. This approach allows for a more custom chapter to reflect Ellensburg needs and community vision.

Because the legal landscape around diversity, equity, and inclusion (DEI) continues to change at the state and federal levels, staff propose to bring revisions to Ellensburg City Code, Chapter 1.88 - Diversity, Equity and Inclusion Commission, before the end of the year for Council consideration.

7. Preview of December 1 Council Agenda

The next meeting will include a public hearing to address the 2025 Comprehensive Plan Amendments. The second reading of the mid-biennial budget adjustment will be conducted. A proposed draft for the 2026 Ellensburg Legislative Priorities will be considered.



Waste Management
720 4th Ave, Suite 400
Kirkland, WA 98033

September 26, 2025

Ryan Lyyski
Public Works Director
City of Ellensburg
501 N. Anderson Street
Ellensburg, WA 98926
lyyskir@ci.ellensburg.wa.us

Re: 2026 B&O Surcharge

We wanted to provide some important updates regarding the recent adjustments to the Washington State Business and Occupation (B&O) tax rate and how these changes will impact solid waste collection customers.

As you are aware, effective October 1, 2025, the Washington State Legislature passed HB 2081, which increases the B&O tax rate from 1.75% to 2.1%. As agreed, we have implemented that change effective October 1, 2025. Additionally, starting January 1, 2026, the state will introduce a new surcharge of 0.5% for businesses with taxable income exceeding \$250 million annually. Based on WM's filings with the State of Washington, this results in a new blended tax rate of 2.42%; increasing from 2.1% to 2.42% results in a 0.32% adjustment. As changes in tax rates are covered in Solid Waste Contract Sections 3.3.5, enclosed with this letter is an updated 2026 rate schedule reflecting the B&O surcharge.

Please review this schedule and let me know of any discrepancies as WM will adjust our billing system to reflect the new rates effective January 1, 2026.

Sincerely,

A handwritten signature in black ink that reads "Kelly Emerson".

KELLY EMERSON
Contract Compliance Administrator
Public Sector, Pacific Northwest
kemerson@wm.com



City of Ellensburg **Attachment B**

(All rates are Monthly unless denoted otherwise)

Residential Rates (includes curbside recycling) **Weekly curbside collection Service**

	Pounds Per Unit	October 2025 CPI Adjustment	October 2025 Disposal Increase	October 2025 B&O Increase	January 2026 B&O Surcharge
		CPI Increase 4.430% 10/1/2025 Monthly Rate	Disposal Increase 13.29% 10/1/2025 Monthly Rate	B&O Increase 0.350% 10/1/2025 Monthly Rate	B&O Increase 0.320% 1/1/2026 Monthly Rate
1-20 gallon Cart	9.81	\$ 22.27	\$ 22.72	\$ 22.79	\$ 22.86
1-35 gallon Cart 1x Mo	21.45	\$ 14.27	\$ 14.49	\$ 14.54	\$ 14.58
1 - 35 gallon Cart	17.16	\$ 25.50	\$ 26.29	\$ 26.38	\$ 26.48
1 - 64 gallon Cart	34.32	\$ 37.89	\$ 39.47	\$ 39.60	\$ 39.72
1 - 96 gallon Cart	51.48	\$ 50.78	\$ 53.16	\$ 53.34	\$ 53.51

(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)

Miscellaneous Services

Garbage Extras (35 gallon cart or equivalent)	17.16	\$ 7.00	\$ 7.18	\$ 7.20	\$ 7.22
Oversize or Overweight units		\$ 9.80	\$ 9.80	\$ 9.83	\$ 9.86
Drive-in charge		\$ 6.99	\$ 6.99	\$ 7.01	\$ 7.03
Carryouts per cart (over 5ft. but not over 25ft.)		\$ 1.52	\$ 1.52	\$ 1.52	\$ 1.52
Carryouts per cart (over 25ft. and each increment of 25ft thereafter)		\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Return Trips - cans (per pickup)		\$ 6.47	\$ 6.47	\$ 6.49	\$ 6.51
Redelivery Fee (per delivery)		\$ 20.17	\$ 20.17	\$ 20.24	\$ 20.30
Contamination Charge		\$ 33.19	\$ 33.19	\$ 33.30	\$ 33.40

Subscription Yardwaste Collection

1 - 96 gallon Cart (weekly collection April-November / monthly collection December-March)		\$ 21.73	\$ 21.73	\$ 21.80	\$ 21.86
Cart Redelivery fee (per delivery, if service is discontinued at any time and recommenced within		\$ 32.25	\$ 32.25	\$ 32.36	\$ 32.46
Yardwaste Extras (32 gallon can or equivalent)		\$ 3.86	\$ 3.86	\$ 3.87	\$ 3.88

Temporary containers

		10/1/2025 Rate/ Pickup	10/1/2025 Rate/ Pickup	10/1/2025 Rate/ Pickup	1/1/2026 Rate/ Pickup
1 yard	100.05	\$ 66.82	\$ 67.88	\$ 68.11	\$ 68.32
1.50 yard	150.08	\$ 72.42	\$ 74.02	\$ 74.27	\$ 74.50
2 yard	200.1	\$ 83.71	\$ 85.84	\$ 86.14	\$ 86.41
3 yard	300.15	\$ 107.22	\$ 110.42	\$ 110.80	\$ 111.15
4 yard	400.2	\$ 130.31	\$ 134.58	\$ 135.05	\$ 135.48
6 yard	600.3	\$ 176.06	\$ 182.46	\$ 183.09	\$ 183.67
8 yard	800.4	\$ 217.77	\$ 226.32	\$ 227.11	\$ 227.83

Commercial Rates

Commercial Carts:

1 - 35 gallon Cart	17.34	\$ 28.63	\$ 29.43	\$ 29.63	\$ 29.62
1 - 64 gallon Cart	31.70	\$ 41.33	\$ 42.79	\$ 42.93	\$ 43.06
1 - 96 gallon Cart	47.55	\$ 59.19	\$ 61.39	\$ 61.60	\$ 61.79
Extras (35 gallon cart or equivalent)	17.34	\$ 7.92	\$ 8.10	\$ 8.12	\$ 8.14

(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)

Miscellaneous Services (Commercial)

Return Trips (per pickup) - Carts		\$ 6.41	\$ 6.41	\$ 6.43	\$ 6.45
Carryouts per can per pickup (over 5ft. but not over 25ft.)		\$ 0.26	\$ 0.26	\$ 0.26	\$ 0.26
Carryouts per can per pickup (over 25ft. and each increment of 25ft thereafter)		\$ 0.14	\$ 0.14	\$ 0.14	\$ 0.14
Return Trips (per pickup) - Containers		\$ 15.05	\$ 15.05	\$ 15.10	\$ 15.14
Roll-Out Container		\$ 3.55	\$ 3.55	\$ 3.56	\$ 3.57
Disconnect Hydraulics		\$ 29.88	\$ 29.88	\$ 29.98	\$ 30.07
Unlock Container		\$ 19.37	\$ 19.37	\$ 19.43	\$ 19.49
Gate Opening		\$ 19.37	\$ 19.37	\$ 19.43	\$ 19.49
Redelivery Fee (per delivery)		\$ 19.98	\$ 19.98	\$ 20.04	\$ 20.10
Container Swap for Clean Container (instead of curb powerwash which is not avail).		\$ 32.93	\$ 32.93	\$ 33.04	\$ 33.14

Commercial Containers (weekly service):

	Pounds Per Unit	10/1/2025 Monthly Rate	10/1/2025 Monthly Rate	10/1/2025 Monthly Rate	1/1/2026 Monthly Rate
1 yard	100.05	\$ 163.79	\$ 168.42	\$ 169.00	\$ 169.54
1.50 yard	150.08	\$ 187.93	\$ 194.88	\$ 195.56	\$ 196.18
2 yard	200.10	\$ 236.91	\$ 246.17	\$ 247.03	\$ 247.82
3 yard	300.15	\$ 338.91	\$ 352.80	\$ 354.03	\$ 355.16
4 yard	400.20	\$ 438.82	\$ 457.33	\$ 458.93	\$ 460.39
6 yard	600.30	\$ 636.95	\$ 664.72	\$ 667.04	\$ 669.17
8 yard	800.40	\$ 817.74	\$ 854.78	\$ 857.77	\$ 860.51
3 yard Compactor	900.45	\$ 736.95	\$ 778.66	\$ 781.36	\$ 783.88
4 yard Compactor	1200.60	\$ 982.86	\$ 1,038.48	\$ 1,042.11	\$ 1,045.44
6 yard Compactor	1800.90	\$ 1,491.73	\$ 1,575.11	\$ 1,580.62	\$ 1,585.67
Extra Uncompacted Cubic Yard/Pickup	100.05	\$ 34.06	\$ 35.12	\$ 35.24	\$ 35.35
Extra Lift		\$ 37.80	\$ 37.80	\$ 37.93	\$ 38.05
Extra Lift Compactor		\$ 113.41	\$ 113.41	\$ 113.80	\$ 114.16

(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)

		October 2025 CPI Adjustment	October 2025 Disposal Increase	October 2025 B&O Increase	January 2026 B&O Surcharge
Monthly Rent		10/1/2025 Monthly Rate	10/1/2025 Monthly Rate	10/1/2025 Monthly Rate	1/1/2026 Monthly Rate
1 yard		\$ 10.59	\$ 10.59	\$ 10.62	\$ 10.65
1.50 yard		\$ 12.75	\$ 12.75	\$ 12.79	\$ 12.83
2 yard		\$ 12.83	\$ 12.83	\$ 12.87	\$ 12.91
3 yard		\$ 19.98	\$ 19.98	\$ 20.04	\$ 20.10
4 yard		\$ 20.61	\$ 20.61	\$ 20.68	\$ 20.74
6 yard		\$ 25.75	\$ 25.75	\$ 25.84	\$ 25.92
8 yard		\$ 29.97	\$ 29.97	\$ 30.07	\$ 30.16
Special pick up rate(per pickup)		10/1/2025 Rate/ Pickup	10/1/2025 Rate/ Pickup	10/1/2025 Rate/ Pickup	1/1/2026 Rate/ Pickup
1 yard	100.05	\$ 43.70	\$ 44.77	\$ 44.92	\$ 45.06
1.50 yard	150.08	\$ 49.31	\$ 50.91	\$ 51.08	\$ 51.24
2 yard	200.1	\$ 60.55	\$ 62.68	\$ 62.89	\$ 63.09
3 yard	300.15	\$ 84.13	\$ 87.33	\$ 87.63	\$ 87.91
4 yard	400.2	\$ 107.23	\$ 111.50	\$ 111.89	\$ 112.24
6 yard	600.3	\$ 152.89	\$ 159.29	\$ 159.84	\$ 160.35
8 yard	800.4	\$ 194.59	\$ 203.13	\$ 203.84	\$ 204.49
3 yard Compactor	900.45	\$ 170.07	\$ 179.69	\$ 180.31	\$ 180.88
4 yard Compactor	1200.6	\$ 226.87	\$ 239.68	\$ 240.51	\$ 241.27
6 yard Compactor	1800.9	\$ 344.40	\$ 363.65	\$ 364.92	\$ 366.08
Temporary containers					
delivery fee		\$ 52.86	\$ 52.86	\$ 53.04	\$ 53.20
daily rent		\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46
extra yardage charge(per yard)	100.05	\$ 32.77	\$ 33.83	\$ 33.94	\$ 34.04
Roll Off Rates		10/1/2025 Rate/ Haul	10/1/2025 Rate/ Haul	10/1/2025 Rate/ Haul	1/1/2026 Rate/ Haul
Permanent haul fees					
Under 30 Yard		\$ 193.75	\$ 193.75	\$ 194.42	\$ 195.04
Compactors (all sizes)		\$ 231.07	\$ 231.07	\$ 231.87	\$ 232.61
Permanent rent fees		10/1/2025 Monthly Rent	10/1/2025 Monthly Rent	10/1/2025 Monthly Rent	1/1/2026 Monthly Rent
Under 30 Yard		\$ 92.22	\$ 92.22	\$ 92.54	\$ 92.83
30 yard and Greater		\$ 138.82	\$ 138.82	\$ 139.30	\$ 139.74
Temporary haul fees		10/1/2025 Rate/ Haul	10/1/2025 Rate/ Haul	10/1/2025 Rate/ Haul	1/1/2026 Rate/ Haul
Under 30 Yard		\$ 221.39	\$ 221.39	\$ 222.16	\$ 222.87
30 yard and Greater		\$ 221.39	\$ 221.39	\$ 222.16	\$ 222.87
Temporary rent fees		10/1/2025 Daily Rent	10/1/2025 Daily Rent	10/1/2025 Daily Rent	1/1/2026 Daily Rent
Under 30 Yard		\$ 3.58	\$ 3.58	\$ 3.67	\$ 3.58
30 yard and Greater		\$ 5.38	\$ 5.38	\$ 5.39	\$ 5.40
Delivery Charge		10/1/2025 Monthly Rate	10/1/2025 Monthly Rate	10/1/2025 Monthly Rate	1/1/2026 Monthly Rate
Roll off temporary		\$ 75.51	\$ 75.51	\$ 75.77	\$ 76.01
Disposal per ton		\$ 179.00	\$ 179.00	\$ 179.00	\$ 179.00
Disposal per yard (CDL)		\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00
Additional Services:					
Additional Mileage Charge for hauls to other sites / charge per mile		\$ 5.02	\$ 5.02	\$ 5.03	\$ 5.04
Steam Cleaning (per yard)		\$ 13.50	\$ 13.50	\$ 13.54	\$ 13.58
Pickup and redelivery charge for cleaning containers		\$ 34.83	\$ 34.83	\$ 34.95	\$ 35.06
Return Trip - Drop box (per pickup)		\$ 26.59	\$ 26.59	\$ 26.68	\$ 26.76
Time for Delivery Driver (per hour)		\$ 175.95	\$ 175.95	\$ 176.56	\$ 177.12
Cost of extra person (per minute)		\$ 2.93	\$ 2.93	\$ 2.94	\$ 2.94
Disconnect Hydraulics		\$ 29.88	\$ 29.88	\$ 29.98	\$ 30.07
The Contractor shall charge Drop-box customers the actual disposal cost, plus the Washington State Business and Occupation Tax, plus ten percent (10%) to reflect the Contractor's margin and costs related to handling the pass-through disposal component of that service.		11.75%	11.75%	12.10%	12.42%

3.2 Compensation Adjustments

3.3.1 Annual Rate Adjustment

The rates referred to in Section 3.1.1 shall be adjusted on each anniversary of the Effective Date. Beginning on the first anniversary of the Effective Date, and each year thereafter, the residential and commercial collection rates shall be automatically adjusted according to the change in the Implicit Price Deflator published by the Department of Commerce for the 12-month period ending on the preceding June 30th. The annual IPD adjustment will not fall below 70% of the Consumer Price Index, Seattle-Everett Metropolitan Area, for the previous twelve months. Not later than August 31st each year, the Contractor shall notify the City of the IPD adjustment to take effect on October 1, hereunder and shall provide City with its computations therefore. Commencing on October 1, 2010 and for each year thereafter, rates will be amended and Attachment B of this Agreement shall be amended to reflect this change.

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

3.3.2 Periodic Adjustments

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on container content weights specified by the Contractor in its proposal and included in Attachment B of this Contract.

Specific examples of rate modifications due to Implicit Price Deflator and disposal fee changes are provided in Attachment C.

3.3.3 Changes in Yard Debris Processing Sites and Tipping Fees

If the Contractor is required by the City to use processing sites or markets other than those being used at the initiation of this Contract, the Contractor may submit a detailed proposal for a rate adjustment to reflect any additional costs or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

The Contractor may petition the City for rate increases to offset Yard Debris and Foodscrap tipping fees that exceed the Contractor's disposal or processing costs at the implementation of the contract or as adjusted by the escalation in Section 3.3. Such request must be received by the City sixty (60) days prior to potential increases in rates. The City will not unreasonably withhold the escalation of rates to cover the increase costs in Yard Debris/Foodscrap tipping fees.

3.3.4 Fuel Adjustment

During the term of this Agreement, monthly diesel fuel prices shall be tracked by the Contractor and reported to the City as part of the Contractor's monthly report. Each October 1st (starting October 1, 2009) a Base Diesel Price shall be calculated. The initial Base Price at the start of the contract shall be \$2.20/gallon. On October 1, 2010 and on successive Agreement anniversary dates, the Base Diesel Price shall be escalated by the IPD adjustment described in Section 3.3.1. The Average Base price is the previous monthly fuel price calculated over each billing cycle time period. Fuel surcharges will be calculated by billing cycle for inclusion on customer invoices. For example, residential fuel surcharges will be calculated for the previous 3 months, reflecting a quarterly billing cycle and commercial surcharges will be calculated using the previous month's fuel price, reflecting a monthly billing schedule.

If the Average Price paid by the Contractor for diesel fuel varies by more than 10% of the Base Diesel Price, the Contractor shall add a fuel surcharge line item to customer bills for the next billing period and every billing period thereafter, as follows. The surcharges may be either positive or negative.

$$\text{Total Amount of Surcharge Revenue} = 2,000 \text{ monthly gallons} \times [\text{Monthly Average Price} - (\text{Base Diesel Price} \pm 10\%)]$$

$$\text{Surcharge Percentage} = \text{Total Amount of Surcharge Revenue} / [\text{Total Monthly Billings} - \text{Itemized Taxes} - \text{Pass thru Disposal Costs}]$$

For example: If the Base Diesel Price is \$2.40 and the average diesel price is \$3.50, the total amount of Surcharge Revenue would be $(2,000 \times (\$3.50 - \$2.64(\$2.40 \pm 10\%))) = \$1,720$. If the Total net Monthly Billings are \$172,000, the Surcharge Percentage would be 1.0% $(\$1,720/\$172,000)$ of the customer's bill, exclusive of itemized taxes and pass thru disposal fees.

The Contractor shall provide copies of fuel invoices to the City within three business days of City request.

3.3.5 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other market-based changes affecting the collection system, other than changes in scope proposed by the City. At the time of the decision to extend this Contract through invoking contract extension options, the Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the Contract.

If new City, Kittitas County or Washington State taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs, the Contractor's rates set forth in Attachment B shall be adjusted accordingly.

Amendment #1

1. **Amendment to Section 3 of the Agreement.** The following new Section 3.5 is hereby added to Section 3 of the Agreement:

"3.5. Other Solid Waste Collection Services. The Contractor may occasionally provide other services related to solid waste collection in the City not specifically provided for under Attachment B of this Agreement. In that event, the Contractor shall use then current rates approved by the WUTC under the Contractor's Waste Management of Ellensburg Tariff 10 (as may be amended from time to time) for the service provided. If the intended services are not covered by either this Agreement or the Contractor's WUTC tariff, the Contractor shall notify the City and propose a customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service."

Amendment #4

6. **Amendment to Section 3.3.1 Annual Rate Adjustment.** Section 3.3.1 is hereby deleted and replaced with the following: "Commencing on October 1, 2020 and on every October 1st annually thereafter (the "Adjustment Date"), the Rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bellevue area ("CPI") as published by the Bureau of Labor Statistics, all items, not seasonally adjusted, for the 12-month period ending the December prior to the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, WM shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to Rates shall be made in units of one cent

(\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment."

7. **Amendment to Section 3.3.2 of the Agreement Periodic Adjustments.** Section 3.3.2 is hereby deleted and replaced with the following: "Periodic adjustments shall be made to Contractor collection rates to reflect increases in the disposal fees for solid waste established by Kittitas County if the increase exceeds the Annual Rate Adjustment described in Section 3.3.1. Specific examples of rate modifications disposal fee changes are provided in Attachment C."

8. **Amendment to Section 3.3.4 of the Agreement.** Section 3.3.4 is hereby deleted in its entirety.

9. **Amendment to Section 3.5 of the Agreement.** The second sentence of the first paragraph is hereby deleted and replaced with the following: "In that event, the Contractor shall use then current rates approved by the WUTC under the Contractor's Waste Management of Ellensburg Tariff 11 (as may be amended from time to time) for services provided."

Amendment #6

7. **Annual Rate Adjustment.** Section 3.3.1 and Attachment C of the Agreement are hereby deleted in their entirety and replaced as follows:

"Commencing on October 1, 2025, and on the same date annually thereafter (each, an "Adjustment Date"), the Rates shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for Urban Consumers: Water and Sewer and Trash Collection Services ("CPI") (Series CUUR0000SEHG, CUUS0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics. The first adjustment of the Rates will be based on the change in CPI, as described above, of the January 2024 published index compared to the January 2025 published index. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating adjustments. Annual CPI adjustments shall not be negative. In the event the change in the CPI index is negative when measuring from the current January published index compared to the prior year January published index, there shall be no CPI adjustment."

8. **Periodic Adjustments.** Section 3.3.2 of the Agreement is hereby deleted in its entirety, retitled as "Disposal Fee Adjustment," and replaced as follows:

"Annually, on the Adjustment Date, the disposal fee component of Rates shall be adjusted based on container content weights to reflect any increase in the per-ton Kittitas County solid waste disposal fee."

10. **Itemization on Invoices.** Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

"City, Kittitas County, and Washington State solid waste, utility and/or sales taxes or fees shall be itemized separately on Contractor's invoice and added to the charges listed in Attachment B.

The County disposal fee, as it exists on the date of execution or as thereafter adjusted pursuant to Section 3.3.2, shall be itemized separately on customer invoices with charges for Drop-box container service. The Contractor shall charge Drop-box customers the actual disposal cost, plus the Washington State Business and Occupation Tax, plus ten percent (10%) to reflect the Contractor's margin and costs related to handling the pass-through disposal component of that service.